

June 11, 2021

Ms. Roxann Klika Sanders
Indiana Department of Environmental Management
Office of Land Quality
Leaking Underground Storage Tank Section
100 North Senate Avenue
Room 1101
Indianapolis, Indiana 46204-2251

**Re: Recorded Environmental Restrictive Covenant
Hobart Citgo Station
801 West Old Ridge Road
Hobart, Indiana 46342
FID #2856
LUST Incident #199708159
SESCO Project #3977**

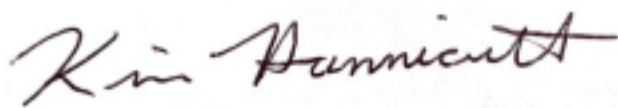
Dear Ms. Klika Sanders:

SESCO Group (SESCO) is pleased to provide you with the attached recorded Environmental Restrictive Covenant (ERC) for the Hobart Citgo Station property ("Site") located at 801 West Old Ridge Road, Hobart, Indiana. The ERC was prepared in response to the April 15, 2019, *No Further Action Request* letter issued by IDEM.

The ERC was recently recorded with the Lake County Recorder's Office in fulfillment of requesting a *No Further Action* determination for Incident #199708159 from IDEM.

If you have any questions please feel free to contact Kimberly Hunnicutt at (317) 347-9590 ext. 22.

Respectfully submitted,
SESCO Group



Kimberly Hunnicutt
Project Manager



Carla J. Gill, **CHMM # 13243**
Director of Remediation Services

cc: IDEM Institutional Controls Group
SESCO File

2021-034428

2:11 PM 2021 Apr 28

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 16th day of April, 2021, by SLB Properties, LLC, 10282 Doubletree Drive South, Crown Point, Indiana (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 801 West Old Ridge Road, Hobart, 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 11, 2014, and recorded on April 21, 2014, as Deed Record 011987, in the Office of the Recorder of Lake County, Indiana. The Real Estate consists of approximately .33 acres and has also been identified by the county as parcel identification number 45-09-30-379-007.000-018.

WHEREAS: Corrective action was implemented in accordance with IC 13-23 and other applicable Indiana law as a result of a release of petroleum relating to the Hobart Citgo Station. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is 199708159, and the relevant facility identification number is 2856.

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. The known COCs remaining in the groundwater are benzene, 1-methylnaphthalene, and naphthalene.

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

FILED

APR 28 2021

JOHN E. PETALAS
LAKE COUNTY AUDITOR

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I. RESTRICTIONS

1. Restrictions. The Owner:

- (a) 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, and/or soil-gas sampling for the VOCs or SVOCs of concern. 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 currently 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 sampling to demonstrate the effectiveness of the approved remedy.
- (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.

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 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:
SLB Properties, LLC.
10282 Doubletree Drive South
Crown Point, Indiana 46307

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Chief, Leaking Underground Storage Tank Program

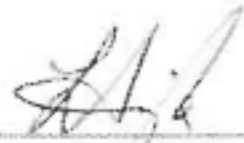
An Owner may change its address or the individual to whose attention a notice is to be sent by giving written notice via certified mail.

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.

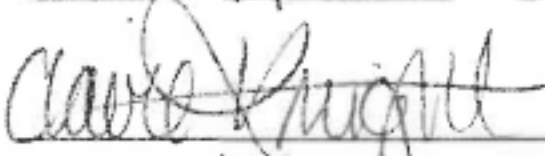
IN WITNESS WHEREOF, SLB Properties, LLC, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 16th day of April, 2021.


Lakhwinder Singh [Owner's Name]
SLB Properties, LLC

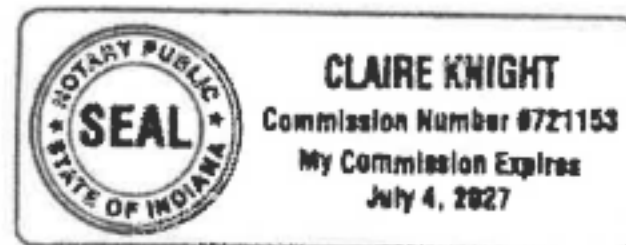
STATE OF Indiana,
COUNTY OF Lake) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lakhwinder Singh the real estate of the Owner, SLB Properties, LLC, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 10th day of April, 2021.


Claire Knight, Notary Public
Residing in Lake County, IN

My Commission Expires: July 4, 2027



This instrument prepared by:
Kimberly Hunnicutt
SESCO Group, Inc.
1925 Shelby Street
Indianapolis, Indiana 46203

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:

Kimberly R Hunnicutt
SESCO Group, Inc.
1925 Shelby Street
Indianapolis, Indiana 46203

Handwritten signature or initials in the bottom right corner of the page.

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

[Handwritten signature]

Exhibit A

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 022074

2014 APR 21 AM 11:09

MICHAEL B. BROWN
RECORDER

Mail Tax Bills To:
SLB BROS. PROPERTIES, LLC (Grantee's Address)
Attn: Mr. Lakhy Singh
10282 Doubletree Drive S
Crown Point, IN 46307

Property Address: 801 West Ridge Road, Hobart, IN 46342
Parcel Number: 45-09-30-379-007.000-018

L.L.C. QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that G.O. INVESTMENTS, LLC (Grantor), a duly organized limited liability company, having its principal place of business in Pulaski County, Indiana, hereby RELEASES, TRANSFERS, QUITCLAIMS, and CONVEYS to SLB BROS. PROPERTIES, LLC (Grantee), a duly organized limited liability company, having its principal place of business in Lake County, Indiana, for and in consideration of Grantee's full and complete satisfaction of that certain Contract for Conditional Sale of Commercial Real Estate dated November 10, 2010, receipt of which is hereby acknowledged, the following described real estate in Lake County, Indiana, to-wit:

Lot 5, EXCEPT the West 20 feet thereof, and Lots 1, 2, 3, and 4, Block 5, Country Club Estates Subdivision, City of Hobart as shown in Plat Book 20, Page 41, Lake County, Indiana;

Commonly known as 801 West Ridge Road, Hobart, Indiana 46342; Parcel No. 45-09-30-379-007.000-018.

The foregoing transfer and conveyance shall expressly include all improvements and fixtures presently attached to the real estate.

The foregoing transfer and conveyance is expressly subject to all outstanding and unpaid real estate taxes and assessments whether or not the same are presently due and payable, all easements, covenants, restrictions, and rights-of-way of record, the environmental condition of the real estate as the same currently exists, inclusive of all environmental matters previously disclosed by Grantor to Grantee in Grantor's Environmental Disclosure for the Transfer of Real Property, and further subject to any Environmental Restrictive Covenant which IDEM may hereafter require to be imposed upon the real estate.

14-2501
APR 16 2014
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR
FILED FOR TAXATION
FINAL ACCEPTANCE FOR TRANSFER
HOLD FOR MERIDIAN TITLE CORP.

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Grantor certifies to Grantee that no gross income tax is due and payable on account of the conveyance hereunder made, and that the individual executing this Deed on behalf of Grantor is duly authorized to do so pursuant to a Resolution duly approved by Grantor's Managing Member.

IN WITNESS WHEREOF, Grantor has executed this L.L.C. QuitClaim Deed this 11th day of April, 2014.

G.O. INVESTMENTS, LLC

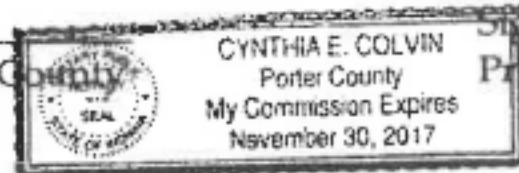
By: Don A. Good
GOOD OIL COMPANY, INC., Managing Member
By: Don A. Good, President

STATE OF INDIANA)
COUNTY OF Porter)SS:

Before me, the undersigned, a Notary Public in and for the said County and State, this 11th day of April, 2014 personally appeared: Don A. Good, as President of Good Oil Company, Inc., the Managing Member, and acknowledged execution of the foregoing Deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: _____

Resident of _____



Signature _____

Printed: _____

Notary Public

This Instrument was prepared by David C. Appel, Attorney at Law, 2621B Chicago Street, Valparaiso, Indiana 46383
Mail to: SLB Bros. Properties, LLC, Attn: Lakhy Singh, 10282 Doubletree Drive S, Crown Point, IN 46307

I affirm, under the penalties for perjury, that I have carefully redacted each Social Security Number from this document, unless required by law. David C. Appel