

## **Environmental Restrictive Covenant**

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this \_\_\_ day of \_\_\_\_\_, 2025 by Chahal and Sons, LLC, located at 2580 Samuelson Road, Portage, Indiana 46368 (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 1401 East Ridge Road, Gary, 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 February 14, 2022, and recorded on February 22, 2022 as Deed Record 2022-507777, in the Office of the Recorder of Lake County, Indiana. The Real Estate consists of approximately 0.47 acres and has also been identified by the county as parcel identification number 45-08-27-228-001.000-004. The Real Estate, to which the restrictions in this Covenant apply, is depicted on a map attached hereto as Exhibit "B".

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 Chahal Oil (Branded Clark Station). The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is 200404501, and the relevant facility identification number is 19783.

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. These COCs are benzene, ethylbenzene, 1-methylnaphthalene, 2-methylnaphthalene, naphthalene, toluene, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, xylene ortho, and xylene m&p.

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 website (currently [www.in.gov/idem/](http://www.in.gov/idem/)). The restricted Real Estate is also depicted on IDEM's GIS webviewer (currently <https://on.in.gov/ideminteractivemap>).

NOW THEREFORE, Chahal and Sons, 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 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.

- (b) 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, indoor air and/or soil-gas sampling for volatile organic compounds ("VOCs") or semi-volatile organic compounds ("SVOCs"), with an IDEM approved sampling plan. 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 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 air sampling to demonstrate the effectiveness of the approved remedy.

## 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 \_\_\_\_\_,  
RECORDED IN THE OFFICE OF THE RECORDER OF LAKE 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 approved by IDEM, 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. In accordance with 329 IAC 1-2-7 and IC 13-14-2-9(d), the applicant shall reimburse the department for the administrative and personnel expense incurred by the department in evaluating a proposed modification or termination of a restrictive covenant under this rule.

### 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. The parties intend that this Covenant shall not 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. If necessary to enforce this Covenant, the parties agree to amend this Covenant to conform to any such change. 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:  
Chahal and Sons, LLC  
2580 Samuelson Road  
Portage, Indiana 46368

To Department:  
IDEM, Office of Land Quality  
100 N. Senate Avenue  
IGCN 1101  
Indianapolis, Indiana, 46204-2251  
Attn: Institutional Controls 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, Chahal and Sons, LLC., the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Nirjodh Singh on behalf of Chahal & Sons, LLC, Owner

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

Witness my hand and Notarial Seal this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Residing in \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires:

This instrument prepared by:  
Allison Schmitt, AP Engineering and Consulting, 6135 West 400 North, Greenfield, IN 46140

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:

Allison Schmitt, AP Engineering and Consulting, 6135 West 400 North, Greenfield, IN 46140

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

DRAFT

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Feb 22 2022 VH

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

2022-507777  
02/22/2022 02:10 PM  
TOTAL FEES: 25.00  
BY: JAS  
PG #: 2

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

**GRANTEE ADDRESS/TAX MAILING ADDRESS:**

Chahal and Sons, LLC  
2580 Samuelson Road  
Portage, Indiana 46368

**WARRANTY DEED**

THIS INDENTURE WITNESSETH that Nirjodh C. Singh, ("Grantor"), of Porter County, Indiana, conveys and warrants to: **Chahal and Sons, LLC**, for \$0 and other valuable consideration, the receipt of which is hereby acknowledged, the following described property situated in Lake County, Indiana, to-wit:

Part of the West 25 feet of Lot 3, part of Lot 4, part of Lot 5 and part of Lot 6, all of Lot 7 and Lot 8 in Block 15 in Great Gary Realty Company's First Addition, City of Gary, Calumet Township, Lake County, Indiana as shown in Plat Book 11, page 8, in the Office of the Recorder of Lake County, Indiana. The parts of the West 25 feet of Lot 3, part of Lot 4, part of Lot 5 and part of Lot 6, is described as all that part of above list parts of the West 25 feet of Lot 3, all of parts of Lots 4, 5, and 6 that are lying North of the following described lines to-wit:

Beginning at a point on the East line of the West 25 feet of said Lot 3, at a point 52.89 feet South of the North line of said West 25 feet of Lot 3 (South line of 60-foot wide 37th Avenue) and thence Southwesterly in a straight line that makes a deflection to the right at the aforesaid 52.89-foot point, of 59 degrees 57 minutes from said 52.89-foot line for a distance of 49.22 feet to a railroad spike set; thence South-Southwesterly in a straight line that deflect 36 degrees 18 minutes to the left from the 49.22-foot line for a distance of 62.0 feet to the South line of said Lot 6, said point is 90 feet Northeasterly of the Southwest corner of said Lot 8, measured along said Lots 8, 7 and part of Lot 6.

Commonly known as: 1401 East Ridge Road, Gary, Indiana 46409  
Parcel Number: 45-08-27-228-001.000-004

SUBJECT TO: Taxes, mortgages, easements, covenants and restrictions of record.  
Any state of facts which an accurate survey would reveal.

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed on this day, February 14, 2022.

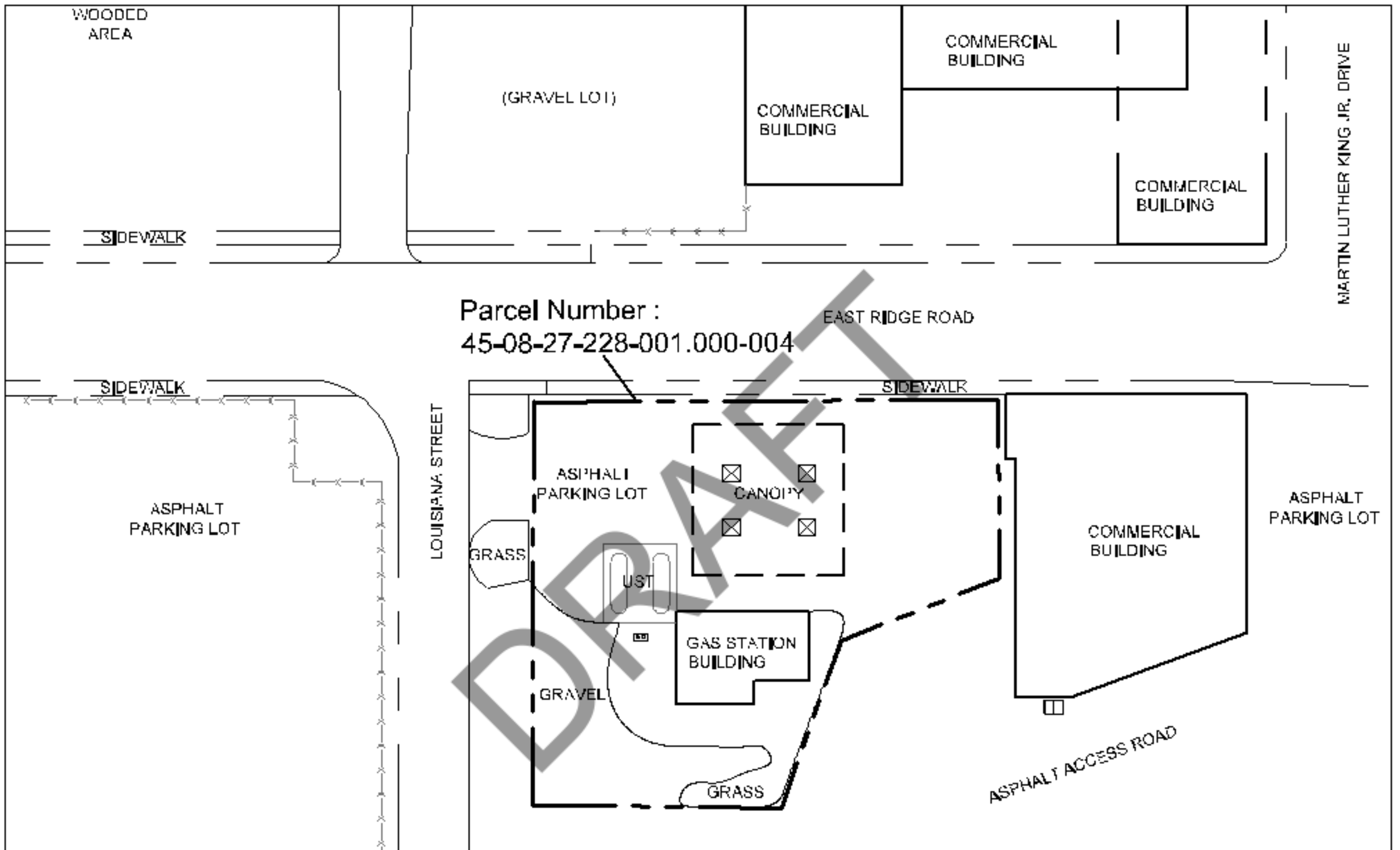
  
\_\_\_\_\_  
Nirjodh C. Singh

No Sales Disclosure Needed  
Feb 22 2022  
By: FGR  
Office of the Lake County Assessor



EXHIBIT B  
SITE MAP

DRAFT



NOTES: Plan of Site map adapted from aerial imagery

**LEGEND**

----- APPROXIMATE SITE BOUNDARY

0 47  
Approximate Scale

Chahal Oil (Branded Clark Station)  
1401 East Ridge Road  
Gary, Lake County, Indiana 46409  
LUST Incident #: 200404501

**Site Plan**

PROJECT NO.	DRAWING	DATE	FIGURE
2025-046	AS	3/25/35	B

**APEC**  
An Engineering & Consulting

**AP ENGINEERING & CONSULTING**  
6135 West 400 North  
Greenfield, IN 46140  
www.apecindy.com  
317-436-7529 or 317-871-8580

January 14, 2021

City of Gary  
Department of Public Works  
401 Broadway, Suite 105  
Gary, Indiana 46402

**Re: Notification of Residual Petroleum Contaminants in Right of Ways of East Ridge Road and 36<sup>th</sup> Place**

Clark-Branded Station (Former Marathon-Branded Station)  
1401 East Ridge Road  
Gary, Lake County, Indiana 46409  
**IDEM FID: #19783**  
**LUST Incident: #200404501**  
Golars Project: E-11007

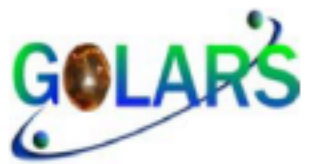
To Whomever It May Concern:

Golars Environmental Engineering (Golars) is submitting this notification to inform the City of Gary of residual petroleum contaminants-of-concern (COCs) in groundwater within the Right-of-Ways (ROWs) of East Ridge Road and 36<sup>th</sup> Place in Gary, Indiana.

Petroleum-contaminated soil and groundwater were discovered in April 2004 at the Clark-Branded Station located at the address referenced above. Site characterization was completed in accordance with the Indiana Department of Environmental Management (IDEM) requirements and the extent of petroleum COCs has been determined. The residual petroleum COCs are associated with a petroleum release which was assigned Leaking Underground Storage Tank (LUST) Incident #200404501 by IDEM. Based on the most recent laboratory analytical results, petroleum-contaminated groundwater remains beneath the East Ridge Road and 36<sup>th</sup> Place ROWs. A map depicting the extent of residual petroleum-contaminated groundwater is provided as **Figure 1**.

Inspection of **Figure 1** indicates that groundwater within the East Ridge Road (in the vicinity of groundwater monitoring wells MW-4 and MW-5) and 36<sup>th</sup> Place ROW (in the vicinity of monitoring wells MW-16 and MW-17) contains residual petroleum COC concentrations exceeding the IDEM's *Remediation Closure Guide* (RCG) Commercial/Industrial Vapor Exposure, Residential Vapor Exposure and TAP Groundwater Screening Levels (GWSLs), respectively. It is very likely that natural processes will, over time, reduce petroleum COC concentrations to below IDEM RCG GWSLs.

Closure of the LUST Incident #200404501 will be achieved by placing an Environmental Restrictive Covenant (ERC) on the deed of the Clark-Branded Station property restricting land and groundwater use. Documents pertaining to the environmental investigation are accessible on the IDEM Virtual File Cabinet (VFC) available at [www.in.gov/idem](http://www.in.gov/idem).



Should you have any questions regarding this submittal or need additional information, please contact the undersigned at (317) 500-0000. Further correspondence to Golars regarding this project should be sent to [contact@golars.com](mailto:contact@golars.com).

Respectfully Submitted,

**GOLARS, LLC**

A handwritten signature in black ink, appearing to read "Sean Coats".

Sean Coats, CHMM  
Senior Project Manager  
[scoats@golars.com](mailto:scoats@golars.com)



**Figure 1 – Groundwater Analytical Results – Fourth Quarter 2020**



Golars Environmental Engineering | 15755 North Point Boulevard  
Noblesville, Indiana 46060

**LEGEND:**

- PROPERTY BOUNDARY
- FENCE
- CANOPY
- MW-1 MONITORING WELL
- MW-3 ABANDONED/DESTROYED MONITORING WELL
- P-16 TEMPORARY MONITORING WELL
- FUEL DISPENSER
- SIGN
- 8K GAS
- UST, SIZE AND CONTENT

**NOTES:**

- ND - Non-Detect
- GWSLs - Groundwater Screening Levels
- IDEM - Indiana Department of Environmental Management
- RCG - Remediation Closure Guide
- VOCs - Volatile Organic Compounds
- RVE - Residential Vapor Exposure
- C/IVE - Commercial/Industrial Vapor Exposure
- < - Analytical result is below the respective laboratory reporting limit
- Results are presented in Micrograms per Liter (µg/L)
- Constituents not analyzed or detected below lab detection limits are not presented
- GWSLs per the IDEM RCG with corrections through July 9, 2012 - Appendix A/ Table A-6 (March 4, 2020)
- Analytical results above RCG Tap GWSL are **bold and red**
- Analytical results above RCG RVE GWSL are **bold, italicized, underlined, and green**
- Analytical results above RCG C/IVE GWSL are **bold, underlined, and purple**

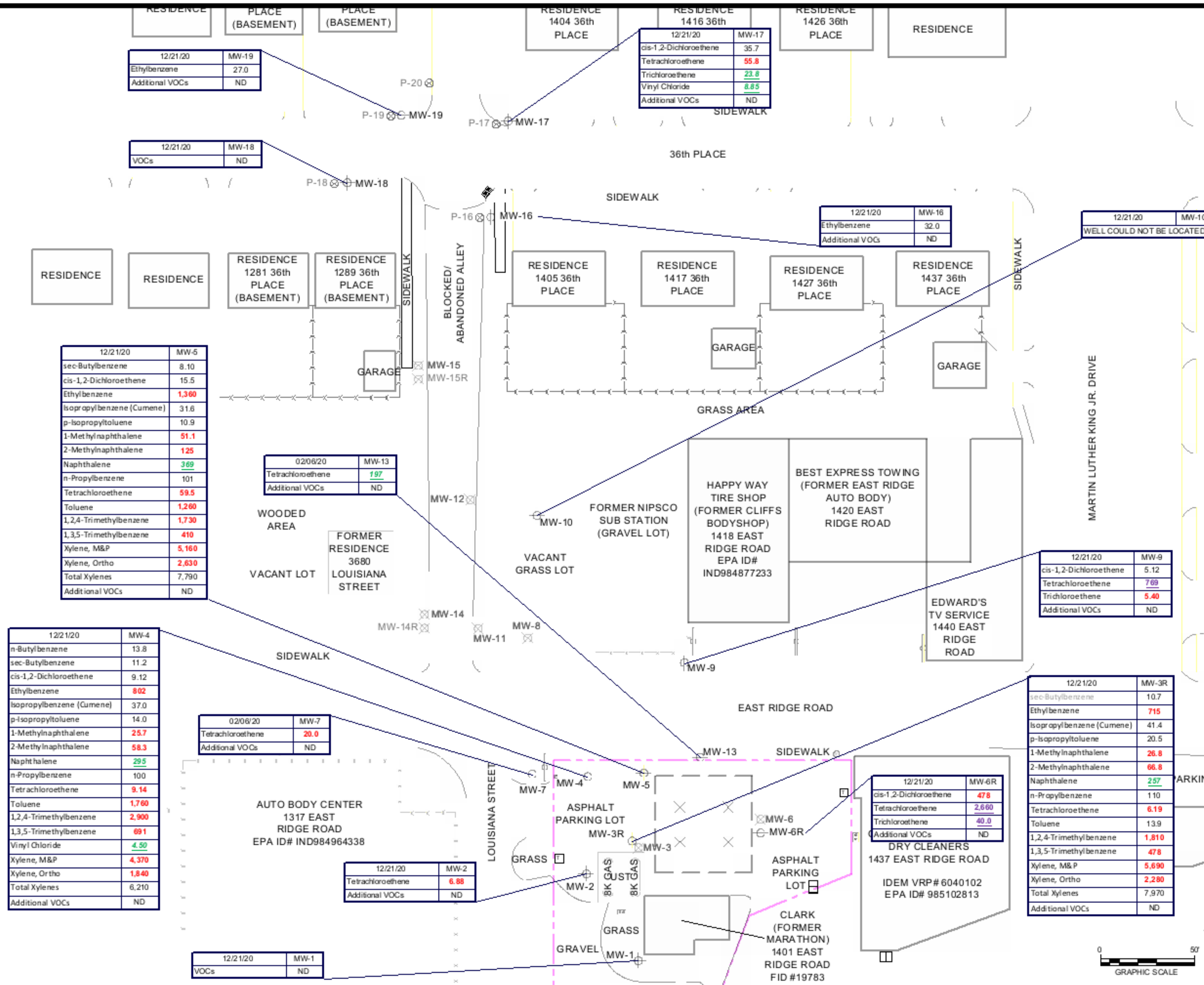
Contaminant-of-Concern (COC)	RCG TAP GWSL	RCG RVE GWSL	RCG C/IVE GWSL
Benzene	5	25	120
cis-1,2-Dichloroethene	70	NA	NA
Ethylbenzene	700	NA	NA
1-Methylnaphthalene	11	NA	NA
2-Methylnaphthalene	36	NA	NA
Naphthalene	1.7	110	460
Tetrachloroethene	5	110	470
Toluene	1,000	NA	NA
Trichloroethene	5	8.7	38
1,2,4-Trimethylbenzene	56	NA	NA
1,3,5-Trimethylbenzene	60	NA	NA
Vinyl Chloride	2	2.7	35
Xylene, M&P	190	NA	NA
Xylene, Ortho	190	NA	NA

**GROUNDWATER ANALYTICAL RESULTS MAP - FOURTH QUARTER 2020**

Clark Branded Station (Former Marathon Branded Station)  
1401 East Ridge Road  
Gary, Indiana 46409

CHECKED: S. Coats | DRAWN: B. Singh | DATE: 1/11/21

PROJECT NO: **E-11007** | FIGURE: **1**



12/21/20	MW-19
Ethylbenzene	27.0
Additional VOCs	ND

12/21/20	MW-17
cis-1,2-Dichloroethene	35.7
Tetrachloroethene	55.8
Trichloroethene	23.8
Vinyl Chloride	8.85
Additional VOCs	ND

12/21/20	MW-18
VOCs	ND

12/21/20	MW-16
Ethylbenzene	32.0
Additional VOCs	ND

12/21/20	MW-10
WELL COULD NOT BE LOCATED	

12/21/20	MW-5
sec-Butylbenzene	8.10
cis-1,2-Dichloroethene	15.5
Ethylbenzene	1,360
Isopropylbenzene (Cumene)	31.8
p-Isopropyltoluene	10.9
1-Methylnaphthalene	51.1
2-Methylnaphthalene	125
Naphthalene	369
n-Propylbenzene	101
Tetrachloroethene	59.5
Toluene	1,260
1,2,4-Trimethylbenzene	1,730
1,3,5-Trimethylbenzene	410
Xylene, M&P	5,160
Xylene, Ortho	2,630
Total Xylenes	7,790
Additional VOCs	ND

02/06/20	MW-13
Tetrachloroethene	197
Additional VOCs	ND

12/21/20	MW-9
cis-1,2-Dichloroethene	5.12
Tetrachloroethene	769
Trichloroethene	5.40
Additional VOCs	ND

12/21/20	MW-4
n-Butylbenzene	13.8
sec-Butylbenzene	11.2
cis-1,2-Dichloroethene	9.12
Ethylbenzene	802
Isopropylbenzene (Cumene)	37.0
p-Isopropyltoluene	14.0
1-Methylnaphthalene	25.7
2-Methylnaphthalene	58.3
Naphthalene	295
n-Propylbenzene	100
Tetrachloroethene	9.14
Toluene	1,760
1,2,4-Trimethylbenzene	2,900
1,3,5-Trimethylbenzene	691
Vinyl Chloride	4.50
Xylene, M&P	4,370
Xylene, Ortho	1,840
Total Xylenes	6,210
Additional VOCs	ND

02/06/20	MW-7
Tetrachloroethene	20.0
Additional VOCs	ND

12/21/20	MW-3R
sec-Butylbenzene	10.7
Ethylbenzene	715
Isopropylbenzene (Cumene)	41.4
p-Isopropyltoluene	20.5
1-Methylnaphthalene	26.8
2-Methylnaphthalene	66.8
Naphthalene	257
n-Propylbenzene	110
Tetrachloroethene	6.19
Toluene	13.9
1,2,4-Trimethylbenzene	1,810
1,3,5-Trimethylbenzene	478
Xylene, M&P	5,690
Xylene, Ortho	2,280
Total Xylenes	7,970
Additional VOCs	ND

12/21/20	MW-2
Tetrachloroethene	6.88
Additional VOCs	ND

12/21/20	MW-6R
cis-1,2-Dichloroethene	47.8
Tetrachloroethene	2,660
Trichloroethene	40.0
Additional VOCs	ND

12/21/20	MW-1
VOCs	ND

