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**KATHERINE SWEENEY BELL
MARION COUNTY IN RECORDER**

FEE: \$ 35.00

PAGES: 12

By: KS

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 8th day of October, 2021, by LMT Holdings, LLC, at 8537 Bash Street, Suite 3, Indianapolis, Indiana, 46250 (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 8537 Bash Street, Indianapolis, Indiana, 46250, 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 13 August 2004, and recorded on 16 August 2004, as Deed Record 2004-0159982, in the Office of the Recorder of Marion County, Indiana. The Real Estate consists of approximately 3.12 acres and has been identified by the county as parcel identification number 49-02-23-112-011.000-400. The Real Estate, to which the restrictions in this Covenant apply, is depicted on a map attached hereto as Exhibit "B".

WHEREAS: An adjacent property entered into Indiana's State Cleanup Program (SCP) to address releases of hazardous substances and petroleum ("contaminates of concern") in groundwater which extend onto a portion of the Real Estate in the "Exposure Control Area", as defined in Exhibit "B" which overlies a municipal sewer. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release on the adjacent property to the east is 2005-06-148, and the relevant facility identification number is 6893.

WHEREAS: IDEM allows certain contaminants of concern (COCs) to remain in the groundwater of the "Exposure Control Area" of the Real Estate provided that certain use restrictions are implemented to protect human health. These COCs are arsenic, benzene, 1,2-dichloroethane, ethylbenzene, 1-methylnaphthalene, 2-methylnaphthalene, naphthalene, toluene, 1,2,4-trimethylbenzene, and 1,3,5-trimethylbenzene.

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



(12)

I. RESTRICTIONS

1. Restrictions. The Owner:

- (a) Shall not use or allow the use or extraction of groundwater on the Real Estate's "Exposure Control Area", as defined in Exhibit "B", 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.
- (b) Shall not construct or allow occupancy of a dwelling or work space on the Real Estate's "Exposure Control Area", as defined in Exhibit "B", unless a vapor mitigation system is installed, operated, and maintained within the dwelling or workspace. 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, current risk based 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:
LMT Holdings, LLC,
8537 Bash Street, Suite 3
Indianapolis, Indiana, 46250

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, LMT Holdings, LLC, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 8th day of October, 2021.

Signature: [Handwritten Signature]
Print: Debbie Thomas
Title: Managing Partner
LMT Holdings, LLC

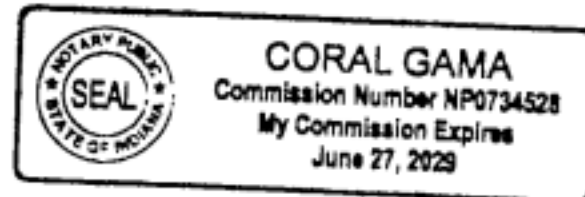
STATE OF Indiana
COUNTY OF Marion) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Debbie Thomas, the Managing Partner of the Owner, LMT Holdings, who acknowledged the execution of the foregoing instrument for and on behalf of said entity

Witness my hand and Notarial Seal this 8 day of October, 2021.

Coral Gama
Coral Gama, Notary Public
Residing in Hamilton County, IN

My Commission Expires: June 27



This instrument prepared by:
Dwayne Keagy
Environmental Resources Management, Inc.
8425 Woodfield Crossing Blvd, Suite 560W
Indianapolis, IN 46240

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:

Dwayne Keagy
Environmental Resources Management, Inc.
8425 Woodfield Crossing Blvd, Suite 560W
Indianapolis, IN 46240

EXECUTED AND DELIVERED in my presence: Kristy Sandleben
[Witness's Signature] Witness: Kristy Sandleben [Witness's Printed Name]
STATE OF INDIANA)) SS: COUNTY OF Marion) Before me, a
Notary Public in and for said County and State, personally appeared Kristy Sandleben [Witness's Name], 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 Deborah Thomas [Grantor's or other Signer's Name] 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 8 day of October, 2020. 21 CG
[Notary Public's Signature]

Coral Gama [Notary Public's Printed Name] [Include Notary Public's commission number, seal, commission county of residence or employment, and commission expiration date.]

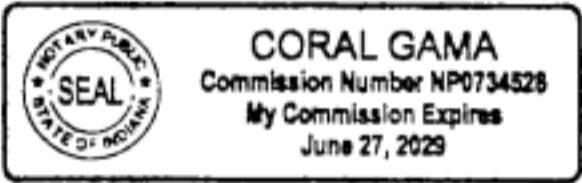


EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

MARTHA A. WOMACKS
MARION COUNTY APPLICATOR
560347 AUG 16 2004
DULY ACKNOWLEDGED IN PRESENCE OF
SUBJECT TO THE NECESSARY CONSENT OF THE
FOR TRANSFER

3
JGG

WARRANTY DEED

THIS INDENTURE WITNESSETH, that **C & M Builders**, an Indiana General Partnership, ("Grantor") Release and Warrants to **LMT Holding, LLC**, an Indiana Limited Liability Company ("Grantees") for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following Real Estate in Marion County, Indiana:

Part of the Northeast Quarter of the Northwest Quarter and part of the Northwest Quarter of the Northwest Quarter of Section 23, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Northwest Quarter Section; thence along the North line thereof North 89 degrees 53 minutes 00 seconds East 9.15 feet to the Easterly line of Bash Street; thence along said Easterly line South 27 degrees 11 minutes 00 seconds West 275.31 feet to the Point of Beginning; thence continue along said Easterly line South 27 degrees 11 minutes 00 seconds West 189.69 feet; thence South 62 degrees 49 minutes 00 seconds East 573.01 feet; thence North 00 degrees 19 minutes 00 seconds West 343.12 feet; thence South 39 degrees 53 minutes 00 seconds West 250.00 feet; thence North 62 degrees 49 minutes 00 seconds West 192.41 feet to the Point of Beginning.

This conveyance is made subject to the following:

1. All easements, rights of way agreements, covenants, and restrictions of record.
2. Certain protective covenants set forth in Exhibit A attached hereto and made a part hereof by reference.
3. Certain written non-recorded leases or leasehold interests in and to portions of the subject real estate entered into by Grantor herein and appendix of such leases, the Lessee, the common address of premises, the execution date, and termination date of such leases are set forth in Exhibit B attached hereto and made a part hereof by reference.

C & M Builders, an Indiana General Partnership

by Bruce H. Morford
Bruce H. Morford, General Partner

STATE OF INDIANA)
COUNTY OF Marion) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 13 day of August 2004, personally appeared Bruce H. Morford, General Partner of C & M Builders, an Indiana General Partnership, and acknowledged the execution of the foregoing instrument.

My commission Expires:



Lori Brines
Signature
Printed
County and State of Residence

This document was prepared by Ronald A. Wright, Attorney-at-law, WRIGHT & ASSOCIATES, P.C., 9292 N. Meridian Street, Suite 308, Indianapolis, IN 46260.

EXHIBIT A

CASTLEWOOD PARK

PROTECTIVE COVENANTS

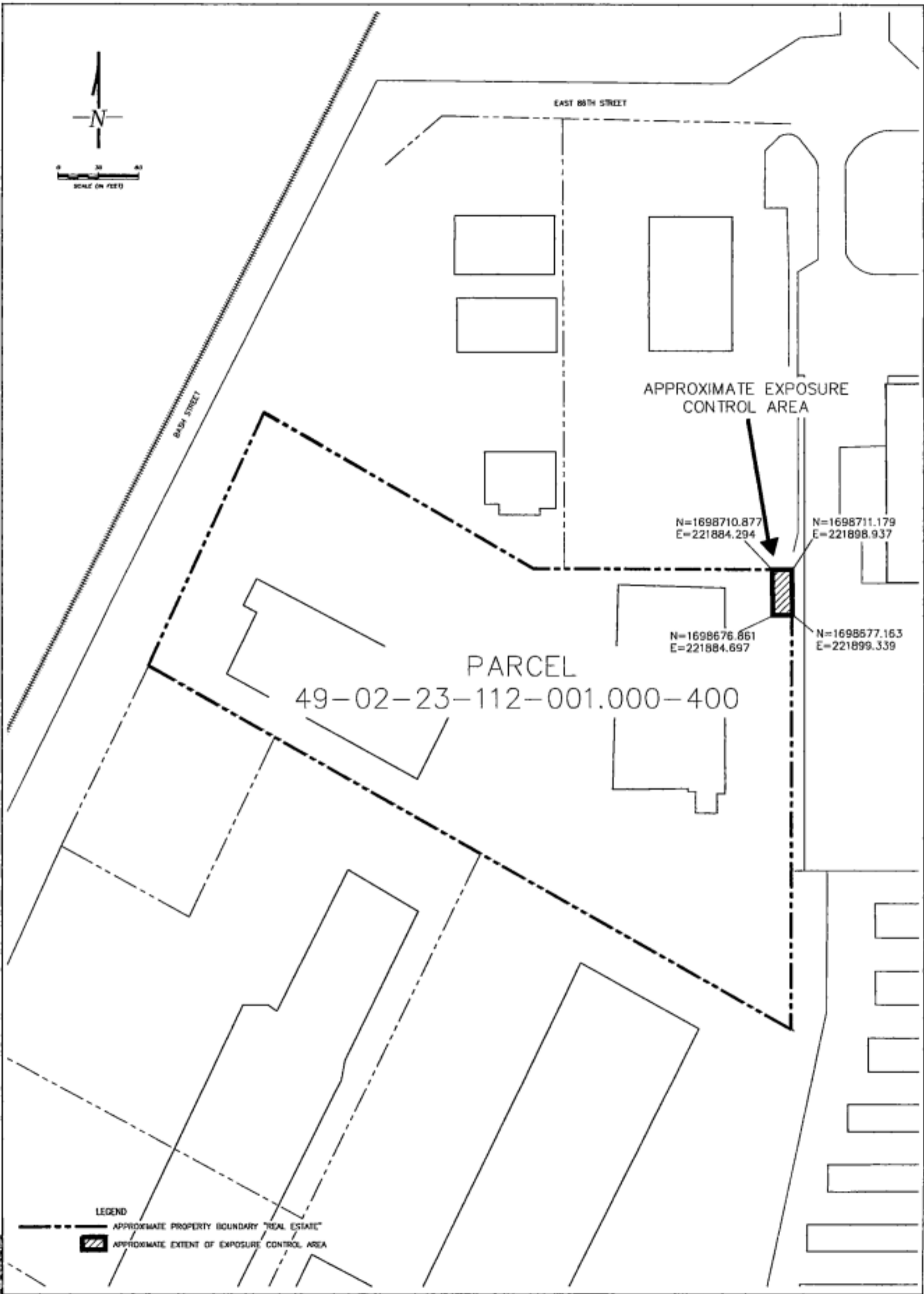
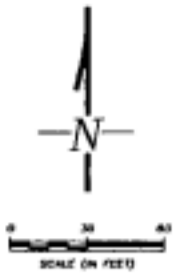
1. Building Requirements - No building shall be erected, placed or altered on any lot or any site nearer than 35' to any street line. Further, no building shall be erected, placed, or altered nearer than 10' to any side property line, or nearer than 15' to the rear lot lines. Not less than 40' must separate all buildings. Two or more lots owned by the same owner shall be treated as one lot or site.
2. Type of Construction - The front of any building fronting on any street in the development shall be constructed of any one of the following materials: face brick, glass, procelain or architectural panels. Painted masonry or other fire resistant construction shall be required on all side and rear elevations. Roof or exterior walls containing galvanized steel sheeting shall not be permitted.
3. Landscaping - All open area between building lines and property lines will be used for open landscaped and green areas at the front of each building. All landscaped area shall be properly maintained by the owner in a sightly and well-kept condition.
4. Outside Storage - All outside storage areas must be located at the rear or side of permanent buildings and be enclosed by appropriate and decorative fencing.
5. Parking - All property owners or tenants must provide off street parking areas within their property lines for employees and visitors. Parking on all streets in the industrial park is prohibited by Castlewood Park.
6. Loading Docks - No loading docks will be permitted on the fronts of buildings facing the streets. Truck docks or truck walls shall be located only on the side or rear of the building.
7. Signs - The maximum of 200 square feet of sign service attached to the building will be allowed. Free standing signs can contain up to 20 square feet of sign area and must be located so as not to obstruct a reasonable view of the adjacent buildings.
8. Utility Easements - 15' utility easements are reserved for the uses of the developer along the street side of all property fronting or abutting all existing streets and all future public streets that may be built into the area in the future.

Exhibit B

Lease Date	Lessee	Common address	Termination date
12/01/00	One View, Inc.	8531 Bash Street, 1 st floor	06/01/04
04/01/04	Time + Plus	8531/8537 Bash Street, #1	04/01/06
04/01/04	Union Trust Mortgage, Inc.	8531/8537 Bash Street, #2	04/01/06
04/01/04	Kepeco Leasing, Inc.	8531/8537 Bash Street, #3	04/01/06
10/01/03	A.J. Busemeyer Co.	8531/8537 Bash Street, #1	10/01/05
07/01/04	Cameras & Crew	8531/8537 Bash Street, #2	07/01/06
11/01/01	Tectonic Systems, Inc.	8537 Bash Street, #3	11/01/03
11/01/01	Tectonic Systems, Inc.	8537 Bash Street, Warehouse space	11/01/03
08/01/02	Work Smart	8537 Bash Street, #4	08/01/04
01/01/02	Work Smart	8537 Bash Street, #5	01/01/04
11/01/02	Work Smart	8537 Bash Street, #6	11/01/04
11/01/03	Sigman Pump	8537 Bash Street, #7	11/01/05
01/01/03	R. Walker Construction Co.	8537 Bash Street, Rear Warehouse	01/01/05

EXHIBIT B

REAL ESTATE MAP SHOWING EXPOSURE CONTROL AREA



LEGEND
 - - - - - APPROXIMATE PROPERTY BOUNDARY "REAL ESTATE"
 [Hatched Box] APPROXIMATE EXTENT OF EXPOSURE CONTROL AREA

NO.	DATE	DESCRIPTION	BY	CHK.
1	11/20/08	UPDATES TO SITE MAP	SM	JL
2	11/20/08	PROPOSED MONITORING WELL LOCATIONS	SM	JL
3	12/01/08	UPDATES TO SITE MAP	SM	JL
4	12/01/08	ADDITIONAL MONITORING WELL LOCATIONS	SM	JL
5	12/01/08	ADDITIONAL MONITORING WELL LOCATIONS	SM	JL

8531 BASH STREET
 8531 BASH STREET
 MONROVIA, MARYLAND
PARCEL 49-02-112-001.000-400


ERM.
 Environmental Resources Management

SCALE	PROJECT NUMBER	PAGE	REV
1"=50'	0164787	EXHIBIT B	6
DATE: 08/21/08 - 12/08/12			