



May 7, 2024

Ms. Clare Parker
Indiana Department of Environmental Management
State Cleanup Section
100 North Senate Avenue, IGCN, Room 1101
Indianapolis, Indiana 46204-2251

**Subject: Environmental Restrictive Covenant
3245 Lincoln Way West, South Bend, St. Joseph County, Indiana
IDEM State Cleanup Site #0000994**

Dear Ms. Parker:

Specialty Earth Sciences, LLC (SE Sciences) has prepared an *Environmental Restrictive Covenant (ERC)* for the property located at 3245 Lincoln Way West, South Bend, Indiana. This *ERC* was prepared consistent with the requirements of the Indiana Department of Environmental Management (IDEM). For more details see the attached copy of the recorded *ERC (Appendix A)*.

Sincerely,
SPECIALTY EARTH SCIENCES, LLC

Eric S. Lewis, LPG (IN #2180)
Senior Geologist

Attachment

APPENDIX A

ENVIRONMENTAL RESTRICTIVE COVENANT

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 17th day of April, 2024, by Unique Beauty 2 LLC, 3245 Lincoln Way West, South Bend, IN 46628 (together with all successors and assignees, collectively "Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of St. Joseph, Indiana, which is located at 3245 Lincoln Way West, South Bend, IN 46628 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 August 30, 2022, and recorded on September 2, 2022, as Deed Record 2022-25867, in the Office of the Recorder of St. Joseph County, Indiana. The Real Estate consists of approximately 0.44 acres and has also been identified by the county as parcel identification number 71-08-04-226-003.000-026. The Real Estate, to which the restrictions in this Covenant apply, is depicted on a map attached hereto as Exhibit "B".

WHEREAS: Response action was implemented in accordance with IC-13-25-4 and/or other applicable Indiana law as a result of a release of hazardous waste and/or hazardous substances relating to the historic operations on the Unique Beauty & Wigs Site. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is #0000994.

WHEREAS: Certain contaminants of concern ("COCs") remain in the groundwater of the Real Estate following completion of the response actions. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the Owner implements and complies with the land use restrictions as required herein. The COC is tetrachloroethene (PCE).

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/). The Real Estate is also depicted as a polygon on IDEM's GIS webviewer (currently <https://on.in.gov/ideminteractivemap>).

NOW THEREFORE, Owner 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 childcare 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.

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 _____, 2024, RECORDED IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY ON _____, 2024, INSTRUMENT NUMBER (or other identifying reference) 2024-08438 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 St. Joseph 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:
Unique Beauty 2 LLC
3245 Lincoln Way West
South Bend, IN 46628

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.

EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

Transfer 60861
Taxing Unit South Bend
Date 09/02/2022

2022-25867
RECORDED AS PRESENTED ON
09/02/2022 10:36 AM
MARY BETH WISNIEWSKI
ST. JOSEPH COUNTY
RECORDER
PGS: 3 FEES: 25.00

Tax ID Number(s):
018-2193-724803
71-08-04-228-003-000-026

WARRANTY DEED

COUNTY OF ST. JOSEPH
THIS INDENTURE WITNESSETH THAT

Robert J. Kranc and Eunchoe Kranc, husband and wife

CONVEY(S) AND WARRANT(S) TO


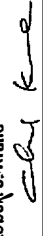
Unique Beauty 2 LLC, for Ten Dollars and other valuable consideration the receipt whereof is hereby acknowledged,
the following described REAL ESTATE in Saint Joseph County, in the State of Indiana, to wit:

LNC SEE ATTACHED EXHIBIT "A"

Subject to Real Estate taxes now due and payable and to be paid.

Subject to covenants, restrictions and easements of record.

IN WITNESS WHEREOF, the Grantor has executed this deed this 30 day of August 2022


Robert J. Kranc

Eunchoe Kranc

DULY ENTERED FOR TAXATION
ST. JOSEPH CO. INDIANA
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

State of Arizona, County of Maricopa ss:

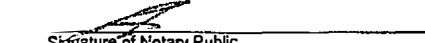
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Robert J. Kranc and Eunchar Kranc who acknowledged the execution of the foregoing Deed and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS, my hand and Seal this 30 day of August, 2022

314030
My Commission Expires:

314030
Commission No.

Maricopa County AZ
Notary Public County and State of Residence


Signature of Notary Public
Justin A. Stittsworth
Printed Name of Notary



This instrument was prepared by:
Debra A. Guy, Attorney-at-Law, IN #24473-71 MI #P69602
202 S. Michigan Street, Ste. 300, South Bend, IN 46601

Property Address:
3245 Lincolnway West, South Bend, IN 46628

Grantee's Address and Mail Tax Statements To:
3245 Lincolnway West
South Bend, IN 46628

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. Debra A. Guy

PROPERTY OF ST. JOSEPH COUNTY.

EXHIBIT A

A parcel of land located in the Northeast Quarter of Section 4, Township 37 North, Range 2 East, in Portage Township, being part of the City of South Bend, and more particularly described as follows: Commencing at a point on the Northerly right-of-way line of Lincolnway West that is 846.27 feet South and 40 feet West of the Northeast corner of said Section 4, thence Northwesterly along the North right-of-way line of Lincolnway West a distance of 830.04 feet to the East right-of-way line of Iowa Street, same being the point of beginning, thence Northerly at a deflection to the right of 67 degrees 37 minutes along the East right-of-way line of Iowa Street a distance of 165 feet, thence at a deflection to the right of 90 degrees a distance of 99.86 feet, thence South on a line parallel with the East right-of-way line of Iowa Street a distance of 206.22 feet to the North right-of-way of Lincolnway West, thence at a deflection to the right of 112 degrees, 23 minutes along the North right-of-way line of Lincolnway West a distance of 108 feet to the point of beginning in St. Joseph County, Indiana.

EXHIBIT B
MAP OF THE REAL ESTATE

