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KATHERINE SWEENEY BELL
MARION COUNTY RECORDER

ENVIRONMENTAL RESTRICTIVE COVENANT

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 1ST day of SEPTEMBER, 2015, by ESCALADE AVENUE, LLC, an Indiana limited liability company and LANDQUEST PROPERTIES, LLC, successor in title to ESCALADE AVENUE, LLC (together with all successors and assignees collectively "Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of MARION, Indiana, which is located at 220 S. Belmont Avenue, Indianapolis, Indiana 46222 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 dated January 30, 2005, and recorded on February 2, 2006, as Instrument No. 2006-0014001, in the Office of the Recorder of Marion County, Indiana. The Real Estate consists of approximately 20.50 acres and has also been identified by the county as parcel identification number 49-11-09-129-001.000-901. The Real Estate, to which the restrictions in this Covenant apply, is depicted on a map attached hereto as Exhibit B.

WHEREAS: RCRA Corrective Action was conducted in accordance with IC 13-22 and other applicable Indiana law as a result of a release of hazardous waste and/or hazardous constituents relating to 220 Belmont Avenue, Indianapolis, Indiana (EPA ID No. IND980614630; IDEM Voluntary Corrective Action Agreement Case No. H138638).

WHEREAS: The RCRA closure activities conducted, as approved by the Indiana Department of Environmental Management ("Department"), provide that contaminants of concern ("COCs"), if any, will remain in the soil and groundwater of the Real Estate.

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, ESCALADE AVENUE, LLC and LANDQUEST PROPERTIES, LLC, successor in title to ESCALADE AVENUE, LLC subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

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 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) Shall ensure the locations of decommissioned production well #6 (GPS coordinates: 16S 568557.63 E, 4401489.02 N and decommissioned production well #9 (GPS coordinates: 16S 568736.38 E, 4401623.87 N are not disturbed in such a manner as to allow the exposure of the casing sand pack (located below approximately 20 feet of concrete) used to backfill the well casing between the concrete surface seal and the concrete well-screen seal [The former well locations are further documented in Attachment D of the "Response to Comments" document, which is cataloged in the Department's electronic database (a.k.a. "virtual filing cabinet" or "VFC") as document # 80081510]. Production well decommissioning procedures are documented in the former facility's Well and Pump Maintenance Manual, which can be found in Attachment E of the cited "Response to Comments" (VFC document # 80081510)]. The locations of the decommissioned productions wells are 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 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 _____ 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, 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 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 Marion 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, RCG guidelines, 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:

ESCALADE AVENUE, LLC
2310 Whitesburg Drive, Suite 7
Huntsville, Alabama 35801
Attn: J. Keith Sharp

LANDQUEST PROPERTIES, LLC
2310 Whitesburg Drive, Suite 7
Huntsville, Alabama 35801
Attn: J. Keith Sharp

To Department:

IDEM, Office of Land Quality

100 N. Senate Avenue

IGCN 1101

Indianapolis, IN 46204-2251

Attn: Section Chief, Hazardous Waste Permit 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.

[intentionally blank, signature page follows]

IN WITNESS WHEREOF, LANDQUEST PROPERTIES, LLC, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 1 day of September, 2015.

LANDQUEST PROPERTIES, LLC

By: _____

J. KEITH SHARP, Member

STATE OF Alabama
COUNTY OF Madison) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. KEITH SHARP, the Member of LANDQUEST PROPERTIES, LLC, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 1 day of September, 2015.

PAULA D. THRONEBERRY
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMM. EXP. 03/28/2017

Paula D. Throneberry
Paula D. Throneberry, Notary Public

Residing in Madison County, Alabama
My Commission Expires: 3/28/17

Exhibit "A"

LEGAL DESCRIPTION

Tract "C":

Part of the East Half of the Northeast Quarter of Section 9, Township 15 North, Range 3 East of the Second Principal Meridian, Marion County, Indiana, more particularly described as follows, to-wit:

Beginning on the North line of the Vandalia Railway Company's right-of-way as now occupied by said Company, at a point 472 feet East of the West line and 533 $\frac{3}{10}$ feet North of the South line of the East half of the Northeast Quarter of said Section, and running North parallel to the West line of said Quarter Section 1121 feet to the South line of land owned by the C.C.C. & St. L. R.R. Company; thence Eastwardly with the South line of said land 300 $\frac{3}{10}$ feet; thence South parallel to the West line of said Quarter Section 1046 feet to the North line of the right-of-way of the Vandalia Railway as now occupied; thence Southwestwardly along said North right-of-way line 313 $\frac{8}{10}$ feet to the PLACE OF BEGINNING.

Tract "D":

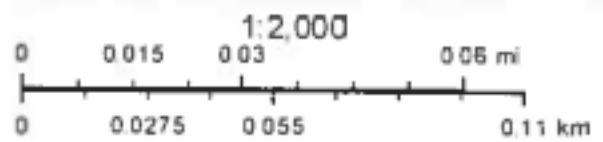
Part of the East Half of the Northeast Quarter of Section 9, Township 15 North, Range 3 East of the Second Principal Meridian, Marion County, Indiana, more particularly described as follows:

Beginning at the intersection of the South line of the lands owned by the C.C.C. & St. L. Railroad, with the east line of said Quarter Section, a point 988 $\frac{31}{10}$ feet South of the Northeast corner of said Quarter and running Westwardly with the South line of said Railroad lands 585 $\frac{2}{10}$ feet to a point, 772 feet East of the West line of said Half Quarter Section, being the Northeast corner of the tract of land conveyed by Pheobe J. Warman to the grantee herein on the 12th day of July 1907, as the same appears of record in Land Record 48, page 505 in the Office of the Recorder of said Marion County; thence South parallel to the West line of said Half Quarter Section 1046 feet to the North line of the Vandalia Railway Company's right-of-way; thence Northeastwardly along the said right-of-way line 611 feet to the East line of said Section; thence North with the East line of said Section, 903 feet, more or less, to the PLACE OF BEGINNING.

Exhibit B: 200 S. Belmont Ave.



Parcel



UTM Coordinates of Former Onsite Production Wells

Former Well #6: 16S 568557.63 E, 4401489.02 N

Former Well #9: 16S 568736.38 E, 4401623.87 N