



Environmental Consultants

8383 Craig Street, Suite 110, Indianapolis, IN 46250 | 317-595-4400 | ecchorizon.com

Corporate Office

One Emery Ave.
Unit 2
Randolph, NJ
07869
973-927-1111
877-488-4242

Project Locations

Alabama
Alaska
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
Florida
Georgia
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

March 18, 2021

Ms. Crystal Haulter
State Cleanup Section
Indiana Department of Environmental Management
Indiana Government Center North
100 North Senate Avenue
Indianapolis, Indiana 46204-2251

Via email (chaulter@idem.in.gov) and Electronic Submittal Portal

Re: Recorded Environmental Restrictive Covenant
Former Hittle Machine and Tool
2122 Dr. Martin Luther King Jr. Street
Indianapolis, Indiana
Marion County
Site No. 0000789
ECC File: I-I2122M

Dear Ms. Haulter:

On behalf of Marshall Holdings, LLC, ECC Horizon (ECC) is pleased to provide a copy of the environmental restrictive covenant (ERC) for the subject property, which was recorded with the Marion County Recorder's Office on 3/5/21. Per IDEM's 12/18/2020 letter, we understand IDEM will issue No Further Action for this site upon receipt of this ERC and payment of IDEM's final invoice. Please advise if IDEM's final invoice has been issued or if it is yet forthcoming.

Should you have any questions or need for additional information, please contact our office at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Megan Hill".

Megan Hill
Senior Program Manager

Encl: Recorded ERC for Site

cc: Kyle Lansberry, Lewis Wagner, LLP

A202100029429

03/05/2021 08:27 AM

KATHERINE SWEENEY BELL
MARION COUNTY IN RECORDER

FEE: \$ 35.00

PAGES: 11

By: SC

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 19 day of ~~February~~, 2020, by Marshall Holdings, LLC 6016 Garver Road, Indianapolis, IN 46208 (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 2122 Dr. Martin Luther King Jr. Street, Indianapolis, IN 46202 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 February 1, 2012, and recorded on February 2, 2012, as Deed Record A201200010200, in the Office of the Recorder of Marion County, Indiana. The Real Estate consists of approximately 1 acre and has also been identified by the county as parcel identification number 49-06-35-163-015.000-101. The East End of the Real Estate, to which the restrictions in this Covenant apply, is depicted by GPS coordinates on a map attached hereto as Exhibit B.

WHEREAS: Investigation activities were implemented in accordance with IC 13-25-4 and/or other applicable Indiana law as a result of a release and/or suspected release of hazardous waste and/or hazardous substances relating to the Former Hittle Machine & Tool facility. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is State Cleanup Program #0000789.

WHEREAS: Certain contaminants of concern ("COCs") remain in the sub-slab soil vapor beneath the Real Estate following completion of investigative actions. 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 tetrachloroethylene (PCE) and trichloroethylene (TCE).

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, Marshall Holdings, 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 construct a new building within the footprint of, modify the slab or foundation of, significantly alter the indoor space (i.e., ceiling height, building size, or other alterations that would affect air exchange rate), or change the use from commercial to residential of the existing building at the east end of the Real Estate unless a vapor mitigation system is installed and an Operations Monitoring & Maintenance (OM&M) plan is generated for the newly constructed, modified, or repurposed building. The east end of the property is defined by the decimal degree latitude and longitude points presented on Exhibit B. IDEM may waive this restriction in writing if the Owner has provided data and analysis demonstrating to IDEM's satisfaction that there is no unacceptable risk to human health via the vapor intrusion exposure pathway.

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 MARION 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, 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:
Marshall Holdings, LLC
6016 Garver Road,
Indianapolis, IN 46208

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.

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

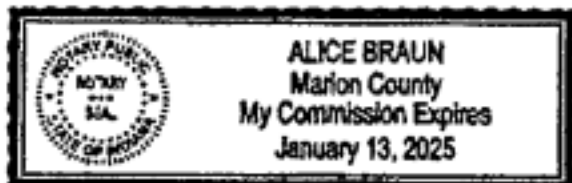
IN WITNESS WHEREOF, **Marshall Holdings, LLC**, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 19th day of February, 2021.

Elizabeth Marshall
Elizabeth Marshall, President
Marshall Holdings, LLC

STATE OF Indiana)
COUNTY OF Marion) SS:

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

Witness my hand and Notarial Seal this 19 day of Feb, 2021.



Alice Braun
Alice Braun, Notary Public

My Commission Expires: Jan 13 2025 Residing in Indiana County, Marion

This instrument prepared by:
William D. Pickard
ECC Horizon
8383 Craig St., Suite 110
Indianapolis, IN 46250

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:

William D. Pickard
ECC Horizon
8383 Craig St., Suite 110
Indianapolis, IN 46250

EXECUTED AND DELIVERED in my presence: Kristina Leonard

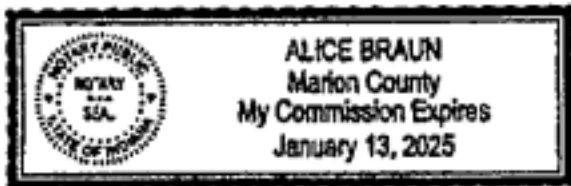
Witness: Krista Leonard

STATE OF Indiana

COUNTY OF Marion) SS:

Before me, a Notary Public in and for said County and State, personally appeared Kristina Leonard, 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 Elizabeth Marshall 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 19 day of February, 2021.



Alice Braun
Alice Braun, Notary Public
Residing in Marion County, Indiana

My Commission Expires: Jan 13, 2025

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

A201200010200

February 02, 2012 8:23 AM
Julie L. Voorhies,
Marion County Recorder



Pages: 2

Fee: \$21.50
By: TPP

024056

JOSEPH P. O'CONNOR
MARION COUNTY ASSESS

2012 FEB -2 A 8:22

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

C&I
CTIC# 445049 MJS

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Hittle Machine and Tool Company, Inc., an Indiana corporation ("Grantor"), CONVEYS AND WARRANTS TO Marshall Holdings LLC, an Indiana limited liability company ("Grantee") for and in consideration of One and 00/100 Dollars and other valuable consideration the receipt whereof is hereby acknowledged the following described Real Estate in Marion County, in the State of Indiana, to-wit:

Lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 in J.M.W. Langsdale's Subdivision, the plat of which is recorded in Plat Book 7, page 48, in the office of the Recorder of Marion County, Indiana, including the alley lying West of Lots 1 through 4 and East of Lot 5 as vacated by proceedings recorded in Deed Record 423, page 35.

EXCEPTING that part of Lots 1, 2, 3, and 4 taken for the opening and widening of Northwestern Avenue, as recorded and shown in Mortgage Record 447, page 113, and in Plat Book 13, page 133.

ALSO EXCEPT that part of Lot 4 conveyed to the Consolidated City of Indianapolis for the use and benefit of the Department of Transportation, pursuant to Corporate Warranty Deed recorded May 17, 1985 as Instrument No. 850039522, more particularly described as follows:

A part of Lot 4 in J.M.W. Langsdale's Subdivision, the plat of which is recorded in Plat Book 7, page 48, in the Office of the Recorder of Marion County, Indiana, described as follows: Beginning at a point on the North line of said Lot 4 South 88 degrees 45 minutes 49 seconds West 8.55 feet from the Northeast corner of said Lot 4, which point of beginning is at the intersection of the South boundary of Langsdale Avenue with the western boundary of Northwestern Avenue; thence South 20 degrees 45 minutes 00 seconds East 13.32 feet along the boundary of said Northwestern Avenue; thence North 57 degrees 26 minutes 00 seconds West 22.58 feet to said North line of said Lot 4 and the South boundary of said Langsdale Avenue; thence North 88 degrees 45 minutes 49 seconds East 14.31 feet along said North line and South boundary of said Langsdale Avenue to the Point of Beginning.

Subject to real estate taxes due and payable May, 2012 and all subsequent taxes.

Subject to easements, restrictions, agreements and rights of way of record.

Property Address: 2122 Dr. martin Luther King, Jr. Street, Indianapolis, Indiana 46202

The undersigned persons executing this deed on behalf of the Grantor represent and certify that they are duly elected officers of Grantor and have been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

FEB 02 2012

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 1st day of February, 2012.

Hittle Machine and Tool Company, Inc.,
an Indiana corporation

By: Robert A. Reimer
Robert A. Reimer, president

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, this 1st day of February, 2012, personally appeared Robert A. Reimer the President of Hittle Machine and Tool Company, Inc., an Indiana corporation and acknowledged the execution of the foregoing Warranty Deed.

Notary Public-Signature

Notary Public-Printed

My Commission Expires: _____

My County of Residence: _____



MICHAEL J. SIBBING
JOHNSON COUNTY RESIDENT
MY COMMISSION EXPIRES 03-07-2016

Mailing address and send tax bills to Grantee: 2122 Dr. Martin Luther King, Jr. Street, Indianapolis, Indiana 46202

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. (Michael J. Sibbing)

This document prepared by J. David Clossin, Attorney at Law for Chicago Title Company, LLC.

EXHIBIT B
SCALED SITE MAP



