



SESCO group

Environmental Solutions

June 25, 2024

Ms. Crystal Haulter
Indiana Department of Environmental Management
Office of Land Quality – State Cleanup Section
100 North Senate Avenue, Room 1101
Indianapolis, Indiana 46204-2251

**RE: Revised Draft ERCs for Site Closure Strategy
Former ALAC Garment Services Facility
233 Sycamore Street
Anderson, Indiana 46016
State Cleanup Site #0000195
SESCO Project #3312**

Dear Ms. Haulter,

SESCO Group (SESCO) is pleased to provide you with the responses for the Former ALAC Garment Services facility (hereinafter referred to as the “Site”). The following letter has been prepared as requested by the Indiana Department of Environmental Management (IDEM) in the January 4, 2024, *Response to IDEM’s Site Closure Strategy Letter/Soil Management Plan/Draft ERCs* letter. A copy of the IDEM letter is included in **Appendix A**. In this IDEM letter, the soil management plan (SMP) is acceptable based on the data submitted. The responses to each *IDEM Comment* are outlined below, and the requested revised Draft Environmental Restrictive Covenants (ERCs) are included as attachments.

1. *Based on the maps provided, it is unclear which ERCs require reference to the SMP. It appears that the parcels associated with ERC #1 may not overlap with the Level 2 Soil Management Area. If it is determined that all parcels encompassed by an ERC are outside the Level 2 Soil Management Area, the SMP reference should be removed from that respective ERC.*

SESCO updated the Soil Management Plan’s (SMP) Level 2 Soil Management Area Map with the county tax parcels layer shown. The revised Level 2 Soil Management Area Map is included as **Appendix B**. SESCO determined that the parcels associated with ERC #1 (parcels 1, 12, and 13) do not overlap with the Level 2 Soil Management Area; thus, the SMP reference from the restriction language in Section I. 1.(d) was removed from ERC #1. A reference map depicting these parcels, with SESCO-designated numbering, is included in **Appendix C** for reference. The Revised Draft ERC #1 is included in **Appendix D**.

SESCO also determined that parcel 2 associated with ERC #3 and parcels 7 & 9 associated with ERC #2 require reference to the SMP. Per IDEM Comment #2, the “Affected Area” sentence was included at the end of the first WHEREAS paragraph for these SMP-associated ERCs. The restriction language in Section I. 1.(d) was changed as noted by the IDEM for these SMP-associated ERCs. The Revised Draft ERC #3 for parcel 2 is included in **Appendix E**. Further discussion for the ERCs associated with parcels 7 & 9 is included in the response for Comment #2.

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2. For the ERCs where the SMP is applicable, the “Construction Worker Restriction Area” must be spatially defined via legal survey or GPS coordinates and a map depicting the location must be included as an exhibit. The following sentence should be included at the end of the first WHEREAS paragraph,

An “Affected Area” to which additional restrictions apply, is depicted on a map attached hereto as Exhibit “C.”

The restriction language should be changed to read,

Shall neither engage in nor allow excavation of soil in the area identified via [choose one: GPS coordinates/legal survey] as the “Construction Worker Restriction Area” depicted in Exhibit “C.” The owner, upon the Department’s request, shall provide the Department evidence showing the excavated and restored area does not represent a threat to human health or the environment. In accordance with the Soil Management Plan, described in VFC #83550355, and any IDEM approved updates.

As stated in Comment #1, the environmental restrictive covenants (ERCs) where the SMP is applicable are parcel 2 associated with ERC #3 and parcels 7 & 9 associated with ERC #2. The “Affected Area” sentence was included at the end of the first WHEREAS paragraph for these ERCs. The restriction language in Section I. 1.(d) was changed as noted by the IDEM for these SMP-associated ERCs.

The “Construction Worker Restriction Area” map has been spatially defined by Global Positioning System (GPS) coordinates and is included as **Appendix F** for IDEM review. The corners of the restricted area were squared off and each corner was designated as A through G. The corner coordinates are provided in the Indiana State Plane East zone. For those Revised Draft ERCs where the SMP is applicable, this map is also included in each respective ERC as Exhibit C.

The ERC #2 submitted with the last correspondence (dated September 25, 2023), had one (1) warranty deed for the nine (9) parcels included on deed record 053233 (owner listed as ALAC Services Inc.). Since September 2023, those parcels were sold in the Madison County Tax Sale. On November 1, 2023, the IDEM sent the new property owner a letter regarding the properties purchased at tax sale (located on the Virtual File Cabinet, VFC, as document #53553137). On November 15, 2023, the buyer responded to the IDEM (VFC #83567403). On December 12, 2023, there was correspondence between IDEM and the new property owner (VFC #83578236).

Each of the nine (9) parcels were recorded on separate tax deeds, stating the same new property owner, on November 13, 2023, however the dates of Deed signing for the nine (9) parcels are different. Per IDEM correspondence on April 3, 2024, to SESCO’s inquiry dated March 27, 2024, separate ERCs have been tailored for each deed, especially for those parcels associated with the SMP. Thus, ERC #2 has been split into nine (9) separate ERCs, designated as ERC #2A through ERC #2I. The Revised covenants ERC #2A through ERC #2I are included as **Appendix G** through **Appendix O**, respectively. The split ERCs that references the SMP are ERC #2E (**Appendix K**) and ERC #2G (**Appendix M**).

3. For ERC #2 (0, 201, and 207 Sycamore Street), the Owner name and Deed Record information must be updated throughout to reflect the recent property transaction. A copy of the current deed should be provided so that IDEM can verify the information.

The recent property transaction resulted in nine (9) separate tax deeds for ERC #2. As discussed in Comment #2, nine (9) separate ERCs were drafted based upon one (1) deed per ERC and different SMP requirements for three of

those parcels. The owner name and deed record information has been updated throughout each separate ERC and the corresponding deed records are included in Exhibit B of their respective ERCs (refer to **Appendix G** through **Appendix O**).

4. *For ERC #4 (0 6th Street), there were issues with the tax deed (legal descriptions) provided. A complete legal description or bounding coordinates must be provided so that the restricted area can be plotted. The following issues must be addressed:*

a. *The County website has conflicting acreage for 48-11-11-900-001.000-003, listing it as 9.34 acres on the web map and 5.73 acres on the property card. According to IDEM's measurements, the property is 5.7 acres.*

b. *The ERC indicates that the property's legal description is, "PT NE SW PT SW NE & PT SE NW 5.7300Acres", which does not correspond exactly to any of the items in the Tax deed. The one that matches most closely is Topa Land Co, Inc. Key # 1136-1 (which agrees with the Tax ID on the county website for said parcel); however, the legal description is slightly different with "Pt NE SW Pt SW NE & Pt NW".*

SESCO enlisted the assistance of the Deputy Auditor for Madison County to provide complete legal description for parcel number 48-11-11-900-001.000-003. The complete legal description for the parcel of ERC #4 spans three (3) different deeds. The Deputy Auditor stated that the parcel number was listed on Instrument no. 9407662 (dated March 22, 1994), as was previously submitted with Draft ERC #4. The Deputy Auditor followed this deed record back to the previous Instrument No. 9201394 (dated January 28, 1992). This record is a corporate warranty deed where Topa Land Co., Inc. (9.337 acres), sold tract #1 and tract #2 to another party. The Deputy Auditor followed this deed record back further and found the quitclaim Deed Record 645-095 (dated February 19, 1988) where the Board of Commissioners of Madison County released and quitclaim deed to the Topa Land Co., Inc., the entire parcel area of 9.337 acres. The Deputy Auditor confirmed that this acreage was the one listed on the County website as it is tied to the original parcel acreage from Deed Record 645-095. The maps and complete legal description that the Deputy Auditor provided SESCO are included in **Appendix P** for reference.

While at the office of the Deputy Auditor for Madison County, SESCO asked the auditor to verify the County website versus the property card. The website that the auditor used was <https://mccog.maps.arcgis.com>. The Deputy Auditor drew the four corners of this parcel onto the website to obtain the area of this parcel, which resulted in a measurement of approximately 5.7 acres. The Deputy Auditor did confirm the acreage listed on the property card, 5.73 acres, is the correct acreage for parcel number 48-11-11-900-001.000-003.

SESCO corresponded with the IDEM regarding the proposed "Real Estate" sentences in the first Whereas paragraph and how the three deeds should be incorporated into the paragraph and referenced as Exhibit B. Per IDEM correspondence on April 3, 2024, the proposed language in the first Whereas paragraph was acceptable. The Revised Draft ERC #4 is included in **Appendix Q**.

5. *For ERC #6 (0 W 2nd Street), in the first paragraph and in the IN WITNESS WHEREOF statement on the signature page, the Owner name should be changed from "City of Anderson" to "City of Anderson, Indiana". In the first WHEREAS paragraph, "Deed Record 4532 Page 288" should be changed to "Deed Record 4532 Page 288-289".*

SESCO changed ERC #6 as noted. The Revised Draft ERC #6 is included in **Appendix R**.

There were no IDEM comments for ERC #5 (IDEM letter included in **Appendix A**) as it was submitted in SESCO's *Response to IDEM's Site Closure Strategy Letter – Soil Management Plan & Draft ERCs*, dated October 25, 2023 (VFC #83550355). However, SESCO did change the year number in the first paragraph to 'Choose an Item'. At the time of this submittal, it is unknown if the ERC recording date will be in 2024. To keep the ERC revisions together, SESCO is including the Revised Draft ERC #5 with this response and included it in **Appendix S**.

There have also been no IDEM comments regarding the *Closure Strategy*, dated May 31, 2023 (VFC #83482951), in either IDEM comment letter dated July 26, 2023 (VFC #83513347) or January 4, 2024 (No VFC number). These IDEM letters contained comments requesting a Soil Management Plan or comments regarding the draft ERCs.

SESCO respectfully requests a review and response of the information included in this correspondence, in addition to a written response regarding the *Closure Strategy* report.

If you have any questions about this submittal or would like to discuss this further, please feel free to contact Kimberly Jurczak at (317) 347-9590, extension 30, or email kjurczak@sescogroup.com.

Sincerely,

SESCO Group



Kimberly A. Jurczak, **P.E. #10504829**
Project Manager



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

Cc: SESCO Project File
Attorney Frederic Sipe, Sipe, Pankow, Rumley & Courtney
Attorney David Guevara, Taft Law

SESCO Group

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Appendix A	IDEM Correspondence
Appendix B	Revised SMP Area Map
Appendix C	Reference Parcel Map
Appendix D	Revised Draft ERC #1
Appendix E	Revised Draft ERC #3
Appendix F	Construction Worker Restriction Area Map
Appendix G	Draft ERC #2A
Appendix H	Draft ERC #2B
Appendix I	Draft ERC #2C
Appendix J	Draft ERC #2D
Appendix K	Draft ERC #2E
Appendix L	Draft ERC #2F
Appendix M	Draft ERC #2G
Appendix N	Draft ERC #2H
Appendix O	Draft ERC #2I
Appendix P	Deputy Auditor Information
Appendix Q	Revised Draft ERC #4
Appendix R	Revised Draft ERC #6
Appendix S	Revised Draft ERC #5

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Appendix A

IDEM Correspondence



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204
(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb
Governor

Brian C. Rockensuess
Commissioner

January 4, 2024

VIA EMAIL

ALAC Services, Inc.
c/o Frederic Sipe, Esq.,
Sipe, Pankow, Rumley & Courtney
225 North Delaware Street
Indianapolis, IN 46204
Email: sipef@indylawyers.biz

**Re: Response to IDEM's *Site Closure Strategy Letter*
*Soil Management Plan & Draft ERCs***
Former ALAC Garment Services
233 Sycamore Street
Anderson, Madison County
State Cleanup Site #0000195

Dear Mr. Sipe:

The Indiana Department of Environmental Management (IDEM) has reviewed the *Response to IDEM's Site Closure Strategy Letter – Soil Management Plan & Draft ERCs* (Response to Comments), dated October 25, 2023, which was prepared and submitted by SESCO Group. The Response to Comments was submitted in response to a release(s) of hazardous substances and petroleum at the former ALAC Garment Services located at 233 Sycamore Street, Anderson, Madison County, Indiana (Site). The Response to Comments is available in IDEM's Virtual File Cabinet (VFC) as Content ID #[83550355](#). The VFC is located on IDEM's website at <https://vfc.idem.in.gov/>.

The document was evaluated based on IDEM's *Risk-based Closure Guide* ("RCG" or "R2") and *State Cleanup Program Guide* non-rule policy documents and *Test Methods for Evaluating Solid Waste, Physical/Chemical Methods* (SW846) Third Edition, Update III. Non-rule policy documents are located at: <https://www.in.gov/idem/resources/nonrule-policies/effective-nonrule-policies/>. Based on the data submitted, the Soil Management Plan (SMP) is acceptable. The following IDEM comments must be addressed in the revised Draft Environmental Restrictive Covenants (ERCs):



Visit on.IN.gov/survey or scan the QR code to provide feedback.

We appreciate your input!



Comments

1. Based on the maps provided, it is unclear which ERCs require reference to the SMP. It appears that the parcels associated with ERC #1 may not overlap with the Level 2 Soil Management Area. If it is determined that all parcels encompassed by an ERC are outside the Level 2 Soil Management Area, the SMP reference should be removed from that respective ERC.
2. For the ERCs where the SMP is applicable, the “Construction Worker Restriction Area” must be spatially defined via legal survey or GPS coordinates and a map depicting the location must be included as an exhibit. The following sentence should be included at the end of the first WHEREAS paragraph,

An “Affected Area” to which additional restrictions apply, is depicted on a map attached hereto as Exhibit “C”.

The restriction language should be changed to read,

Shall neither in engage in nor allow excavation of soil in the area identified via [choose one: GPS coordinates/legal survey] as the “Construction Worker Restriction Area” depicted in Exhibit “C”. The owner, upon the Department’s request, shall provide the Department evidence showing the excavated and restored area does not represent a threat to human health or the environment. In accordance with the Soil Management Plan, described in VFC #83550355, and any IDEM approved updates.

3. For ERC #2 (0, 201, and 207 Sycamore Street), the Owner name and Deed Record information must be updated throughout to reflect the recent property transaction. A copy of the current deed should be provided so that IDEM can verify the information.
4. For ERC #4 (0 6th Street), there were issues with the tax deed (legal descriptions) provided. A complete legal description or bounding coordinates must be provided so that the restricted area can be plotted. The following issues must be addressed:
 - a. The County website has conflicting acreage for 48-11-11-900-001.000-003, listing it as is 9.34 acres on the web map and 5.73 acres on the property card. According to IDEM’s measurements, the property is 5.7 acres.
 - b. The ERC indicates that the property’s legal description is, “PT NE SW PT SW NE & PT SE NW 5.7300Acres”, which does not correspond exactly to any of the items in the Tax deed. The one that matches most closely is Topa Land Co, Inc. Key # 1136-1 (which agrees with the Tax ID on the county website for said parcel); however, the legal description is slightly different with “Pt NE SW Pt SW NE & Pt NW”.
5. For ERC #6 (0 W 2nd Street), in the first paragraph and in the IN WITNESS WHEREOF statement on the signature page, the Owner name should be changed from “City of Anderson” to

“City of Anderson, Indiana”. In the first WHEREAS paragraph, “Deed Record 4532 Page 288” should be changed to “Deed Record 4532 Page 288-289”.

Conclusions

Please submit the revised Draft ERCs to IDEM via the State Cleanup e-Submission Portal (ESP) within 60 days of the date of this letter.

To request access to the ESP, complete State Agency Form 57103, available on IDEM’s website at idem.in.gov/myesubmission. Please note that the size limit for an electronic document remains at 75 megabytes (MB) per IDEM Office of Land Quality electronic document submittal guidelines, which are available online at: www.in.gov/idem/landquality/2368.htm.

If you have any questions or comments concerning this matter, please contact me by phone at (317) 234-1957 or by email at chaulter@idem.in.gov, or you may call IDEM’s toll free number at (800) 451-6027 and ask for Crystal Haulter.

Sincerely,



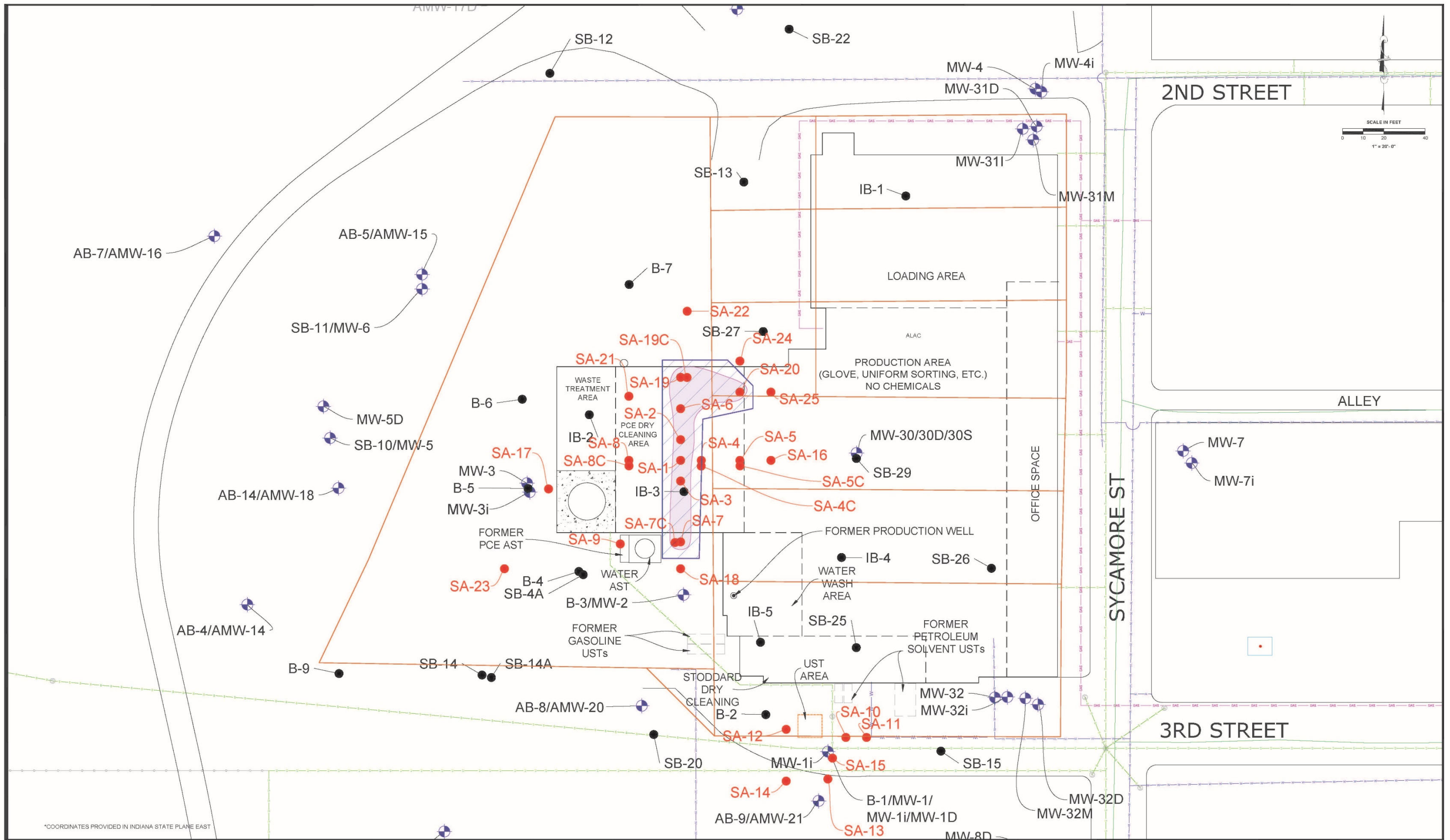
Crystal Haulter
State Cleanup Section
Office of Land Quality

cc: IDEM Site #0000195
Kyle Burns, Esq., IDEM Office of Legal Counsel
Kimberly Jurczak, SESCO Group
Madison County Health Department

If a technical dispute arises and cannot be resolved in a timely manner, please see IDEM’s website for information about appealing technical decisions through the Office of Land Quality’s Technical Review Panel pilot program at: www.in.gov/idem/cleanups/2370.htm.

Appendix B

Revised Soil Management Plan Area Map



*COORDINATES PROVIDED IN INDIANA STATE PLANE EAST



LEGEND			
	SOIL BORING		SEWER LINES
	MONITORING WELL		WATER LINES
	SOURCE AREA BORINGS		ELECTRIC LINES
	FENCE LINE		GAS LINES
	TREES		SEWER MANHOLE
	HYDRANT		COUNTY TAX PARCELS
			LEVEL 2 SOIL AREAS
			CONSTRUCTION WORKER RESTRICTION AREA

**SOIL MANAGEMENT PLAN:
SOIL RESTRICTION AREAS**

ALAC GARMENT SERVICES, INC.
233 SYCAMORE STREET
ANDERSON, INDIANA 46016

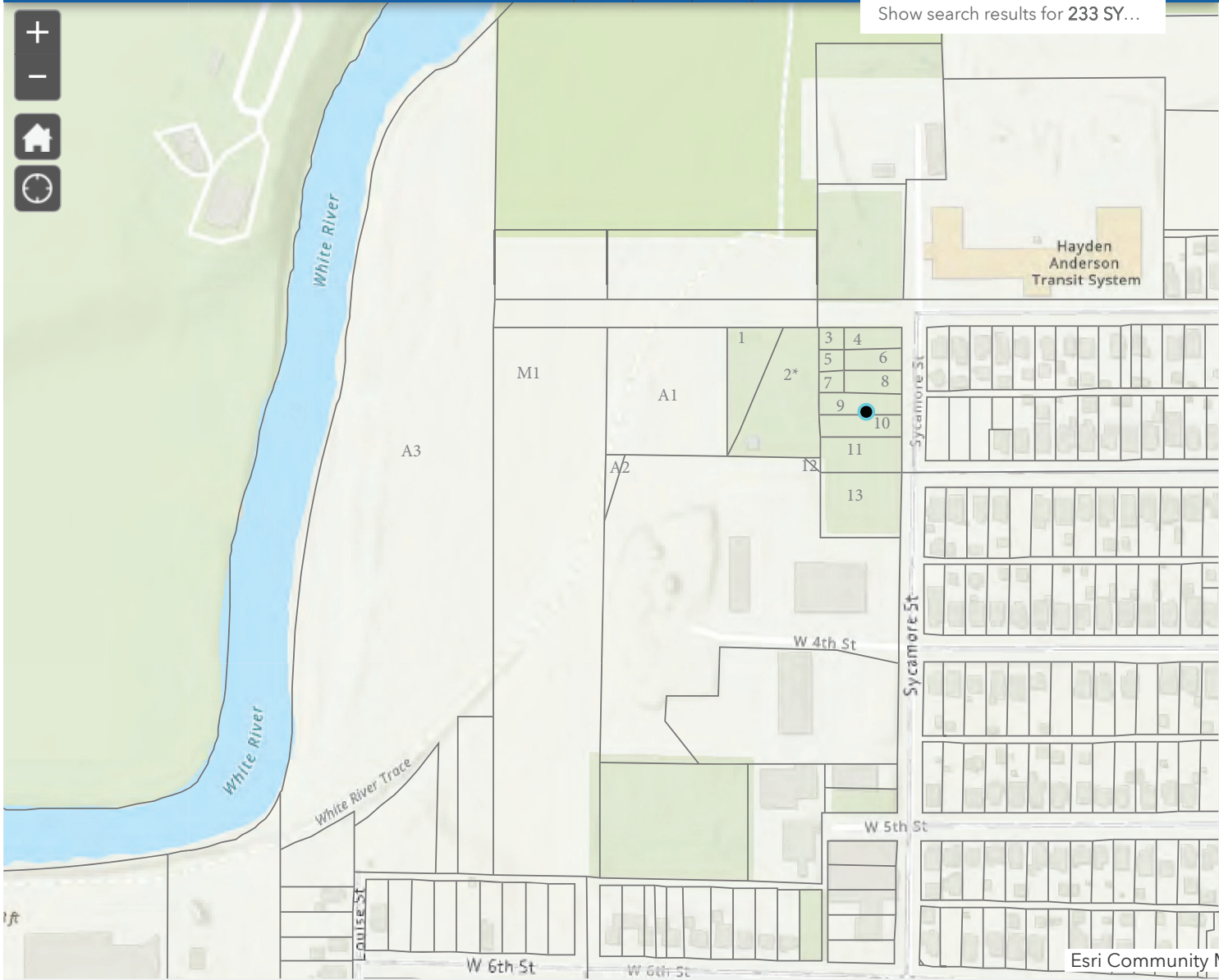
DRAWN BY: SWB	DATE: 04-09-2024	PROJECT # 3312	FIGURE B
REVIEWED BY: KAJ			

Appendix C

Reference Parcel Map



Show search results for 233 SY...



Text included in Closure Strategy, dated May 31, 2023:
 ALAC Services Inc: owns Parcels 1, and 3 through 13.
 Angela Griffin owns Parcel 2.
 Parcels 1 through 13 will be placed under the on-Site ERC.

City of Anderson owns Parcels A1, A2 & A5 for the off-Site ERC.
 Madison County owns parcel M1 for the off-site ERC.

Updated 4/3//2024 per IDEM Correspondence
 Parcels 3 through 11 were sold in the Madison County Tax Sale.
 These parcels are now owned by Maruiz Kurylo and were recorded on nine (9) separate tax deeds.

Parcels 3 through 11 were included on ERC #2 (on-Site ERC). SESCO split ERC #2 into nine (9) separate ERCs that are tailored for each tax deed.

ALAC Services Inc: owns Parcels 1, 12, and 13; was included on ERC #1 (on-Site ERC).

Angela Griffin owns Parcel 2; was included on ERC #3 (on-Site ERC).

Madison County owns parcel M1; was included on ERC #4 (off-site ERC).

City of Anderson owns Parcels A1 and A2; was included on ERC #5 (off-site ERC).

City of Anderson owns Parcel A3; was included on ERC #6 (off-Site ERC).



300ft

-85.703 40.113 Degrees





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Appendix D

Revised Draft ERC #1

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Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this _____ Choose an item. day of _____ Choose an item., 20Choose an item., by ALAC Services Inc PO Box 3000; Anderson, IN 46018-3000 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at 0 and 333 Sycamore Street; Anderson, IN 46016 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 March 8, 1996, and recorded on March 11, 1996, as Deed Record 9604688, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 0.32 & 0.49 acres (for 0 Sycamore Street); and 0.01 acres (for 333 Sycamore Street) and has also been identified by the county as parcel identification numbers: 48-11-11-103-003.000-003, 48-11-11-402-036.000-003 (for 0 Sycamore Street); and 48-11-11-103-002.002-003 (for 333 Sycamore Street). 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 Former ALAC Garment Services Facility. The incident number assigned by the Indiana Department of Environmental Management (“Department or “IDEM”) for the release is #0000195.

WHEREAS: Certain contaminants of concern (“COCs”) remain in the soil and 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. These COCs are tetrachloroethylene (PCE) in soil; PCE, trichloroethylene (TCE), cis-dichloroethylene (cis-DCE), and vinyl chloride (VC) in groundwater.

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.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall restore soil disturbed as a result of excavation and construction activities in such a manner that the remaining contaminant concentrations do not present a threat to human health or the environment. This determination shall be made using the Department's current risk based guidance. Upon the Department's request, the Owner shall provide the Department written evidence (including sampling data) showing the excavated and restored area, and any other area affected by the excavation, does not represent such a threat. Contaminated soils that are excavated must be managed in accordance with all applicable federal and state laws; and disposal of such soils must also be done in accordance with all applicable federal and state laws.
- (e) Shall not construct or allow occupancy of a dwelling or work space on the Real Estate unless a vapor mitigation system or other effective IDEM approved remedy is installed, operated, and maintained within the dwelling or work space. 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 MADISON 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 Madison 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:
ALAC Services Inc
PO Box 3000
Anderson, IN 46018-3000

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, ALAC Services Inc the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this _____ day of _____, 20____.

Joseph A. Cook, Corporate Secretary

Printed Name of Signatory

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:
Kimberly Jurczak
SESCO Group
5154 E. 65th Street
Indianapolis, IN 46220

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 Jurczak

SESCO Group

5154 E. 65th Street

Indianapolis, IN 46220

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

DRAFT

1400
M.C.
Bent.

WARRANTY DEED

THIS INDENTURE WITNESSETH: That M. KEITH BETTS, of legal age, of Madison County, Indiana,

CONVEYS AND WARRANTS to ALAC SERVICES, INC., AN INDIANA CORPORATION, of Madison County, Indiana, for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, the following described Real Estate in Madison County in the State of Indiana, to-wit:

PARCEL I

Lots 170, 171 and part of a vacated alley and a part of vacated West 3rd Street, all in Evalyn Addition to the City of Anderson, the plat of which is recorded in Plat 5, page 66 in the records of Madison County, Indiana being bounded as follows:

BEGINNING at the intersection of the west right-of-way line of Sycamore Street and the centerline of West 3rd Street, both in Evalyn Addition to the City of Anderson, the plat of which is recorded in Plat Book 5, Page 66 in the records of Madison County, Indiana, thence South 01 degrees 45 minutes 56 seconds West (assumed bearing) 130.00 feet along the west right-of-way line of Sycamore Street to the southeast corner of Lot 171 in said Evalyn Addition; thence North 89 degrees 14 minutes 09 seconds West 162.41 feet along the south line of said Lot 171, and its westerly extension to the west line of said Evalyn Addition; thence North 00 degrees 44 minutes 23 seconds East 129.98 feet along the west line of said Evalyn Addition to the centerline of West 3rd Street; thence South 89 degrees 14 minutes 09 seconds East (169.31 feet deed) 164.74 feet along the centerline of said West 3rd Street to the POINT OF BEGINNING containing 0.49 acres, more or less.

PARCEL II

A part of Section 11, Township 19 North, Range 7 East located in the City of Anderson, Madison County, Indiana, being bounded as follows:

BEGINNING at the intersection of the west line of Evalyn Addition and the centerline of West 3rd Street both in Evalyn Addition to the City of Anderson, the plat of which is recorded in Plat Book 5, page 66 in the records of Madison County, Indiana, thence North 44 degrees 14 minutes 53 seconds West (assumed bearing) 42.44 feet to a point on the north line of the westerly extension of said West 3rd Street; thence South 89 degrees 14 minutes 09 seconds East 30.00 feet along the north line of the westerly extension of said West 3rd Street to the west line of said Evalyn Addition, thence South 00 degrees 44 minutes 23 seconds West 129.98 feet along the west line of

said Evalyn Addition to the POINT OF BEGINNING Containing 0.01 acres, more or less.

PARCEL III

A part of Section 11, Township 19 North, Range 7 located in the City of Anderson, Madison County, Indiana, being bounded as follows:

Commencing at the intersection of the West right-of-way line of Sycamore Street and the centerline of West 3rd Street, both in Evalyn Addition to the City of Anderson, the plat of which is recorded in Plat Book 5, page 66 in the records of Madison County; thence North 89 degrees 14 minutes 09 seconds West (assumed bearing) (169.31 feet deed) 164.74 feet measured along the centerline of said West 3rd Street to the west line of said Evalyn Addition, thence North 00 degrees 44 minutes 23 seconds East 30.00 feet along the West line of said Evalyn Addition to the north right-of-way line of said West 3rd Street; thence North 89 degrees 14 minutes 09 seconds West (176.31 feet deed) 180.72 feet along the westerly extension of the north right-of-way line of said West 3rd Street to the POINT OF BEGINNING of this description, thence North 01 degrees 10 minutes 45 seconds East 263.93 feet to the south line of a tract of land conveyed to the City of Anderson for street purposes and recorded in Deed Record 232, Page 408, thence South 89 degrees 14 minutes 20 seconds East 110.36 feet along the south line of said tract of land conveyed to the City of Anderson to the west line of a 0.787 acre tract of land recorded in Deed Record 560 page 229; thence south 24 degrees 31 minutes 11 seconds West (235.17 feet deed) 235.43 feet along the west line of said 0.787 acre tract of land to a non-tangent curve having a radius of 392.00 feet and being concave to the southeast, said point being North 65 degrees 41 minutes 24 seconds West from the radius point of said curve, thence southwesterly (51.24 feet deed) 51.53 feet measured along said curve and along the west line of said 0.787 acre tract of land to the POINT OF BEGINNING. Containing 0.32 acres, more or less.

This conveyance is made and accepted subject to real estate taxes for 1995 due and payable in 1996 and thereafter; to easements, both visible and of record; to roadways and restrictions of record.

IN WITNESS WHEREOF, The said Grantor above named, M. KEITH BETTS, of legal age, has hereunto set his hand and seal, this 8th day of March, 1996.



M. Keith Betts

STATE OF INDIANA, COUNTY OF MADISON, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 8 day of March, 1996, personally appeared the within named M. Keith Betts, of legal age, Grantor in the above conveyance, who acknowledged the execution of the above and foregoing Warranty Deed to be his voluntary act and deed, and, under oath, duly swore that the statements of fact therein contained are true.

WITNESS my hand and Notarial Seal.



Robert L. Austin, Notary Public

My Commission Expires:
October 23, 1999

A Resident of Madison County

This instrument prepared by Robert L. Austin, Attorney at Law
P.O. Box 151568
Anderson, Indiana 46015
(317) 644-2891

Duly Entered for Taxation
Subject to Final Acceptance for Transfer

MAR 11 1996

Oliver Cox "43113"
Auditor Madison County,
Ind

RECEIVED FOR RECORD

03 MAR 11 AM 9:57

Clerk of Court
MADISON COUNTY CLERK

EXHIBIT B

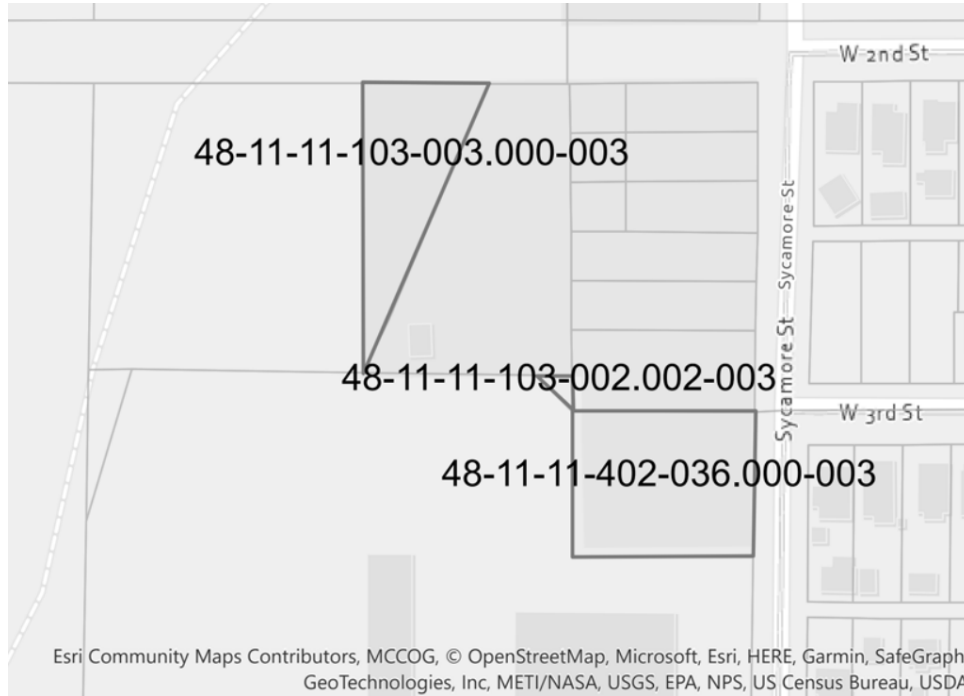
MAPS DEPICTING EACH PARCEL BOUNDARY

DRAFT

Madison County, IN

0 Sycamore Street; Anderson, IN 46016
 Parcels: 48-11-11-103-003.000-003 and 48-11-11-402-036.000-003

333 Sycamore Street; Anderson, IN 46016
 Parcel: 48-11-11-103-002.002-003



Parcel Information		Taxing District	
Parcel Number:	48-11-11-103-003.000-003	Township:	ANDERSON TOWNSHIP
Local Parcel Number:	18-1136-2A-4	Corporation:	ANDERSON COMMUNITY
Property Address:	0 SYCAMORE ST ANDERSON, IN 46016		
Neighborhood:	VARIOUS	Land Description	
Property Class:	VACANT LAND	<u>Land Type</u>	<u>Acreage</u>
Owner Name:	ALAC SERVICES INC	14	0.32
Owner Address:	PO BOX 3000 ANDERSON, IN 46018-3000		
Legal Description:	SE PLAT 4-5 0.3200Acres STR: 11197 SECTION: PLAT: 00 IN: OUT:		

Parcel Information		Taxing District	
Parcel Number:	48-11-11-402-036.000-003	Township:	ANDERSON TOWNSHIP
Local Parcel Number:	18-275-1	Corporation:	ANDERSON COMMUNITY
Property Address:	0 SYCAMORE ST ANDERSON, IN 46016		
Neighborhood:	VARIOUS	Land Description	
Property Class:	VACANT LAND	<u>Land Type</u>	<u>Acreage</u>
Owner Name:	ALAC SERVICES INC	13	0.49
Owner Address:	PO BOX 3000 ANDERSON, IN 46018-3000	<u>Lot</u>	
Legal Description:	EVALYN V/A PT V/S L 170	170	

Parcel Information		Taxing District	
Parcel Number:	48-11-11-103-002.002-003	Township:	ANDERSON TOWNSHIP
Local Parcel Number:	48-11-11-103-002.002-003	Corporation:	ANDERSON COMMUNITY
Property Address:	333 SYCAMORE ST ANDERSON, IN 46016		
Neighborhood:	VARIOUS	Land Description	
Property Class:	VACANT LAND	<u>Land Type</u>	<u>Acreage</u>
Owner Name:	ALAC SERVICES INC	13	0.01
Owner Address:	PO BOX 3000 ANDERSON, IN 46018-3000	<u>Lot</u>	
Legal Description:	SE 11-9-7 (0.010AC)	000	

Appendix E

Revised Draft ERC #3

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this _____ Choose an item. day of _____ Choose an item., 20____ Choose an item., by Angela Griffin 103 Stewart Lake Loop; Groveland, FL 34736 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at 233 Sycamore Street; Anderson, IN 46016 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 3, 2023, and recorded on February 21, 2023, as Deed Record 2023R002485, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 0.79 acres and has also been identified by the county as parcel identification number: 48-11-11-103-004.000-003. The Real Estate, to which the restrictions in this Covenant apply, is depicted on a map attached hereto as Exhibit "B". An “Affected Area” to which additional restrictions apply, is depicted on a map attached hereto as Exhibit “C”.

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 Former ALAC Garment Services Facility. The incident number assigned by the Indiana Department of Environmental Management (“Department or “IDEM”) for the release is #0000195.

WHEREAS: Certain contaminants of concern (“COCs”) remain in the soil and 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. These COCs are tetrachloroethylene (PCE) in soil; PCE, trichloroethylene (TCE), cis-dichloroethylene (cis-DCE), and vinyl chloride (VC) in groundwater.

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

- (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.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall neither engage in nor allow excavation of soil in the area identified via GPS coordinates as the "Construction Worker Restriction Area" depicted in Exhibit "C". The owner, upon the Department's request, shall provide the Department evidence showing the excavated and restored area does not represent a threat to human health or the environment. In accordance with the Soil Management Plan, described in VFC #83550355, and any IDEM approved updates.
- (e) Shall not construct or allow occupancy of a dwelling or work space on the Real Estate unless a vapor mitigation system or other effective IDEM approved remedy is installed, operated, and maintained within the dwelling or work space. 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 MADISON 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 Madison 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:
Angela Griffin
103 Stewart Lake Loop
Groveland, FL 34736-3014

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.

DRAFT

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 Jurczak

SESCO Group

5154 E. 65th Street

Indianapolis, IN 46220

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

DRAFT

FEB 21 2023

Rick Gardner
AUDITOR, MADISON COUNTY

Prescribed by the State Board of Accounts:

TAX DEED

WHEREAS ANGELA GRIFFIN did the 1st day of February, 2023 produce to the undersigned, RICK GARDNER, Auditor of the County of Madison in the State of Indiana, a certificate of sale dated the 28th day of March, 2022, signed by RICK GARDNER who, at the date of sale, was Auditor of the County, from which it appears that ANGELA GRIFFIN on the 28th day of March, 2022, purchased at public auction, held pursuant to law, the real property described in this indenture for the sum of \$382.00 THREE HUNDRED EIGHTY TWO AND 00/100 DOLLARS, being the amount due on the following tracts of land returned delinquent in the name A L A C INC I/C for 2020 and prior years, namely:

See Attached

Property ID: 48-11-11-103-004.000-003
Legal: SE PLAT 4-4 11-19-7 00000.7870A
Commonly known as: 233 Sycamore Street, Anderson, IN 46012

Such real property has been recorded in the Office of the Madison County Auditor as delinquent for the nonpayment of taxes and proper notice of the sale has been given. It appearing that ANGELA GRIFFIN, the owner(s) of the certificate of sale, that the time for redeeming such real property has expired, that the property has not been redeemed, that the undersigned has received a court order for the issuance of a deed for the real property described in the certificate of sale, that the records of the Madison County Auditor's Office state that the real property was legally liable for taxation, and the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments for 2020 and prior years.

THEREFORE, this indenture, made this 03 day of February, 2023 between the State of Indiana by RICK GARDNER Auditor of Madison County, of the first part, and ANGELA GRIFFIN of the second part, witnesseth; That the party of the first part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, their heirs and assigns, the real property described in the certificate of sale, situated in the County of Madison, and State of Indiana, namely and more particularly described as follows:

Property ID: 48-11-11-103-004.000-003
Legal: SE PLAT 4-4 11-19-7 00000.7870A
Commonly known as: 233 Sycamore Street, Anderson, IN 46012

to have and to hold such real property, with the appurtenances belonging thereto, in as full and ample a manner as the Auditor of said County is empowered to convey the same.

In testimony whereof RICK GARDNER, Auditor of Madison County, has hereunto set his/her hand, and affixed the seal of the Board of County Commissioners, the day and year last above mentioned.

Attest: DAN GIRT
Treasurer, Madison County
State of Indiana
} SS.
County of Madison

Witness: *Rick Gardner* (L.S.)
RICK GARDNER
Auditor of Madison County

Before me, the undersigned, LINDA S. SMITH, in and for said County, this day, personally came the above named RICK GARDNER, Auditor of said County, and acknowledged that he/she signed and sealed the foregoing deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal this 3 day of February, 2023.

Linda S. Smith
LINDA S. SMITH,
Clerk of Madison County

This instrument prepared by RICK GARDNER, Auditor
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. RICK GARDNER, Auditor
The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is: ANGELA GRIFFIN, 103 Stewart Lake Loop, Groveland, FL 34736. The mailing address of the grantee is: ANGELA GRIFFIN, 103 Stewart Lake Loop, Groveland, FL 34736.



48-11-11-103-004.000-003

Beginning at a point on the South right-of-way line of West Second Street which is 12.0 feet West of the Northwest corner of lot 82 in Evalyn Addition to the City of Anderson, Indiana, as recorded in plat book 5 page 66 in the Recorder's office of Madison County, Indiana; thence South along the West line of said Evalyn Addition 263.24 feet measured (264 feet plat) to the North right-of-way line of West Third Street; thence West 180.71 feet along the North right-of-way line of said West Third Steet to a point which is 8.0 feet East, measured at right angles, from the center line of the Central Indiana Railroad spur line; thence Northeasterly 286.35 feet to a point on the South right-of-way line of West Second street which is 8.0 feet East, measured at right angles, from the center line of said central Indiana spur line; thence East 68.47 feet to the place of beginning, and containing 0.787 of an acre, more or less.

Subject to possible easements for drainage ditches or tile drains, if any, and all rights therein.

END OF DOCUMENT

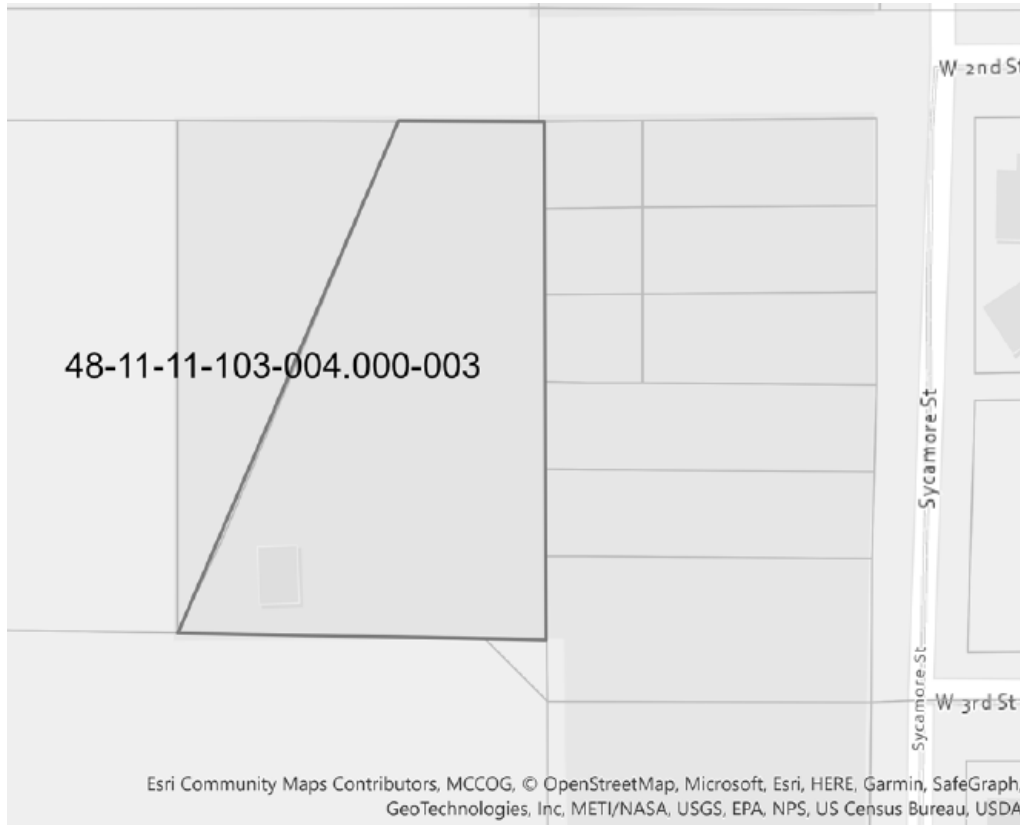
EXHIBIT B

MAP DEPICTING EACH PARCEL BOUNDARY

DRAFT

Madison County, IN

233 Sycamore Street; Anderson, IN 46016
Parcel: 48-11-11-103-004.000-003

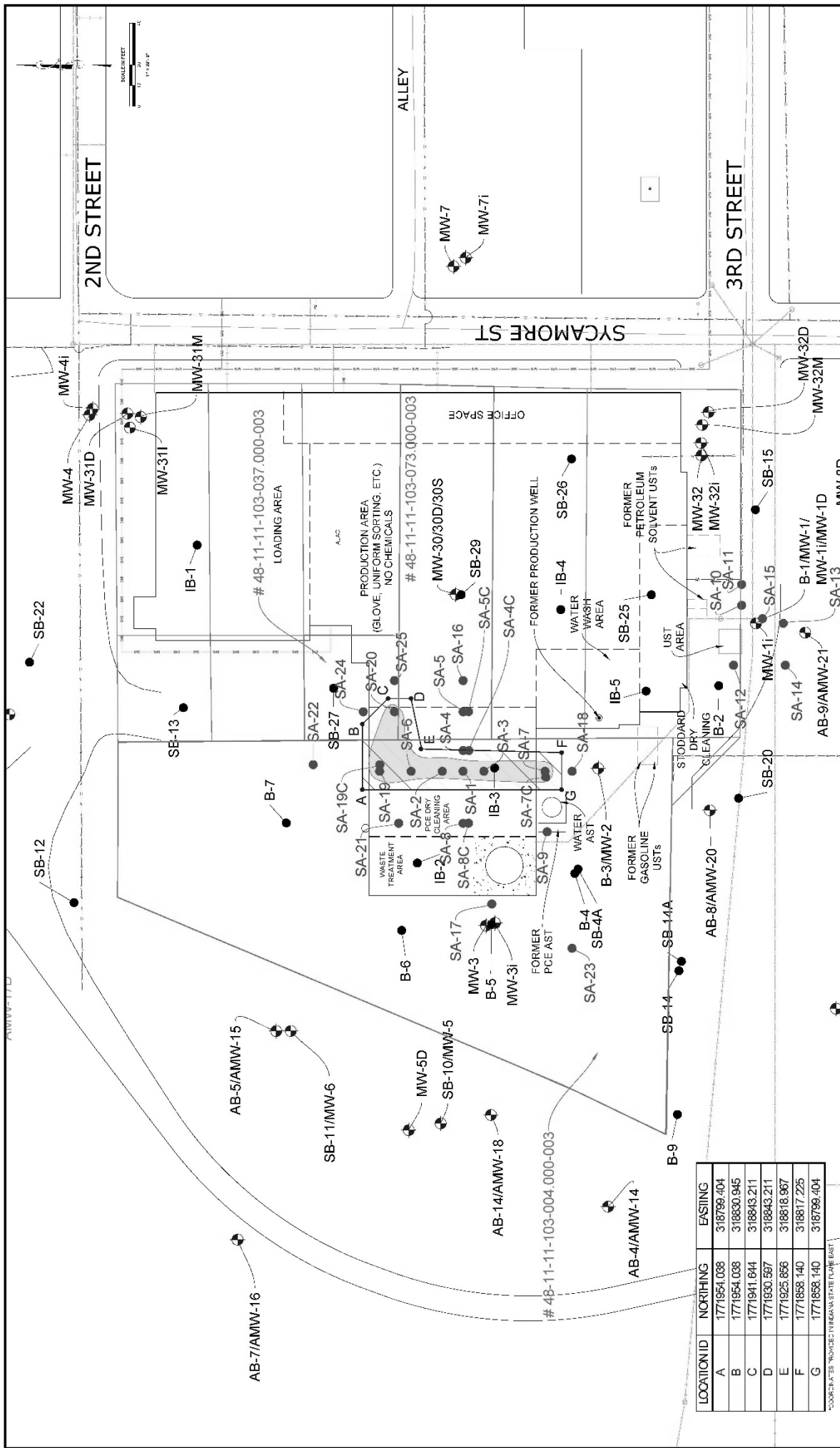


Parcel Information		Taxing District	
Parcel Number:	48-11-11-103-004.000-003	Township:	ANDERSON TOWNSHIP
Local Parcel Number:	18-1136-2A-3	Corporation:	ANDERSON COMMUNITY
Property Address:	233 SYCAMORE ST ANDERSON, IN 46016		
Neighborhood:	VARIOUS	Land Description	
Property Class:	OTHER INDUSTRIAL STRUCTURE	<u>Land Type</u>	<u>Acreage</u>
Owner Name:	ANGELA GRIFFIN	13	0.79
Owner Address:	103 STEWART LAKE LOOP GROVELAND, FL 34736	<u>Lot</u>	
Legal Description:	SE PLAT 4-4 0.7870Acres STR: 11197 SECTION: PLAT: 00 IN: OUT:	000	

EXHIBIT C

MAP DEPICTING AFFECTED AREA

DRAFT



LOCATION ID	NORTHING	EASTING
A	1771954.038	318799.404
B	1771954.038	318830.945
C	1771941.644	318843.211
D	1771930.597	318843.211
E	1771925.856	318816.967
F	1771888.140	318817.225
G	1771888.140	318799.404

COORDINATES PROVIDED IN INDIANA STATE PLANE EAST 1

**CONSTRUCTION WORKER
RESTRICTION AREA MAP**

ALAC GARMENT SERVICES, INC.
233 SYCAMORE STREET
ANDERSON, INDIANA 46016

DRAWN BY: SWB
REVIEWED BY: KAJ

DATE: 04-12-2024
PROJECT #: 3312

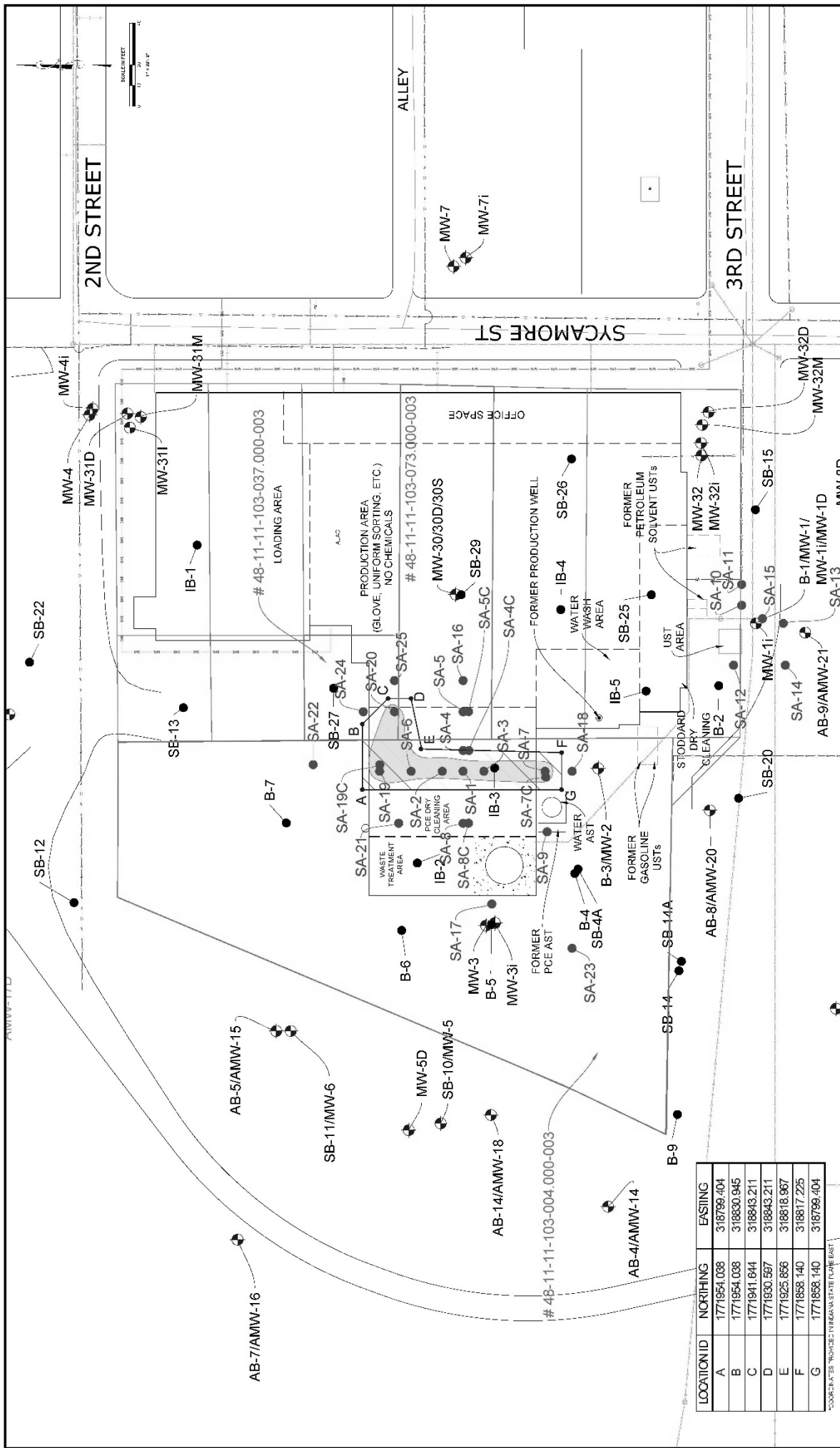
FIGURE
2

- LEGEND**
- NET CORNER
 - MONITORING WELL
 - SOURCE AREA/BOUNDARY
 - ENCE LINE
 - FEES
 - CONCRETE
 - ASPHALT
 - GRAVEL
 - PAVEMENT
 - DIRT
 - GRASS
 - WOOD
 - SHRUBS
 - TREES
 - UTILITY
 - WATER
 - SEWER
 - STODDARD
 - CLEANING
 - DRY
 - FORMER GASOLINE USTs
 - FORMER PETROLEUM SOLVENT USTs
 - FORMER PRODUCTION WELL
 - WATER WASH AREA
 - WASTE TREATMENT AREA
 - PCE DRY CLEANING AREA
 - PRODUCTION AREA (GLOVE, UNIFORM SORTING, ETC.) NO CHEMICALS
 - LOADING AREA
 - OFFICE SPACE



Appendix F

Construction Worker Restriction Area Map



CONSTRUCTION WORKER RESTRICTION AREA MAP

ALAC GARMENT SERVICES, INC.
233 SYCAMORE STREET
ANDERSON, INDIANA 46016

DRAWN BY: SWB DATE: 04-12-2024 PROJECT #: 3312 FIGURE: 2

REVIEWED BY: KAJ

LEGEND

- NET CURVE
- MONITORING WELL
- SOURCE AREA/BOUNDARY
- ENCE LINE
- FEES
- OWNER - TRUMP 0216
- 11/11/2021 A.M. 08
- 02/28/2024 09:00 AM 08
- OWNER: ALAC GARMENT SERVICES, INC.
- DATE: 04-12-2024
- PROJECT #: 3312
- FIGURE: 2

LOCATION ID	NORTHING	EASTING
A	1771954.038	318799.404
B	1771954.038	318830.945
C	1771941.644	318843.211
D	1771930.597	318843.211
E	1771925.856	318816.967
F	1771888.140	318817.225
G	1771888.140	318799.404

COORDINATES PROVIDED IN INDIANA STATE PLANE EAST 1



Appendix G

Revised Draft ERC #2A

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this _____ Choose an item. day of _____ Choose an item., 20____Choose an item., by Mariusz Kurylo, 138 South Main Street; Florida, NY 10921 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at 201 Sycamore Street; Anderson, IN 46016 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 October 25, 2023, and recorded on November 13, 2023, as Deed Record 2023R015853, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 0.12 acres and has also been identified by the county as parcel identification numbers: 48-11-11-103-033.000-003. 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 Former ALAC Garment Services Facility. The incident number assigned by the Indiana Department of Environmental Management (“Department or “IDEM”) for the release is #0000195.

WHEREAS: Certain contaminants of concern (“COCs”) remain in the soil and 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. These COCs are tetrachloroethylene (PCE) in soil; PCE, trichlorethylene (TCE), cis-dichloroethylene (cis-DCE), and vinyl chloride (VC) in groundwater.

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.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall restore soil disturbed as a result of excavation and construction activities in such a manner that the remaining contaminant concentrations do not present a threat to human health or the environment. This determination shall be made using the Department's current risk based guidance. Upon the Department's request, the Owner shall provide the Department written evidence (including sampling data) showing the excavated and restored area, and any other area affected by the excavation, does not represent such a threat. Contaminated soils that are excavated must be managed in accordance with all applicable federal and state laws; and disposal of such soils must also be done in accordance with all applicable federal and state laws.
- (e) Shall not construct or allow occupancy of a dwelling or work space on the Real Estate unless a vapor mitigation system or other effective IDEM approved remedy is installed, operated, and maintained within the dwelling or work space. 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 MADISON 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 Madison 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:
Mariusz Kurylo
138 South Main Street
Florida, NY 10921

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.

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 Jurczak

SESCO Group

5154 E. 65th Street

Indianapolis, IN 46220

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

DRAFT

Duly Entered for Taxation
Subject to Final Acceptance for Transfer

2023R015853
11/13/2023 09:14:16 AM
FEE: 0.00 PGS: 1

NOV 08 2023

ANGIE ABEL
MADISON COUNTY RECORDER, IN
RECORDED AS PRESENTED

Rick Gardner
AUDITOR, MADISON COUNTY

Prescribed by the State Board of Accounts:

TAX DEED

WHEREAS MARIUSZ KURYLO did the 19th day of October, 2023 produce to the undersigned, RICK GARDNER, Auditor of the County of Madison in the State of Indiana, a certificate of sale dated the 27th day of March, 2023, signed by RICK GARDNER who, at the date of sale, was Auditor of the County, from which it appears that MARIUSZ KURYLO on the 27th day of March, 2023, purchased at public auction, held pursuant to law, the real property described in this indenture for the sum of \$50.00 FIFTY AND 00/100 DOLLARS, being the amount due on the following tracts of land returned delinquent in the name A L A C SERVICES INC for 2021 and prior years, namely:

Property ID: 48-11-11-103-033.000-003 *Anderson City*
Legal: EVALYN E PT V/A L 082
Commonly known as: 201 Sycamore *Anderson IN 46016*

Such real property has been recorded in the Office of the Madison County Auditor as delinquent for the nonpayment of taxes and proper notice of the sale has been given. It appearing that MARIUSZ KURYLO, the owner(s) of the certificate of sale, that the time for redeeming such real property has expired, that the property has not been redeemed, that the undersigned has received a court order for the issuance of a deed for the real property described in the certificate of sale, that the records of the Madison County Auditor's Office state that the real property was legally liable for taxation, and the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments for 2021 and prior years.

THEREFORE, this indenture, made this 25 day of October, 2023 between the State of Indiana by RICK GARDNER Auditor of Madison County, of the first part, and MARIUSZ KURYLO of the second part, witnesseth; That the party of the first part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, their heirs and assigns, the real property described in the certificate of sale, situated in the County of Madison, and State of Indiana, namely and more particularly described as follows:

Property ID: 48-11-11-103-033.000-003
Legal: EVALYN E PT V/A L 082
Commonly known as: 201 Sycamore

to have and to hold such real property, with the appurtenances belonging thereto, in as full and ample a manner as the Auditor of said County is empowered to convey the same.

In testimony whereof, RICK GARDNER, Auditor of Madison County, has hereunto set his/her hand, and affixed the seal of the Board of County Commissioners, the day and year last above mentioned.

Attest: DAN GIRT
Treasurer, Madison County
State of Indiana
County of Madison

Witness: *Rick Gardner* (L.S.)
RICK GARDNER
Auditor of Madison County

Before me, the undersigned, LINDA S. SMITH, in and for said County, this day, personally came the above named RICK GARDNER, Auditor of said County, and acknowledged that he/she signed and sealed the foregoing deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal this 25 day of October, 2023

LINDA S. SMITH
Clerk of Madison County

This instrument prepared by RICK GARDNER, Auditor
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. RICK GARDNER, Auditor
The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is: MARIUSZ KURYLO, 138 South Main Street, Florida, NY 10921. The mailing address of the grantee is: MARIUSZ KURYLO, 138 South Main Street, Florida, NY 10921.



END OF DOCUMENT

EXHIBIT B

MAPS DEPICTING EACH PARCEL BOUNDARY

DRAFT

Madison County, IN

201 Sycamore Street; Anderson, IN 46016
Parcel: 48-11-11-103-033.000-003



Parcel Information		Taxing District	
Parcel Number:	48-11-11-103-033.000-003	Township:	ANDERSON TOWNSHIP
Local Parcel Number:	18-271-8-1	Corporation:	ANDERSON COMMUNITY
Property Address:	201 SYCAMORE ST ANDERSON, IN 46016		
Neighborhood:	VARIOUS COMMERCIAL RATES	Land Description	
Property Class:	VACANT LAND	<u>Land Type</u>	<u>Acreage</u>
Owner Name:	ALAC SERVICES INC	13	0.12
Owner Address:	PO BOX 3000 ANDERSON, IN 46018-3000	<u>Lot</u>	
Legal Description:	EVALYN E PT 0.0000Acres STR: 00000 SECTION: PLAT: 00 IN: OUT:	082	

Appendix H

Revised Draft ERC #2B

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this _____ Choose an item. day of _____ Choose an item., 20____Choose an item., by Mariusz Kurylo, 138 South Main Street; Florida, NY 10921 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at 207 Sycamore Street; Anderson, IN 46016 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 October 20, 2023, and recorded on November 13, 2023, as Deed Record 2023R015865, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 0.04 acres and has also been identified by the county as parcel identification numbers: 48-11-11-103-032.000-003 . 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 Former ALAC Garment Services Facility. The incident number assigned by the Indiana Department of Environmental Management (“Department or “IDEM”) for the release is #0000195.

WHEREAS: Certain contaminants of concern (“COCs”) remain in the soil and 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. These COCs are tetrachloroethylene (PCE) in soil; PCE, trichloroethylene (TCE), cis-dichloroethylene (cis-DCE), and vinyl chloride (VC) in groundwater.

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.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall restore soil disturbed as a result of excavation and construction activities in such a manner that the remaining contaminant concentrations do not present a threat to human health or the environment. This determination shall be made using the Department's current risk based guidance. Upon the Department's request, the Owner shall provide the Department written evidence (including sampling data) showing the excavated and restored area, and any other area affected by the excavation, does not represent such a threat. Contaminated soils that are excavated must be managed in accordance with all applicable federal and state laws; and disposal of such soils must also be done in accordance with all applicable federal and state laws.
- (e) Shall not construct or allow occupancy of a dwelling or work space on the Real Estate unless a vapor mitigation system or other effective IDEM approved remedy is installed, operated, and maintained within the dwelling or work space. 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 MADISON 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 Madison 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:
Mariusz Kurylo
138 South Main Street
Florida, NY 10921

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.

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 Jurczak

SESCO Group

5154 E. 65th Street

Indianapolis, IN 46220

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

DRAFT

Duly Entered for Taxation
Subject to Final Acceptance for Transfer

2023R015865
11/13/2023 09:21:56 AM
FEE: 0.00 PGS: 1

NOV 08 2023

ANGIE ABEL
MADISON COUNTY RECORDER, IN
RECORDED AS PRESENTED


AUDITOR, MADISON COUNTY

Prescribed by the State Board of Accounts:

TAX DEED

WHEREAS MARIUSZ KURYLO did the 5th day of October, 2023 produce to the undersigned, RICK GARDNER, Auditor of the County of Madison in the State of Indiana, a certificate of sale dated the 27th day of March, 2023, signed by RICK GARDNER who, at the date of sale, was Auditor of the County, from which it appears that MARIUSZ KURYLO on the 27th day of March, 2023, purchased at public auction, held pursuant to law, the real property described in this indenture for the sum of \$50.00 FIFTY AND 00/100 DOLLARS, being the amount due on the following tracts of land returned delinquent in the name A L A C SERVICES INC for 2021 and prior years, namely:

Property ID: 48-11-11-103-032.000-003
Legal: EVALYN W PT V/A L 082
Commonly known as: 207 Sycamore *Anderson IN 46016*

Such real property has been recorded in the Office of the Madison County Auditor as delinquent for the nonpayment of taxes and proper notice of the sale has been given. It appearing that MARIUSZ KURYLO, the owner(s) of the certificate of sale, that the time for redeeming such real property has expired, that the property has not been redeemed, that the undersigned has received a court order for the issuance of a deed for the real property described in the certificate of sale, that the records of the Madison County Auditor's Office state that the real property was legally liable for taxation, and the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments for 2021 and prior years.


THEREFORE, this indenture, made this 20 day of October, 2023 between the State of Indiana by RICK GARDNER Auditor of Madison County, of the first part, and MARIUSZ KURYLO of the second part, witnesseth; That the party of the first part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, their heirs and assigns, the real property described in the certificate of sale, situated in the County of Madison, and State of Indiana, namely and more particularly described as follows:

Property ID: 48-11-11-103-032.000-003
Legal: EVALYN W PT V/A L 082
Commonly known as: 207 Sycamore

to have and to hold such real property, with the appurtenances belonging thereto, in as full and ample a manner as the Auditor of said County is empowered to convey the same.

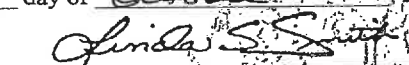
In testimony whereof, RICK GARDNER, Auditor of Madison County, has hereunto set his/her hand, and affixed the seal of the Board of County Commissioners, the day and year last above mentioned.


Attest: DAN GIRL
Treasurer, Madison County
State of Indiana
County of Madison



Witness: _____ (L.S.)
RICK GARDNER
Auditor of Madison County

Before me, the undersigned, LINDA S. SMITH, in and for said County, this day, personally came the above named RICK GARDNER, Auditor of said County, and acknowledged that he/she signed and sealed the foregoing deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal this 20 day of October, 2023


LINDA S. SMITH,
Clerk of Madison County

This instrument prepared by RICK GARDNER, Auditor
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. RICK GARDNER, Auditor
The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is: MARIUSZ KURYLO, 138 South Main Street, Florida, NY 10921. The mailing address of the grantee is: MARIUSZ KURYLO, 138 South Main Street, Florida, NY 10921.

TX: 4264133
DOCID: 8337248


END OF DOCUMENT

EXHIBIT B

MAPS DEPICTING EACH PARCEL BOUNDARY

DRAFT

Madison County, IN

207 Sycamore Street; Anderson, IN 46016

Parcel: 48-11-11-103-032.000-003



Esri Community Maps Contributors, MCCOG, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Parcel Information		Taxing District	
Parcel Number:	48-11-11-103-032.000-003	Township:	ANDERSON TOWNSHIP
Local Parcel Number:	18-271-8-2	Corporation:	ANDERSON COMMUNITY
Property Address:	207 SYCAMORE ST ANDERSON, IN 46016		
Neighborhood:	VARIOUS COMMERCIAL RATES	Land Description	
Property Class:	VACANT LAND	<u>Land Type</u>	<u>Acreage</u>
Owner Name:	ALAC SERVICES INC	13	0.04
Owner Address:	PO BOX 3000 ANDERSON, IN 46018-3000	<u>Lot</u>	
Legal Description:	EVALYN W PT V/A 0.0000Acres STR: 00000 SECTION: PLAT: 00 IN: OUT:	082	



SESCO group

Environmental Solutions

Appendix I

Revised Draft ERC #2C

SESCO Group

5154 East 65th Street • Indianapolis, IN 46220

317-347-9590 • 888-872-1307 • 317-347-9591 F • www.sescogroup.com

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this _____
Choose an item. day of _____ Choose an item., 20Choose an item., by Mariusz Kurylo, 138 South
Main Street; Florida, NY 10921 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at 207 Sycamore Street; Anderson, IN 46016 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 October 23, 2023, and recorded on November 13, 2023, as Deed Record 2023R015860, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 0.12 acres and has also been identified by the county as parcel identification numbers: 48-11-11-103-035.000-003 . 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 Former ALAC Garment Services Facility. The incident number assigned by the Indiana Department of Environmental Management (“Department or “IDEM”) for the release is #0000195.

WHEREAS: Certain contaminants of concern (“COCs”) remain in the soil and 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. These COCs are tetrachloroethylene (PCE) in soil; PCE, trichloroethylene (TCE), cis-dichloroethylene (cis-DCE), and vinyl chloride (VC) in groundwater.

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.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall restore soil disturbed as a result of excavation and construction activities in such a manner that the remaining contaminant concentrations do not present a threat to human health or the environment. This determination shall be made using the Department's current risk based guidance. Upon the Department's request, the Owner shall provide the Department written evidence (including sampling data) showing the excavated and restored area, and any other area affected by the excavation, does not represent such a threat. Contaminated soils that are excavated must be managed in accordance with all applicable federal and state laws; and disposal of such soils must also be done in accordance with all applicable federal and state laws.
- (e) Shall not construct or allow occupancy of a dwelling or work space on the Real Estate unless a vapor mitigation system or other effective IDEM approved remedy is installed, operated, and maintained within the dwelling or work space. 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 MADISON 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 Madison 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:
Mariusz Kurylo
138 South Main Street
Florida, NY 10921

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.

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 Jurczak

SESCO Group

5154 E. 65th Street

Indianapolis, IN 46220

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

DRAFT

NOV 08 2023

ANGIE ABEL
MADISON COUNTY RECORDER, IN
RECORDED AS PRESENTED

Rick Gardner
AUDITOR, MADISON COUNTY

Prescribed by the State Board of Accounts:

TAX DEED

WHEREAS MARIUSZ KURYLO did the 17th day of October, 2023 produce to the undersigned, RICK GARDNER, Auditor of the County of Madison in the State of Indiana, a certificate of sale dated the 27th day of March, 2023, signed by RICK GARDNER who, at the date of sale, was Auditor of the County, from which it appears that MARIUSZ KURYLO on the 27th day of March, 2023, purchased at public auction, held pursuant to law, the real property described in this indenture for the sum of \$50.00 FIFTY AND 00/100 DOLLARS, being the amount due on the following tracts of land returned delinquent in the name A L A C SERVICES INC for 2021 and prior years, namely:

Property ID: 48-11-11-103-035.000-003 *Anderson City*
Legal: EVALYNE PT L 083
Commonly known as: 207 Sycamore St *Anderson IN 46016*

Such real property has been recorded in the Office of the Madison County Auditor as delinquent for the nonpayment of taxes and proper notice of the sale has been given. It appearing that MARIUSZ KURYLO, the owner(s) of the certificate of sale, that the time for redeeming such real property has expired, that the property has not been redeemed, that the undersigned has received a court order for the issuance of a deed for the real property described in the certificate of sale, that the records of the Madison County Auditor's Office state that the real property was legally liable for taxation, and the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments for 2021 and prior years.

THEREFORE, this indenture, made this 23 day of October, 2023 between the State of Indiana by RICK GARDNER Auditor of Madison County, of the first part, and MARIUSZ KURYLO of the second part, witnesseth; That the party of the first part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, their heirs and assigns, the real property described in the certificate of sale, situated in the County of Madison, and State of Indiana, namely and more particularly described as follows:

Property ID: 48-11-11-103-035.000-003
Legal: EVALYNE PT L 083
Commonly known as: 207 Sycamore St

to have and to hold such real property, with the appurtenances belonging thereto, in as full and ample a manner as the Auditor of said County is empowered to convey the same.

In testimony whereof, RICK GARDNER, Auditor of Madison County, has hereunto set his hand and affixed the seal of the Board of County Commissioners, the day and year last above mentioned.

Attest: *[Signature]*
Treasurer, Madison County
State of Indiana
County of Madison

Witness: *[Signature]*
RICK GARDNER
Auditor of Madison County

Before me, the undersigned, LINDA S. SMITH, in and for said County, this day, personally came the above named RICK GARDNER, Auditor of said County, and acknowledged that he/she signed and sealed the foregoing deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal this 23 day of October, 2023

[Signature]
LINDA S. SMITH
Clerk of Madison County

This instrument prepared by RICK GARDNER, Auditor
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. RICK GARDNER, Auditor
The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is: MARIUSZ KURYLO, 138 South Main Street, Florida, NY 10921. The mailing address of the grantee is: MARIUSZ KURYLO, 138 South Main Street, Florida, NY 10921.



END OF DOCUMENT

EXHIBIT B

MAPS DEPICTING EACH PARCEL BOUNDARY

DRAFT

Madison County, IN

207 Sycamore Street; Anderson, IN 46016

Parcel: 48-11-11-103-035.000-003



Parcel Information		Taxing District	
Parcel Number:	48-11-11-103-035.000-003	Township:	ANDERSON TOWNSHIP
Local Parcel Number:	18-271-9-1	Corporation:	ANDERSON COMMUNITY
Property Address:	207 SYCAMORE ST ANDERSON, IN 46016		
Neighborhood:	VARIOUS	Land Description	
Property Class:	VACANT LAND	<u>Land Type</u>	<u>Acreage</u>
Owner Name:	ALAC SERVICES INC	13	0.12
Owner Address:	PO BOX 3000 ANDERSON, IN 46018-3000	<u>Lot</u>	
Legal Description:	EVALYN E PT 0.0000Acres STR: 00000 SECTION: PLAT: 00 IN: OUT:	083	

Appendix J

Revised Draft ERC #2D

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this _____ Choose an item. day of _____ Choose an item., 20____Choose an item., by Mariusz Kurylo, 138 South Main Street; Florida, NY 10921 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at 201 Sycamore Street; Anderson, IN 46016 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 October 23, 2023, and recorded on November 13, 2023, as Deed Record 2023R015866, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 0.04 acres and has also been identified by the county as parcel identification numbers: 48-11-11-103-034.000-003 . 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 Former ALAC Garment Services Facility. The incident number assigned by the Indiana Department of Environmental Management (“Department or “IDEM”) for the release is #0000195.

WHEREAS: Certain contaminants of concern (“COCs”) remain in the soil and 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. These COCs are tetrachloroethylene (PCE) in soil; PCE, trichlorethylene (TCE), cis-dichloroethylene (cis-DCE), and vinyl chloride (VC) in groundwater.

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.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall restore soil disturbed as a result of excavation and construction activities in such a manner that the remaining contaminant concentrations do not present a threat to human health or the environment. This determination shall be made using the Department's current risk based guidance. Upon the Department's request, the Owner shall provide the Department written evidence (including sampling data) showing the excavated and restored area, and any other area affected by the excavation, does not represent such a threat. Contaminated soils that are excavated must be managed in accordance with all applicable federal and state laws; and disposal of such soils must also be done in accordance with all applicable federal and state laws.
- (e) Shall not construct or allow occupancy of a dwelling or work space on the Real Estate unless a vapor mitigation system or other effective IDEM approved remedy is installed, operated, and maintained within the dwelling or work space. 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 MADISON 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 Madison 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:
Mariusz Kurylo
138 South Main Street
Florida, NY 10921

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.

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 Jurczak

SESCO Group

5154 E. 65th Street

Indianapolis, IN 46220

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

DRAFT

Duly Entered for Taxation
Subject to Final Acceptance for Transfer

2023R015866
11/13/2023 09:21:56 AM
FEE: 0.00 PGS: 1

NOV 08 2023

ANGIE ABEL
MADISON COUNTY RECORDER, IN
RECORDED AS PRESENTED

Rick Gardner
AUDITOR, MADISON COUNTY

Prescribed by the State Board of Accounts:

TAX DEED

WHEREAS MARIUSZ KURYLO did the 17th day of October, 2023 produce to the undersigned, RICK GARDNER, Auditor of the County of Madison in the State of Indiana, a certificate of sale dated the 27th day of March, 2023, signed by RICK GARDNER who, at the date of sale, was Auditor of the County, from which it appears that MARIUSZ KURYLO on the 27th day of March, 2023, purchased at public auction, held pursuant to law, the real property described in this indenture for the sum of \$50.00 FIFTY AND 00/100 DOLLARS, being the amount due on the following tracts of land returned delinquent in the name A L A C SERVICES INC for 2021 and prior years, namely:

Property ID: 48-11-11-103-034.000-003 *City of Anderson*
Legal: EVALYN W PT V/A L 083
Commonly known as: 201 Sycamore *Anderson IN 46016*

Such real property has been recorded in the Office of the Madison County Auditor as delinquent for the nonpayment of taxes and proper notice of the sale has been given. It appearing that MARIUSZ KURYLO, the owner(s) of the certificate of sale, that the time for redeeming such real property has expired, that the property has not been redeemed, that the undersigned has received a court order for the issuance of a deed for the real property described in the certificate of sale, that the records of the Madison County Auditor's Office state that the real property was legally liable for taxation, and the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments for 2021 and prior years.

THEREFORE, this indenture, made this 23 day of October, 2023 between the State of Indiana by RICK GARDNER Auditor of Madison County, of the first part, and MARIUSZ KURYLO of the second part, witnesseth; That the party of the first part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, their heirs and assigns, the real property described in the certificate of sale, situated in the County of Madison, and State of Indiana, namely and more particularly described as follows:

Property ID: 48-11-11-103-034.000-003
Legal: EVALYN W PT V/A L 083
Commonly known as: 201 Sycamore

to have and to hold such real property, with the appurtenances belonging thereto, in as full and ample a manner as the Auditor of said County is empowered to convey the same.

In testimony whereof, RICK GARDNER, Auditor of Madison County, has hereunto set his left hand and affixed the seal of the Board of County Commissioners, the day and year last above mentioned.

Attest: DAN GIRT
Treasurer, Madison County
State of Indiana
County of Madison, IN

Witness: *Rick Gardner*
RICK GARDNER (L.S.)
Auditor of Madison County

Before me, the undersigned, LINDA S. SMITH, in and for said County, this day, personally came the above named RICK GARDNER, Auditor of said County, and acknowledged that he/she signed and sealed the foregoing deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal this 23 day of October, 2023

Linda S. Smith
LINDA S. SMITH,
Clerk of Madison County

This instrument prepared by RICK GARDNER, Auditor
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. RICK GARDNER, Auditor
The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is: MARIUSZ KURYLO, 138 South Main Street, Florida, NY 10921. The mailing address of the grantee is: MARIUSZ KURYLO, 138 South Main Street, Florida, NY 10921.



END OF DOCUMENT

EXHIBIT B

MAPS DEPICTING EACH PARCEL BOUNDARY

DRAFT

Madison County, IN

201 Sycamore Street; Anderson, IN 46016
Parcel: 48-11-11-103-034.000-003



Esri Community Maps Contributors, MCCOG, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Parcel Information		Taxing District	
Parcel Number:	48-11-11-103-034.000-003	Township:	ANDERSON TOWNSHIP
Local Parcel Number:	18-271-9-2	Corporation:	ANDERSON COMMUNITY
Property Address:	201 SYCAMORE ST ANDERSON, IN 46016		
Neighborhood:	VARIOUS	Land Description	
Property Class:	VACANT LAND	<u>Land Type</u>	<u>Acreage</u>
Owner Name:	ALAC SERVICES INC	13	0.04
Owner Address:	PO BOX 3000 ANDERSON, IN 46018-3000	<u>Lot</u>	
Legal Description:	EVALYN W PT V/A 0.0000Acres STR: 00000 SECTION: PLAT: 00 IN: OUT:	083	

Appendix K

Revised Draft ERC #2E

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this _____
Choose an item. day of _____ Choose an item., 20Choose an item., by Mariusz Kurylo, 138 South
Main Street; Florida, NY 10921 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at 207 Sycamore Street; Anderson, IN 46016 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 October 23, 2023, and recorded on November 13, 2023, as Deed Record 2023R015862, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 0.12 acres and has also been identified by the county as parcel identification numbers: 48-11-11-103-037.000-003. The Real Estate, to which the restrictions in this Covenant apply, is depicted on a map attached hereto as Exhibit "B". An “Affected Area” to which additional restrictions apply, is depicted on a map attached hereto as Exhibit “C”.

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 Former ALAC Garment Services Facility. The incident number assigned by the Indiana Department of Environmental Management (“Department or “IDEM”) for the release is #0000195.

WHEREAS: Certain contaminants of concern (“COCs”) remain in the soil and 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. These COCs are tetrachloroethylene (PCE) in soil; PCE, trichloroethylene (TCE), cis-dichloroethylene (cis-DCE), and vinyl chloride (VC) in groundwater.

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.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall neither engage in nor allow excavation of soil in the area identified via GPS coordinates as the "Construction Worker Restriction Area" depicted in Exhibit "C". The owner, upon the Department's request, shall provide the Department evidence showing the excavated and restored area does not represent a threat to human health or the environment. In accordance with the Soil Management Plan, described in VFC #83550355, and any IDEM approved updates.
- (e) Shall not construct or allow occupancy of a dwelling or work space on the Real Estate unless a vapor mitigation system or other effective IDEM approved remedy is installed, operated, and maintained within the dwelling or work space. 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 MADISON 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 Madison 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:
Mariusz Kurylo
138 South Main Street
Florida, NY 10921

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.

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 Jurczak

SESCO Group

5154 E. 65th Street

Indianapolis, IN 46220

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

DRAFT

NOV 08 2023

ANGIE ABEL
MADISON COUNTY RECORDER, IN
RECORDED AS PRESENTED

Rick S Gardner
AUDITOR, MADISON COUNTY

Prescribed by the State Board of Accounts:

TAX DEED

WHEREAS MARIUSZ KURYLO did the 17th day of October, 2023 produce to the undersigned, RICK GARDNER, Auditor of the County of Madison in the State of Indiana, a certificate of sale dated the 27th day of March, 2023, signed by RICK GARDNER who, at the date of sale, was Auditor of the County, from which it appears that MARIUSZ KURYLO on the 27th day of March, 2023, purchased at public auction, held pursuant to law, the real property described in this indenture for the sum of \$50.00 FIFTY AND 00/100 DOLLARS, being the amount due on the following tracts of land returned delinquent in the name A L A C SERVICES INC for 2021 and prior years, namely:

Property ID: 48-11-11-103-037.000-003
Legal: EVALYN E PT L 084
Commonly known as: 207 Sycamore St *City of Anderson*
Anderson IN 46016

Such real property has been recorded in the Office of the Madison County Auditor as delinquent for the nonpayment of taxes and proper notice of the sale has been given. It appearing that MARIUSZ KURYLO, the owner(s) of the certificate of sale, that the time for redeeming such real property has expired, that the property has not been redeemed, that the undersigned has received a court order for the issuance of a deed for the real property described in the certificate of sale, that the records of the Madison County Auditor's Office state that the real property was legally liable for taxation, and the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments for 2021 and prior years.

THEREFORE, this indenture, made this 23 day of October, 2023 between the State of Indiana by RICK GARDNER Auditor of Madison County, of the first part, and MARIUSZ KURYLO of the second part, witnesseth; That the party of the first part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, their heirs and assigns, the real property described in the certificate of sale, situated in the County of Madison, and State of Indiana, namely and more particularly described as follows:

Property ID: 48-11-11-103-037.000-003
Legal: EVALYN E PT L 084
Commonly known as: 207 Sycamore St

to have and to hold such real property, with the appurtenances belonging thereto, in as full and ample a manner as the Auditor of said County is empowered to convey the same.

In testimony whereof, RICK GARDNER, Auditor of Madison County, has hereunto set his/her hand and affixed the seal of the Board of County Commissioners, the day and year last above mentioned.

Attest: DAN GIRT
Treasurer, Madison County
State of Indiana
County of Madison

Witness: *Rick S Gardner* (L.S.)
RICK GARDNER,
Auditor of Madison County

Before me, the undersigned, LINDA S. SMITH, in and for said County, this day, personally came the above named RICK GARDNER, Auditor of said County, and acknowledged that he/she signed and sealed the foregoing deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal this 23 day of October, 2023.

Linda S. Smith
LINDA S. SMITH,
Clerk of Madison County

This instrument prepared by RICK GARDNER, Auditor
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. RICK GARDNER, Auditor
The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is: MARIUSZ KURYLO, 138 South Main Street, Florida, NY 10921. The mailing address of the grantee is: MARIUSZ KURYLO, 138 South Main Street, Florida, NY 10921.



EXHIBIT B

MAPS DEPICTING EACH PARCEL BOUNDARY

DRAFT

Madison County, IN

207 Sycamore Street; Anderson, IN 46016
Parcel: 48-11-11-103-037.000-003



Parcel Information	Taxing District		
Parcel Number:	48-11-11-103-037.000-003	Township:	ANDERSON TOWNSHIP
Local Parcel Number:	18-271-10-1	Corporation:	ANDERSON COMMUNITY
Property Address:	207 SYCAMORE ST ANDERSON, IN 46016		
Neighborhood:	VARIOUS	Land Description	
Property Class:	VACANT LAND	<u>Land Type</u>	<u>Acreage</u>
Owner Name:	ALAC SERVICES INC	13	0.12
Owner Address:	PO BOX 3000 ANDERSON, IN 46018-3000	<u>Lot</u>	
Legal Description:	EVALYN E PT 0.0000Acres STR: 00000 SECTION: PLAT: 00 IN: OUT:	084	

EXHIBIT C

MAP DEPICTING AFFECTED AREA

DRAFT



SESCO group

Environmental Solutions

Appendix L

Revised Draft ERC #2F

SESCO Group

5154 East 65th Street • Indianapolis, IN 46220

317-347-9590 • 888-872-1307 • 317-347-9591 F • www.sescogroup.com

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this _____
Choose an item. day of _____ Choose an item., 20Choose an item., by Mariusz Kurylo, 138 South
Main Street; Florida, NY 10921 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at 207 Sycamore Street; Anderson, IN 46016 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 October 23, 2023, and recorded on November 13, 2023, as Deed Record 2023R015861, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 0.04 acres and has also been identified by the county as parcel identification numbers: 48-11-11-103-036.000-003 . 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 Former ALAC Garment Services Facility. The incident number assigned by the Indiana Department of Environmental Management (“Department or “IDEM”) for the release is #0000195.

WHEREAS: Certain contaminants of concern (“COCs”) remain in the soil and 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. These COCs are tetrachloroethylene (PCE) in soil; PCE, trichloroethylene (TCE), cis-dichloroethylene (cis-DCE), and vinyl chloride (VC) in groundwater.

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.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall restore soil disturbed as a result of excavation and construction activities in such a manner that the remaining contaminant concentrations do not present a threat to human health or the environment. This determination shall be made using the Department's current risk based guidance. Upon the Department's request, the Owner shall provide the Department written evidence (including sampling data) showing the excavated and restored area, and any other area affected by the excavation, does not represent such a threat. Contaminated soils that are excavated must be managed in accordance with all applicable federal and state laws; and disposal of such soils must also be done in accordance with all applicable federal and state laws.
- (e) Shall not construct or allow occupancy of a dwelling or work space on the Real Estate unless a vapor mitigation system or other effective IDEM approved remedy is installed, operated, and maintained within the dwelling or work space. 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 MADISON 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 Madison 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:
Mariusz Kurylo
138 South Main Street
Florida, NY 10921

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.

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 Jurczak

SESCO Group

5154 E. 65th Street

Indianapolis, IN 46220

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

DRAFT

NOV 08 2023

ANGIE ABEL
MADISON COUNTY RECORDER, IN
RECORDED AS PRESENTED

Rick Gardner
AUDITOR, MADISON COUNTY

Prescribed by the State Board of Accounts:

TAX DEED

WHEREAS MARIUSZ KURYLO did the 17th day of October, 2023 produce to the undersigned, RICK GARDNER, Auditor of the County of Madison in the State of Indiana, a certificate of sale dated the 27th day of March, 2023, signed by RICK GARDNER who, at the date of sale, was Auditor of the County, from which it appears that MARIUSZ KURYLO on the 27th day of March, 2023, purchased at public auction, held pursuant to law, the real property described in this indenture for the sum of \$50.00 FIFTY AND 00/100 DOLLARS, being the amount due on the following tracts of land returned delinquent in the name A L A C SERVICES INC for 2021 and prior years, namely:

Property ID: 48-11-11-103-036.000-003
Legal: EVALYN W PT V/A L 084
Commonly known as: 207 Sycamore St
City of Anderson
Anderson IN 46016

Such real property has been recorded in the Office of the Madison County Auditor as delinquent for the nonpayment of taxes and proper notice of the sale has been given. It appearing that MARIUSZ KURYLO, the owner(s) of the certificate of sale, that the time for redeeming such real property has expired, that the property has not been redeemed, that the undersigned has received a court order for the issuance of a deed for the real property described in the certificate of sale, that the records of the Madison County Auditor's Office state that the real property was legally liable for taxation, and the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments for 2021 and prior years.

THEREFORE, this indenture, made this 23 day of October, 2023 between the State of Indiana by RICK GARDNER Auditor of Madison County, of the first part, and MARIUSZ KURYLO of the second part, witnesseth; That the party of the first part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, their heirs and assigns, the real property described in the certificate of sale, situated in the County of Madison, and State of Indiana, namely and more particularly described as follows:

Property ID: 48-11-11-103-036.000-003
Legal: EVALYN W PT V/A L 084
Commonly known as: 207 Sycamore St

to have and to hold such real property, with the appurtenances belonging thereto, in as full and ample a manner as the Auditor of said County is empowered to convey the same.

In testimony whereof, RICK GARDNER, Auditor of Madison County, has hereunto set his/her hand, and affixed the seal of the Board of Commissioners, the day and year last above mentioned.

Attest: DAN GIRI
Treasurer Madison County
State of Indiana
County of Madison

Witness: *Rick Gardner*
RICK GARDNER,
Auditor of Madison County (L.S.)

Before me, the undersigned, LINDA S. SMITH, in and for said County, this day, personally came the above named RICK GARDNER, Auditor of said County, and acknowledged that he/she signed and sealed the foregoing deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal this 23 day of October, 2023

Linda S. Smith
LINDA S. SMITH,
Clerk of Madison County

This instrument prepared by RICK GARDNER, Auditor
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. RICK GARDNER, Auditor
The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is: MARIUSZ KURYLO, 138 South Main Street, Florida, NY 10921. The mailing address of the grantee is: MARIUSZ KURYLO, 138 South Main Street, Florida, NY 10921.



END OF DOCUMENT

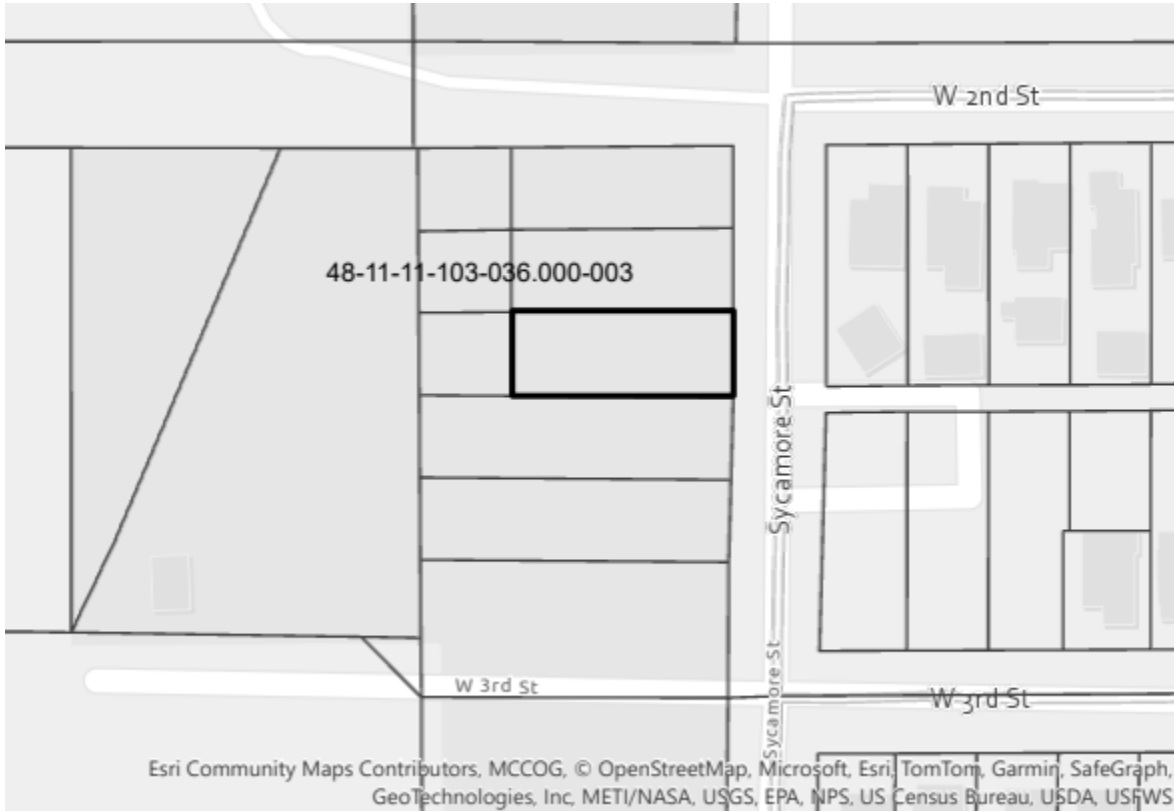
EXHIBIT B

MAPS DEPICTING EACH PARCEL BOUNDARY

DRAFT

Madison County, IN

207 Sycamore Street; Anderson, IN 46016
Parcel: 48-11-11-103-036.000-003



Esri Community Maps Contributors, MCCOG, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Parcel Information		Taxing District	
Parcel Number:	48-11-11-103-036.000-003	Township:	ANDERSON TOWNSHIP
Local Parcel Number:	18-271-10-2	Corporation:	ANDERSON COMMUNITY
Property Address:	207 SYCAMORE ST ANDERSON, IN 46016		
Neighborhood:	VARIOUS	Land Description	
Property Class:	VACANT LAND	Land Type	Acreage
Owner Name:	ALAC SERVICES INC	13	0.04
Owner Address:	PO BOX 3000 ANDERSON, IN 46018-3000	Lot	
Legal Description:	EVALYN W PT V/A 0.0000Acres STR: 00000 SECTION: PLAT: 00 IN: OUT:	084	



SESCO group

Environmental Solutions

Appendix M

Revised Draft ERC #2G

SESCO Group

5154 East 65th Street • Indianapolis, IN 46220

317-347-9590 • 888-872-1307 • 317-347-9591 F • www.sescogroup.com

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this _____
Choose an item. day of _____ Choose an item., 20Choose an item., by Mariusz Kurylo, 138 South
Main Street; Florida, NY 10921 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at 0 Sycamore Street; Anderson, IN 46016 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 October 25, 2023, and recorded on November 13, 2023, as Deed Record 2023R015858, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 0.17 acres and has also been identified by the county as parcel identification numbers: 48-11-11-103-073.000-003. The Real Estate, to which the restrictions in this Covenant apply, is depicted on a map attached hereto as Exhibit "B". An “Affected Area” to which additional restrictions apply, is depicted on a map attached hereto as Exhibit “C”.

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 Former ALAC Garment Services Facility. The incident number assigned by the Indiana Department of Environmental Management (“Department or “IDEM”) for the release is #0000195.

WHEREAS: Certain contaminants of concern (“COCs”) remain in the soil and 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. These COCs are tetrachloroethylene (PCE) in soil; PCE, trichloroethylene (TCE), cis-dichloroethylene (cis-DCE), and vinyl chloride (VC) in groundwater.

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.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall neither engage in nor allow excavation of soil in the area identified via GPS coordinates as the "Construction Worker Restriction Area" depicted in Exhibit "C". The owner, upon the Department's request, shall provide the Department evidence showing the excavated and restored area does not represent a threat to human health or the environment. In accordance with the Soil Management Plan, described in VFC #83550355, and any IDEM approved updates.
- (e) Shall not construct or allow occupancy of a dwelling or work space on the Real Estate unless a vapor mitigation system or other effective IDEM approved remedy is installed, operated, and maintained within the dwelling or work space. 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 MADISON 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 Madison 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:
Mariusz Kurylo
138 South Main Street
Florida, NY 10921

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.

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 Jurczak

SESCO Group

5154 E. 65th Street

Indianapolis, IN 46220

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

DRAFT

Duly Entered for Taxation
Subject to Final Acceptance for Transfer

2023R015858
11/13/2023 09:19:29 AM
FEE: 0.00 PGS: 1

ANGIE ABEL
MADISON COUNTY RECORDER, IN
RECORDED AS PRESENTED

NOV 08 2023


AUDITOR, MADISON COUNTY

Prescribed by the State Board of Accounts:

TAX DEED

WHEREAS MARIUSZ KURYLO did the 17th day of October, 2023 produce to the undersigned, RICK GARDNER, Auditor of the County of Madison in the State of Indiana, a certificate of sale dated the 27th day of March, 2023, signed by RICK GARDNER who, at the date of sale, was Auditor of the County, from which it appears that MARIUSZ KURYLO on the 27th day of March, 2023, purchased at public auction, held pursuant to law, the real property described in this indenture for the sum of \$50.00 FIFTY AND 00/100 DOLLARS, being the amount due on the following tracts of land returned delinquent in the name A L A C SERVICES INC for 2021 and prior years, namely:

Property ID: 48-11-11-103-073.000-003 *Anderson City*
Legal: EVALYN V/A L 167
Commonly known as: 0 Sycamore St *Anderson IN 46016*

Such real property has been recorded in the Office of the Madison County Auditor as delinquent for the nonpayment of taxes and proper notice of the sale has been given. It appearing that MARIUSZ KURYLO, the owner(s) of the certificate of sale, that the time for redeeming such real property has expired, that the property has not been redeemed, that the undersigned has received a court order for the issuance of a deed for the real property described in the certificate of sale, that the records of the Madison County Auditor's Office state that the real property was legally liable for taxation, and the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments for 2021 and prior years.


THEREFORE, this indenture, made this 25 day of October, 2023 between the State of Indiana by RICK GARDNER Auditor of Madison County, of the first part, and MARIUSZ KURYLO of the second part, witnesseth; That the party of the first part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, their heirs and assigns, the real property described in the certificate of sale, situated in the County of Madison, and State of Indiana, namely and more particularly described as follows:

Property ID: 48-11-11-103-073.000-003
Legal: EVALYN V/A L 167
Commonly known as: 0 Sycamore St

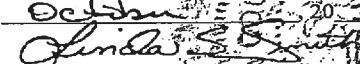
to have and to hold such real property, with the appurtenances belonging thereto, in as full and ample a manner as the Auditor of said County is empowered to convey the same.

In testimony whereof, RICK GARDNER, Auditor of Madison County, has hereunto set his/her hand, and affixed the seal of the Board of County Commissioners, the day and year last above mentioned.

Attest: DAN GIRT
Treasurer, Madison County
State of Indiana
County of Madison

Witness: 
RICK GARDNER
Auditor of Madison County (L.S.)

Before me, the undersigned, LINDA S. SMITH, in and for said County, this day, personally came the above named RICK GARDNER, Auditor of said County, and acknowledged that he/she signed and sealed the foregoing deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal this 25 day of October, 2023


LINDA S. SMITH,
Clerk of Madison County

This instrument prepared by RICK GARDNER, Auditor
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. RICK GARDNER, Auditor
The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is: MARIUSZ KURYLO, 138 South Main Street, Florida, NY 10921. The mailing address of the grantee is: MARIUSZ KURYLO, 138 South Main Street, Florida, NY 10921.

DocID:8337245
TX:4264132


END OF DOCUMENT

EXHIBIT B

MAPS DEPICTING EACH PARCEL BOUNDARY

DRAFT

Madison County, IN

0 Sycamore Street; Anderson, IN 46016
Parcel: 48-11-11-103-073.000-003

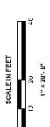
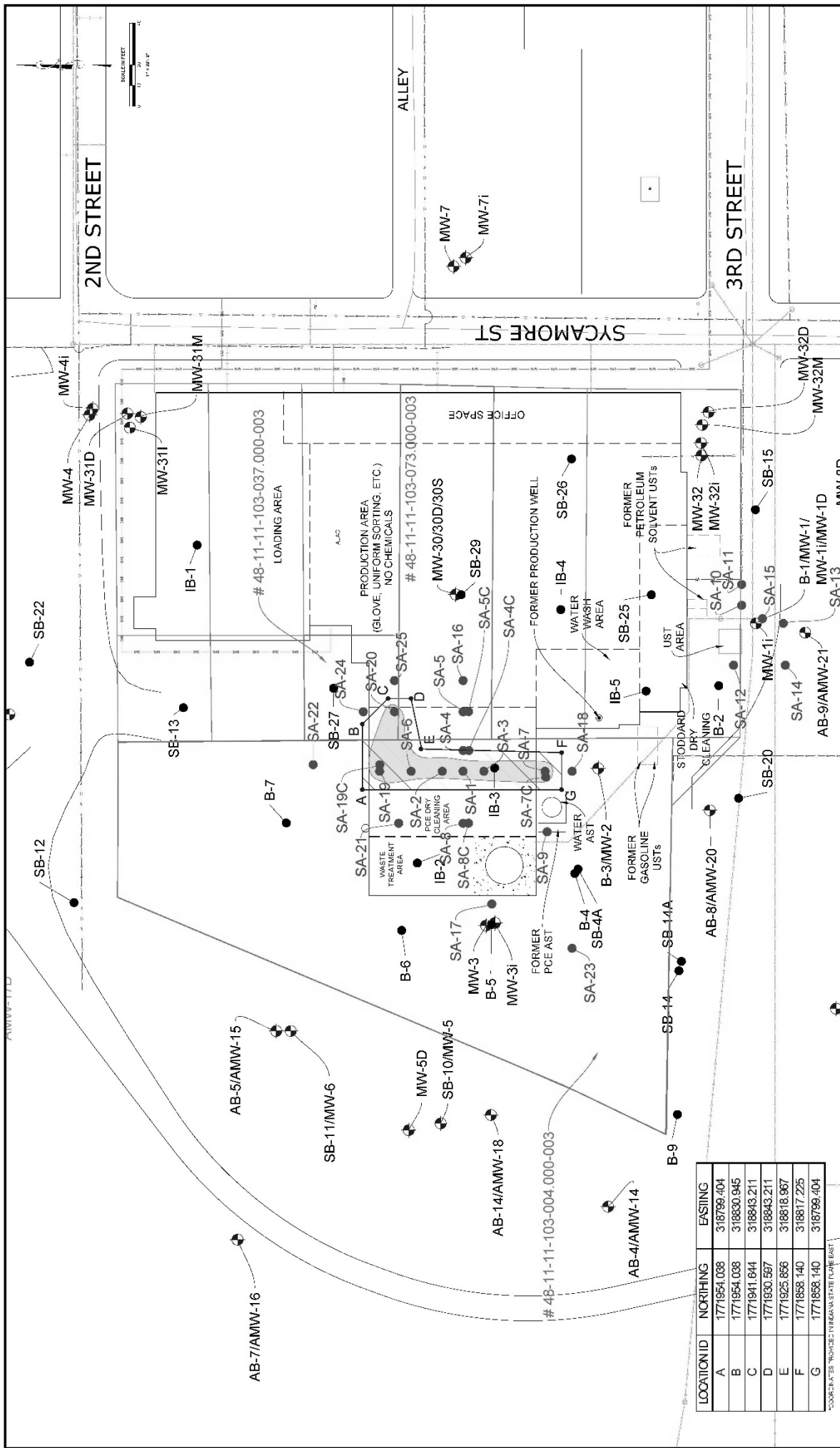


Parcel Information		Taxing District	
Parcel Number:	48-11-11-103-073.000-003	Township:	ANDERSON TOWNSHIP
Local Parcel Number:	18-271-11	Corporation:	ANDERSON COMMUNITY
Property Address:	0 SYCAMORE ST ANDERSON, IN 46016		
Neighborhood:	VARIOUS	Land Description	
Property Class:	VACANT LAND	<u>Land Type</u>	<u>Acreage</u>
Owner Name:	ALAC SERVICES INC	13	0.17
Owner Address:	PO BOX 3000 ANDERSON, IN 46018-3000	<u>Lot</u>	
Legal Description:	EVALYN V/A 0.0000Acres STR: 00000 SECTION: PLAT: 00 IN: OUT:	167	

EXHIBIT C

MAP DEPICTING AFFECTED AREA

DRAFT



LOCATION ID	NORTHING	EASTING
A	1771954.038	318799.404
B	1771954.038	318830.945
C	1771941.644	318843.211
D	1771930.597	318843.211
E	1771925.856	318816.967
F	1771888.140	318817.225
G	1771888.140	318799.404

COORDINATES PROVIDED IN INDIANA STATE PLANE EAST 1

LEGEND

- NET CORNER
- MONITORING WELL
- SOURCE AREA/BOUNDARY
- ENCE LINE
- FEES
- CONCRETE
- ASPHALT
- PAVEMENT
- GRAVEL
- DIRT
- WOOD
- STEEL
- BRICK
- GLASS
- PLASTER
- CEMENT
- ROCK
- SOIL
- VEGETATION
- WATER
- SEWER
- UTILITY
- OBSTRUCTION

CONSTRUCTION WORKER RESTRICTION AREA MAP

ALAC GARMENT SERVICES, INC.
233 SYCAMORE STREET
ANDERSON, INDIANA 46016

DRAWN BY: SWB	DATE: 04-12-2024	PROJECT # 3312	FIGURE 2
REVIEWED BY: KAJ			





SESCO group

Environmental Solutions

Appendix N

Revised Draft ERC #2H

SESCO Group

5154 East 65th Street • Indianapolis, IN 46220

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Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this _____ Choose an item. day of _____ Choose an item., 20____Choose an item., by Mariusz Kurylo, 138 South Main Street; Florida, NY 10921 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at 207 Sycamore Street; Anderson, IN 46016 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 October 25, 2023, and recorded on November 13, 2023, as Deed Record 2023R015859, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 0.16 acres and has also been identified by the county as parcel identification numbers: 48-11-11-103-074.000-003 . 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 Former ALAC Garment Services Facility. The incident number assigned by the Indiana Department of Environmental Management (“Department or “IDEM”) for the release is #0000195.

WHEREAS: Certain contaminants of concern (“COCs”) remain in the soil and 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. These COCs are tetrachloroethylene (PCE) in soil; PCE, trichlorethylene (TCE), cis-dichloroethylene (cis-DCE), and vinyl chloride (VC) in groundwater.

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.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall restore soil disturbed as a result of excavation and construction activities in such a manner that the remaining contaminant concentrations do not present a threat to human health or the environment. This determination shall be made using the Department's current risk based guidance. Upon the Department's request, the Owner shall provide the Department written evidence (including sampling data) showing the excavated and restored area, and any other area affected by the excavation, does not represent such a threat. Contaminated soils that are excavated must be managed in accordance with all applicable federal and state laws; and disposal of such soils must also be done in accordance with all applicable federal and state laws.
- (e) Shall not construct or allow occupancy of a dwelling or work space on the Real Estate unless a vapor mitigation system or other effective IDEM approved remedy is installed, operated, and maintained within the dwelling or work space. 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 MADISON 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 Madison 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:
Mariusz Kurylo
138 South Main Street
Florida, NY 10921

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.

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 Jurczak

SESCO Group

5154 E. 65th Street

Indianapolis, IN 46220

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

DRAFT

NOV 08 2023

ANGIE ABEL
MADISON COUNTY RECORDER, IN
RECORDED AS PRESENTED


AUDITOR, MADISON COUNTY

Prescribed by the State Board of Accounts:

TAX DEED

WHEREAS MARIUSZ KURYLO did the 17th day of October, 2023 produce to the undersigned, RICK GARDNER, Auditor of the County of Madison in the State of Indiana, a certificate of sale dated the 27th day of March, 2023, signed by RICK GARDNER who, at the date of sale, was Auditor of the County, from which it appears that MARIUSZ KURYLO on the 27th day of March, 2023, purchased at public auction, held pursuant to law, the real property described in this indenture for the sum of \$50.00 FIFTY AND 00/100 DOLLARS, being the amount due on the following tracts of land returned delinquent in the name A L A C SERVICES INC for 2021 and prior years, namely:

Property ID: 48-11-11-103-074.000-003 Anderson City
Legal: EVALYN V/A L 168
Commonly known as: 207 Sycamore St Anderson IN 46016

Such real property has been recorded in the Office of the Madison County Auditor as delinquent for the nonpayment of taxes and proper notice of the sale has been given. It appearing that MARIUSZ KURYLO, the owner(s) of the certificate of sale, that the time for redeeming such real property has expired, that the property has not been redeemed, that the undersigned has received a court order for the issuance of a deed for the real property described in the certificate of sale, that the records of the Madison County Auditor's Office state that the real property was legally liable for taxation, and the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments for 2021 and prior years.


THEREFORE, this indenture, made this 25 day of October, 2023 between the State of Indiana by RICK GARDNER Auditor of Madison County, of the first part, and MARIUSZ KURYLO of the second part, witnesseth; That the party of the first part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, their heirs and assigns, the real property described in the certificate of sale, situated in the County of Madison, and State of Indiana, namely and more particularly described as follows:

Property ID: 48-11-11-103-074.000-003
Legal: EVALYN V/A L 168
Commonly known as: 207 Sycamore St

to have and to hold such real property, with the appurtenances belonging thereto, in as full and ample a manner as the Auditor of said County is empowered to convey the same.


In testimony whereof, RICK GARDNER, Auditor of Madison County, has hereunto set his/her hand, and affixed the seal of the Board of County Commissioners, the day and year last above mentioned.

Attest: DAN GIRT
Treasurer, Madison County
State of Indiana
County of Madison

Witness: 
RICK GARDNER, (L.S.)
Auditor of Madison County

Before me, the undersigned, LINDA S. SMITH, in and for said County, this day, personally came the above named RICK GARDNER, Auditor of said County, and acknowledged that he/she signed and sealed the foregoing deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal this 25 day of October 2023


LINDA S. SMITH
Clerk of Madison County

This instrument prepared by RICK GARDNER, Auditor
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. RICK GARDNER, Auditor
The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is: MARIUSZ KURYLO, 138 South Main Street, Florida, NY 10921. The mailing address of the grantee is: MARIUSZ KURYLO, 138 South Main Street, Florida, NY 10921.

DocID:8337246
TX:4264132

END OF DOCUMENT

EXHIBIT B

MAPS DEPICTING EACH PARCEL BOUNDARY

DRAFT

Madison County, IN

207 Sycamore Street; Anderson, IN 46016
Parcel: 48-11-11-103-074.000-003



Parcel Information		Taxing District	
Parcel Number:	48-11-11-103-074.000-003	Township:	ANDERSON TOWNSHIP
Local Parcel Number:	18-271-12	Corporation:	ANDERSON COMMUNITY
Property Address:	207 SYCAMORE ST ANDERSON, IN 46016		
Neighborhood:	VARIOUS	Land Description	
Property Class:	VACANT LAND	<u>Land Type</u>	<u>Acreage</u>
Owner Name:	ALAC SERVICES INC	13	0.16
Owner Address:	PO BOX 3000 ANDERSON, IN 46018-3000	<u>Lot</u>	
Legal Description:	EVALYN V/A 0.0000Acres STR: 00000 SECTION: PLAT: 00 IN: OUT:	168	



SESCO group

Environmental Solutions

Appendix O

Revised Draft ERC #2I

SESCO Group

5154 East 65th Street • Indianapolis, IN 46220

317-347-9590 • 888-872-1307 • 317-347-9591 F • www.sescogroup.com

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this _____ Choose an item. day of _____ Choose an item., 20____ Choose an item., by Mariusz Kurylo, 138 South Main Street; Florida, NY 10921 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at 207 Sycamore Street; Anderson, IN 46016 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 October 25, 2023, and recorded on November 13, 2023, as Deed Record 2023R015851, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 0.15 acres and has also been identified by the county as parcel identification numbers: 48-11-11-103-075.000-003 . 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 Former ALAC Garment Services Facility. The incident number assigned by the Indiana Department of Environmental Management (“Department or “IDEM”) for the release is #0000195.

WHEREAS: Certain contaminants of concern (“COCs”) remain in the soil and 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. These COCs are tetrachloroethylene (PCE) in soil; PCE, trichlorethylene (TCE), cis-dichloroethylene (cis-DCE), and vinyl chloride (VC) in groundwater.

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.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall restore soil disturbed as a result of excavation and construction activities in such a manner that the remaining contaminant concentrations do not present a threat to human health or the environment. This determination shall be made using the Department's current risk based guidance. Upon the Department's request, the Owner shall provide the Department written evidence (including sampling data) showing the excavated and restored area, and any other area affected by the excavation, does not represent such a threat. Contaminated soils that are excavated must be managed in accordance with all applicable federal and state laws; and disposal of such soils must also be done in accordance with all applicable federal and state laws.
- (e) Shall not construct or allow occupancy of a dwelling or work space on the Real Estate unless a vapor mitigation system or other effective IDEM approved remedy is installed, operated, and maintained within the dwelling or work space. 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 MADISON 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 Madison 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:
Mariusz Kurylo
138 South Main Street
Florida, NY 10921

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.

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 Jurczak

SESCO Group

5154 E. 65th Street

Indianapolis, IN 46220

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

DRAFT

NOV 08 2023

ANGIE ABEL
MADISON COUNTY RECORDER, IN
RECORDED AS PRESENTED

Rick Gardner
AUDITOR, MADISON COUNTY

Prescribed by the State Board of Accounts:

TAX DEED

WHEREAS MARIUSZ KURYLO did the 17th day of October, 2023 produce to the undersigned, RICK GARDNER, Auditor of the County of Madison in the State of Indiana, a certificate of sale dated the 27th day of March, 2023, signed by RICK GARDNER who, at the date of sale, was Auditor of the County, from which it appears that MARIUSZ KURYLO on the 27th day of March, 2023, purchased at public auction, held pursuant to law, the real property described in this indenture for the sum of \$50.00 FIFTY AND 00/100 DOLLARS, being the amount due on the following tracts of land returned delinquent in the name A L A C SERVICES INC for 2021 and prior years, namely:

Property ID: 48-11-11-103-075.000-003 *Anderson City*
Legal: EVALYN V/A V/S L 169
Commonly known as: 207 Sycamore St *Anderson IN 46016*

Such real property has been recorded in the Office of the Madison County Auditor as delinquent for the nonpayment of taxes and proper notice of the sale has been given. It appearing that MARIUSZ KURYLO, the owner(s) of the certificate of sale, that the time for redeeming such real property has expired, that the property has not been redeemed, that the undersigned has received a court order for the issuance of a deed for the real property described in the certificate of sale, that the records of the Madison County Auditor's Office state that the real property was legally liable for taxation, and the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments for 2021 and prior years.

THEREFORE, this indenture, made this 25 day of October, 2023 between the State of Indiana by RICK GARDNER Auditor of Madison County, of the first part, and MARIUSZ KURYLO of the second part, witnesseth; That the party of the first part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, their heirs and assigns, the real property described in the certificate of sale, situated in the County of Madison, and State of Indiana, namely and more particularly described as follows:

Property ID: 48-11-11-103-075.000-003
Legal: EVALYN V/A V/S L 169
Commonly known as: 207 Sycamore St

to have and to hold such real property, with the appurtenances belonging thereto, in as full and ample a manner as the Auditor of said County is empowered to convey the same.

In testimony whereof, RICK GARDNER, Auditor of Madison County, has hereunto set his/her hand, and affixed the seal of the Board of County Commissioners, the day and year last above mentioned.

Attest: *[Signature]*
Treasurer: Madison County
State of Indiana
County of Madison

Witness: *[Signature]* (L.S.)
RICK GARDNER
Auditor of Madison County

Before me, the undersigned, LINDA S. SMITH, in and for said County, this day, personally came the above named RICK GARDNER, Auditor of said County, and acknowledged that he/she signed and sealed the foregoing deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal this 25 day of October, 2023.

[Signature]
LINDA S. SMITH
Clerk of Madison County

This instrument prepared by RICK GARDNER, Auditor
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. RICK GARDNER, Auditor
The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is: MARIUSZ KURYLO, 138 South Main Street, Florida, NY 10921. The mailing address of the grantee is: MARIUSZ KURYLO, 138 South Main Street, Florida, NY 10921.



EXHIBIT B

MAPS DEPICTING EACH PARCEL BOUNDARY

DRAFT

Madison County, IN

207 Sycamore Street; Anderson, IN 46016

Parcel: 48-11-11-103-075.000-003



Parcel Information		Taxing District	
Parcel Number:	48-11-11-103-075.000-003	Township:	ANDERSON TOWNSHIP
Local Parcel Number:	18-271-13	Corporation:	ANDERSON COMMUNITY
Property Address:	207 SYCAMORE ST ANDERSON, IN 46016		
Neighborhood:	VARIOUS	Land Description	
Property Class:	VACANT LAND	<u>Land Type</u>	<u>Acreage</u>
Owner Name:	ALAC SERVICES INC	13	0.15
Owner Address:	PO BOX 3000 ANDERSON, IN 46018-3000	<u>Lot</u>	
Legal Description:	EVALYN V/A V/S 0.0000Acres STR: 00000 SECTION: PLAT: 00 IN: OUT:		

Appendix P

Deputy Auditor Information

DR 645-095 =



Kenneth Hoar
MADISON COUNTY RECORDER

THIS INDENTURE WITNESSETH, that the Board of Commissioners of Madison County, Indiana, RELEASE AND QUITCLAIM to the ^{Emr.} Topa Land Company, Inc. of Madison County, in the State of Indiana, for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the following-described Real Estate in Madison County in the State of Indiana, to wit:

Beginning at a point 14 feet North of the Northwest corner of Lot Numbered 81 in Evalyn, an Addition to the City of Anderson, as recorded in Plat Book 5, page 66 in the records of Madison County; thence South 00 degrees, 29 minutes, 43 seconds West (assumed bearing), on and along the West line of said Evalyn, a distance of 142.67 feet to the Southwest corner of said Lot Numbered 81, said corner also being the Northeast corner of a tract of land conveyed to the City of Anderson for street purposes as shown by a quitclaim deed recorded in Deed Record 232, page 408 in the records of Madison County; thence North 89 degrees, 13 minutes, 33 seconds West, on and along the North line of said tract of land, a distance of 650.62 feet to the Northwest corner of said tract; thence North 00 degrees, 29 minutes, 43 seconds East, parallel with the West line of said Evalyn, a distance of 142.67 feet to a point on the prolongation of the North line of the first alley North of Second Street in said Evalyn; thence South 89 degrees, 13 minutes, 33 seconds East, on and along the prolongation of the North line of the first alley North of Second Street in said Evalyn, a distance of 650.62 feet to the point of beginning, containing 2.131 acres, more or less.

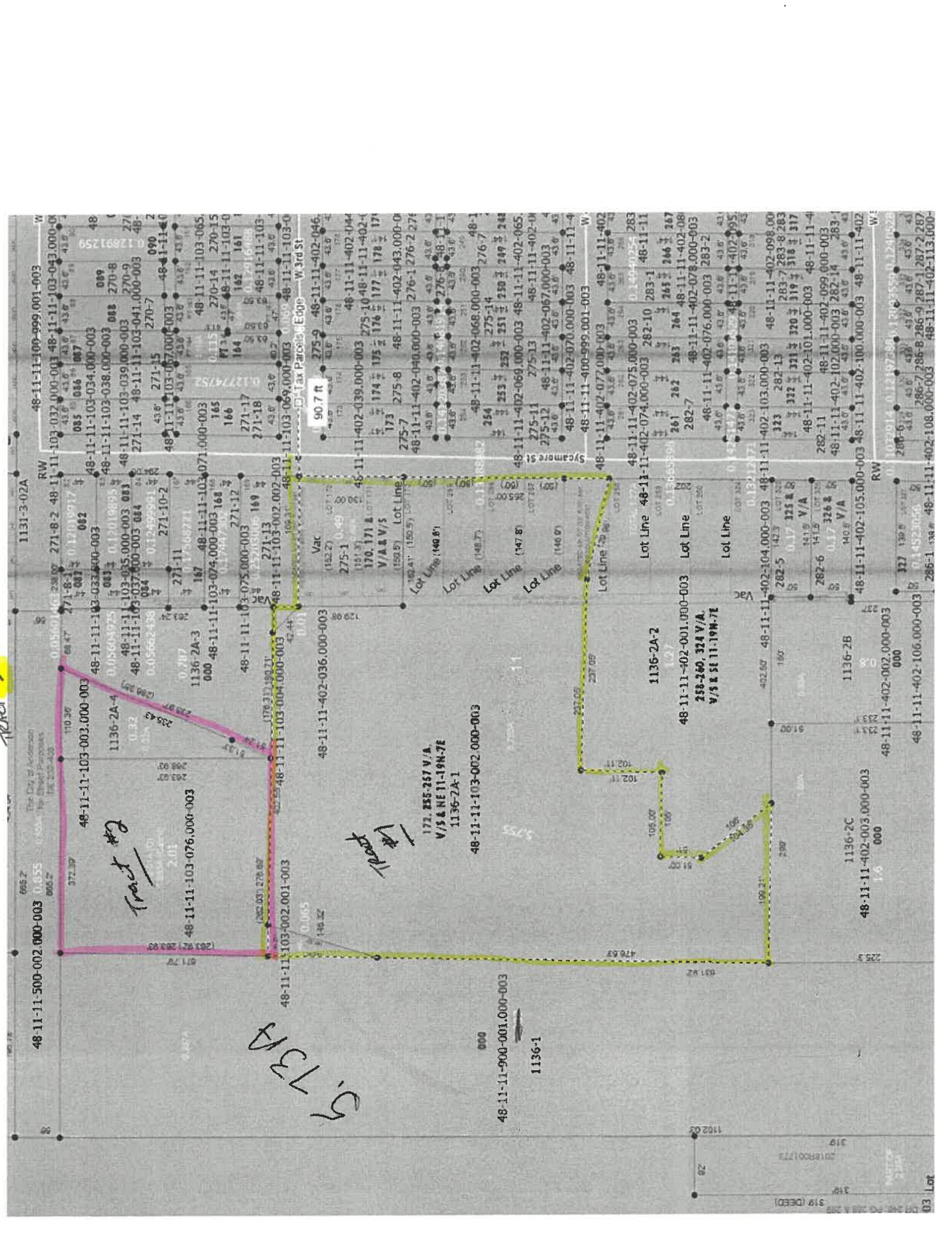
ALSO, Beginning at a point on the West right-of-way line of Sycamore Street in said Evalyn, an Addition to the City of Anderson, said point of beginning being 30 feet North of the Northeast corner of Lot Numbered 170 in said Evalyn and, also, being on the centerline of vacated West Third Street; thence South 01 degree, 45 minutes, 56 seconds West (assumed bearing) on and along the West right-of-way line of said Sycamore Street a distance of 385.01 feet to the Northeast corner of Lot Numbered 258 in said Evalyn, said point also being the Southeast corner of vacated West Fourth Street and, also, being the Northeast corner of a tract of land owned now or formerly by Recreation Equipment Corporation and described in Deed Record 446, page 445, in the records of Madison County; the following 6 courses are on and along the boundary of said tract of land: North 77 degrees, 42 minutes, 40 seconds West a distance of 129.98 feet, North 88 degrees, 14 minutes, 04 seconds West a distance of 237.05 feet, South 01 degree, 45 minutes, 56 seconds West a distance of 102.11 feet, North 88 degrees, 14 minutes, 04 seconds West a distance of 105.00 feet, South 01 degree, 45 minutes, 56 seconds West a distance of 51.00 feet, South 38 degrees, 04 minutes, 59 seconds East a distance of 105.23 feet to a point on the prolongation of the South line of Lot Numbered 324 in said Evalyn, said point also being on the North line of a tract of land owned now or formerly by Jack L. and Ingeborg C. Henricks and described in Deed Record

1.27A

380, page 05, records of Madison County; the following two courses are on and along the boundary of said tract of land: North 89 degrees, 13 minutes, 33 seconds West, on and along the prolongation of the South line of said lot Numbered 324, a distance of 203.03 feet to a point on the prolongation of the East right-of-way line of Arrow Avenue, thence South 00 degrees, 29 minutes, 43 seconds West, parallel with the East line of said Evalyn and on and along the prolongation of the East right-of-way line of said Arrow Avenue, a distance of 225.30 feet to a point on the North line of A. C. Bernard's First Addition to the City of Anderson, as recorded in Plat Book 4, page 65 in the records of Madison County; thence North 87 degrees, 31 minutes, 51 seconds West, on and along the North line of said A. C. Bernard's First Addition a distance of 201.50 feet to a point 14.00 feet North of the Northwest corner of Lot Numbered 65 in said A. C. Bernard's First Addition; thence North 00 degrees, 29 minutes, 43 seconds East, parallel with the East line of said Evalyn, a distance of 1102.03 feet to the Southwest corner of a tract of land conveyed to the City of Anderson for street purposes as shown by a quitclaim deed recorded in Deed Record 232, page 408 in the records of Madison County; thence South 89 degrees, 13 minutes, 33 seconds East, on and along the South line of said tract of land, a distance of 588.46 feet to a point 8.00 feet East, measured at right angles, from the centerline of the Central Indiana Railway Spur Line, said point also being the Northwest corner of a tract of land owned now or formerly by ALAC, Inc., and described in Deed Record 560, page 229 in the records of Madison County; thence South 24 degrees, 35 minutes, 30 seconds West, parallel with the centerline of the Central Indiana Railway Company Spur Line and on and along the West line of said ALAC, Inc., land, a distance of 235.97 feet to the point of curvature of a 392.00 foot radius non-tangent curve being concave Southeasterly; thence Southwesterly, parallel with the centerline of said Central Indiana Railway Company Spur Line and on and along the West line of said ALAC, Inc. land, and on and along said 392.00 foot radius curve through a central angle of 7 degrees, 29 minutes, 21 seconds, an arc distance of 7 degrees, 29 minutes, 21 seconds, an arc distance of 51.24 feet to a point on the prolongation of the North right-of-way line of Third Street in said Evalyn, said point also being the Southwest corner of said ALAC, Inc. land; thence South 89 degrees, 13 minutes, 33 seconds East, on and along said prolongation of the North right-of-way line of Third Street, a distance of 176.31 feet to a point on the West line of said Evalyn, said point also being the Southeast corner of said ALAC, Inc. land, and, also, being the Northwest corner of vacated West Third Street; thence South 00 degrees, 29 minutes, 43 seconds West, on and along the West line of said Evalyn and on and along the West line of said vacated West Third Street, a distance of 30.00 feet to the centerline of said vacated West Third Street; thence South 89 degrees, 13 minutes, 33 seconds East, on and along the centerline of said vacated West Third Street, a distance of 169.31 feet to the point of beginning, containing 13.526 acres, more or less.

08

0.787A



TRACT 2

Tract #2

S. 731A

V.A. Property

172.255-267 V/A
V/S & NE 1/4-19N-7E
1136-2A-1

48-11-11-103-002-000-003

48-11-11-900-001-000-003

1136-1

1136-2A-2

48-11-11-402-001-000-003
286-260, 324 V/A
V/S & SE 1/4-19N-7E

1136-2C

48-11-11-402-003-000-003

1136-2B

48-11-11-402-106-000-003

03 Lot

Not Entered for Record
Subject to Final Record

1100
11/11/11
January 28, 1992

Sandra H. Harty
CORPORATE WARRANTY DEED

Anderson fee paid

THIS INDENTURE WITNESSETH, That Topa Land Co., Inc. an Indiana Corporation, of Madison County, State of Indiana, conveys and warrants to M. Keith Betts, adult, of Madison County, State of Indiana, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Madison County, in the State of Indiana:

except
Tract #1:

Lots 170, 171, 172, 255, 256, 257 and part of a vacated alley and a part of vacated West 4th Street and West 3rd Street, all in Evelyn Addition to the City of Anderson, the plat of which is recorded in Plat Book 3, Page 66 and also a part of Section 11, Township 19 North, Range 7 East, located in the City of Anderson, Madison County, Indiana, being bounded as follows:

BEGINNING at the intersection of the west right-of-way line of Sycamore Street and the centerline of West 3rd Street both in Evelyn Addition to the City of Anderson, the plat of which is recorded in Plat Book 3, Page 66 in the records of Madison County; thence South 01 degree 45 minutes 56 seconds West (assumed bearing) 345.00 feet along the west right-of-way line of said Sycamore Street to the northeast corner of Lot #258 in said Evelyn Addition, said point also being the northeast corner of a 1.27 acre tract of land recorded in Deed record 446, Page 445, the next 6 courses are along the bounds of said 1.27-acre tract of land; thence 1.) North 77 degrees 42 minutes 40 seconds West 129.95 feet; thence 2.) North 88 degrees 14 minutes 04 seconds West 237.05 feet; thence 3.) South 01 degree 45 minutes 56 seconds West 102.11 feet; thence 4.) North 88 degrees 14 minutes 04 seconds West 105.00 feet; thence 5.) South 01 degree 45 minutes 56 seconds West 51.00 feet; thence 6.) South 38 degrees 28 minutes 13 seconds East (105.23 feet dead) 104.35 feet measured to the southwest corner of said 1.27 acre tract of land, said point also being on the westerly extension of the south line of Lot #324 in said Evelyn Addition to the City of Anderson; thence North 89 degrees 14 minutes 09 seconds West (203.03 feet dead) 159.21 feet measured along the westerly extension of the south line of said Lot #324 to its intersection with the northerly extension of the east right-of-way line of Arrow Avenue, as platted in A.C. Berouard's Addition, the plat of which is recorded in Plat Book 4, Page 63; thence North 01 degree 18 minutes 43 seconds East 616.93 feet along the northerly extension of the east right-of-way line of said Arrow Avenue to its intersection with the westerly extension of the north right-of-way line of West 3rd Street; thence South 89 degrees 14 minutes 09 seconds East 442.75 feet along the westerly extension of the north right-of-way line of said West 3rd Street to the west line of said Evelyn Addition; thence South 00 degrees 44 minutes 23 seconds West 30.00 feet along the west line of said Evelyn Addition to the centerline of said 3rd Street; thence South 89 degrees 14 minutes 09 seconds East (169.31 feet dead) 164.74 feet measured along the centerline of said West 3rd Street to the POINT OF BEGINNING. Containing 6.32 acres, more or less and being subject to all applicable easements and rights-of-way of record.

9201394

for Susan

Tract #2:

except

A part of Section 11, Township 19 North, Range 7 East located in the City of Anderson, Madison County, Indiana, being bounded as follows:

Commencing at the intersection of the east right-of-way line of Spruce Street and the centerline of West 3rd Street both in Evalyn Addition to the City of Anderson, the plat of which is recorded in Plat Book 5, Page 66 in the records of Madison County; thence North 89 degrees 14 minutes 09 seconds West (assumed bearing) (169.31 feet deed) 164.74' measured along the centerline of said West 3rd Street to the west line of said Evalyn Addition; thence North 00 degrees 44 minutes 23 seconds East 30.00 feet along the west line of said Evalyn Addition to the north right-of-way line of said West 3rd Street; thence North 89 degrees 14 minutes 09 seconds West (176.31 feet deed) 180.72 feet measured along the westerly extension of the north right-of-way line of said West 3rd Street to the POINT OF BEGINNING of this description; thence continuing North 89 degrees 14 minutes 09 seconds West 262.03 feet along said westerly extension to its intersection with the northerly extension of the east right-of-way line of Arrow Avenue as platted in A.C. Bernards 1st Addition, the plat of which is recorded in Plat Book 4, Page 65; thence North 01 degree 10 minutes 43 seconds East 263.92 feet along the east right-of-way line of said Arrow Avenue to the south line of a tract of land conveyed to the City of Anderson for street purposes recorded in Deed Record 232, Page 408; thence South 89 degrees 14 minutes 20 seconds East 372.39 feet along the south line of said tract of land conveyed to the City of Anderson to the west line of a 0.787 acre tract of land recorded in Deed Record 560, Page 229; thence South 24 degrees 31 minutes 11 seconds West (235.97 feet deed) 235.43 feet measured along the west line of said 0.787 acre tract of land to a non-tangent curve having a radius of 392.00 feet and being concave to the southeast, said point being North 65 degrees 41 minutes 24 seconds West from the radius point of said curve; thence southwesterly (51.24 feet deed) 51.53 feet measured along said curve and along the west line of said 0.787 acre tract of land to the POINT OF BEGINNING. Containing 1.91 acre, more or less, and being subject to all applicable easements and rights-of-way of record.

and Tract #3:

A part of Section 11, Township 19 North, Range 7 East located in the City of Anderson, Madison County, Indiana, being bounded as follows:

~~BEGINNING at a point on the northerly extension of the west line of Lot #81 in Evalyn Addition to the City of Anderson, the plat of which is recorded in Plat Book 5, Page 66 in the records of Madison County, 14 feet northerly from the northwest corner of said Lot #81, said point also being on the north line of the 1st alley north of 2nd Street in said Evalyn Addition; thence South 00 degrees 43 minutes 54 seconds West (assumed bearing) (142.67 feet deed) 139.98 feet measured along the northerly extension of the west line of said Lot #81 and along the west line of said Lot #81 to its southwest corner, said point also being the northeast corner of a tract of land conveyed to the City of Anderson for street purposes and recorded in Deed Record 232, Page 408; thence North 89 degrees 14 minutes 20 seconds West 438.31 feet along the north line of said tract of land conveyed to the City of Anderson to its intersection with the northerly extension of the east right-of-way line of Arrow Avenue as platted in A.C. Bernards Addition, the plat of which is recorded in Plat Book 4, Page 65 in said records; thence North 01 degree 10 minutes 43 seconds East 139.98 feet along the northerly extension of said east right-of-way line of Arrow Avenue to its intersection with the westerly extension of the north line of the 1st alley north of 2nd Street in said Evalyn Addition; thence South 89 degrees 14 minutes 20 seconds East 437.29 feet along the westerly extension of the north line of said 1st alley north of 2nd Street to the POINT OF BEGINNING. Containing 1.41 acres, more or less, and being subject to all applicable easements and rights-of-way of record.~~

9201394



SESCO group

Environmental Solutions

Appendix Q

Revised Draft ERC #4

SESCO Group

5154 East 65th Street • Indianapolis, IN 46220

317-347-9590 • 888-872-1307 • 317-347-9591 F • www.sescogroup.com

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this _____ Choose an item. day of _____ Choose an item., 20____ Choose an item., by Madison County, 16 E 9th Street; Anderson, IN 46016-1598 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at 0 6th Street; Anderson, IN 46011 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 quitclaim deed and recorded on February 19, 1988, as Deed Record 645-095 except Tract #1 and except Tract #2 as acquired by corporate warranty deed and recorded on January 28, 1992, as Deed Record 9201394, in the Office of the Recorder of Madison County, Indiana. This Real Estate was then acquired by deed on March 22, 1994, and recorded on April 12, 1994, as Deed Record 9407662, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 5.73 acres and has also been identified by the county as parcel identification number: 48-11-11-900-001.000-003. 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 Former ALAC Garment Services Facility. The incident number assigned by the Indiana Department of Environmental Management (“Department or “IDEM”) for the release is #0000195.

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. These COCs are tetrachloroethylene (PCE), trichloroethylene (TCE), cis-dichloroethylene (cis-DCE), and vinyl chloride (VC) in groundwater.

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 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 MADISON 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 Madison 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:
Madison County
16 E 9th Street
Anderson, IN 46016-1598

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.

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 Jurczak

SESCO Group

5154 E. 65th Street

Indianapolis, IN 46220

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

DRAFT

Kenneth Hoies
MADISON COUNTY RECORDER

THIS INDENTURE WITNESSETH, that the Board of Commissioners
of Madison County, Indiana, RELEASE AND QUITCLAIM to the ^{Emr.} Topa
Land Company, Inc. of Madison County, in the State of Indiana,
for and in consideration of One Dollar (\$1.00), the receipt
whereof is hereby acknowledged, the following-described Real
Estate in Madison County in the State of Indiana, to wit:

Beginning at a point on the West right-of-way line of Sycamore Street in said Evalyn, an Addition to the City of Anderson, said point of beginning being 30 feet North of the Northeast corner of Lot Numbered 170 in said Evalyn and, also, being on the centerline of vacated West Third Street; thence South 01 degree, 45 minutes, 56 seconds West (assumed bearing) on and along the West right-of-way line of said Sycamore Street a distance of 385.01 feet to the Northeast corner of Lot Numbered 258 in said Evalyn, said point also being the Southeast corner of vacated West Fourth Street and, also, being the Northeast corner of a tract of land owned now or formerly by Recreation Equipment Corporation and described in Deed Record 446, page 445, in the records of Madison County; the following 6 courses are on and along the boundary of said tract of land: North 77 degrees, 42 minutes, 40 seconds West a distance of 129.98 feet, North 88 degrees, 14 minutes, 04 seconds West a distance of 237.05 feet, South 01 degree, 45 minutes, 56 seconds West a distance of 102.11 feet, North 88 degrees, 14 minutes, 04 seconds West a distance of 105.00 feet, South 01 degree, 45 minutes, 56 seconds West a distance of 51.00 feet, South 38 degrees, 04 minutes, 59 seconds East a distance of 105.23 feet to a point on the prolongation of the South line of Lot Numbered 324 in said Evalyn, said point also being on the North line of a tract of land owned now or formerly by Jack L. and Ingeborg C. Henricks and described in Deed Record

380, page 05, records of Madison County; the following two courses are on and along the boundary of said tract of land: North 89 degrees, 13 minutes, 33 seconds West, on and along the prolongation of the South line of said lot Numbered 324, a distance of 203.03 feet to a point on the prolongation of the East right-of-way line of Arrow Avenue, thence South 00 degrees, 29 minutes, 43 seconds West, parallel with the East line of said Evalyn and on and along the prolongation of the East right-of-way line of said Arrow Avenue, a distance of 225.30 feet to a point on the North line of A. C. Bernard's First Addition to the City of Anderson, as recorded in Plat Book 4, page 65 in the records of Madison County; thence North 87 degrees, 31 minutes, 51 seconds West, on and along the North line of said A. C. Bernard's First Addition a distance of 201.50 feet to a point 14.00 feet North of the Northwest corner of Lot Numbered 65 in said A. C. Bernard's First Addition; thence North 00 degrees, 29 minutes, 43 seconds East, parallel with the East line of said Evalyn, a distance of 1102.03 feet to the Southwest corner of a tract of land conveyed to the City of Anderson for street purposes as shown by a quitclaim deed recorded in Deed Record 232, page 408 in the records of Madison County; thence South 89 degrees, 13 minutes, 33 seconds East, on and along the South line of said tract of land, a distance of 588.46 feet to a point 8.00 feet East, measured at right angles, from the centerline of the Central Indiana Railway Spur Line, said point also being the Northwest corner of a tract of land owned now or formerly by ALAC, Inc., and described in Deed Record 560, page 229 in the records of Madison County; thence South 24 degrees, 35 minutes, 30 seconds West, parallel with the centerline of the Central Indiana Railway Company Spur Line and on and along the West line of said ALAC, Inc., land, a distance of 235.97 feet to the point of curvature of a 392.00 foot radius non-tangent curve being concave Southeasterly; thence Southwesterly, parallel with the centerline of said Central Indiana Railway Company Spur Line and on and along the West line of said ALAC, Inc. land, and on and along said 392.00 foot radius curve through a central angle of 7 degrees, 29 minutes, 21 seconds, an arc distance of 7 degrees, 29 minutes, 21 seconds, an arc distance of 51.24 feet to a point on the prolongation of the North right-of-way line of Third Street in said Evalyn, said point also being the Southwest corner of said ALAC, Inc. land; thence South 89 degrees, 13 minutes, 33 seconds East, on and along said prolongation of the North right-of-way line of Third Street, a distance of 176.31 feet to a point on the West line of said Evalyn, said point also being the Southeast corner of said ALAC, Inc. land, and, also, being the Northwest corner of vacated West Third Street; thence South 00 degrees, 29 minutes, 43 seconds West, on and along the West line of said Evalyn and on and along the West line of said vacated West Third Street, a distance of 30.00 feet to the centerline of said vacated West Third Street; thence South 89 degrees, 13 minutes, 33 seconds East, on and along the centerline of said vacated West Third Street, a distance of 169.31 feet to the point of beginning, containing 13.526 acres, more or less.

Doc. from ...
Subject of ...

1100
11/2/92

January 28, 1992
Beverly D. Hunter

CORPORATE WARRANTY DEED

Anderson fee paid

THIS INDENTURE WITNESSETH, That Topu Land Co., Inc. an Indiana Corporation, of Madison County, State of Indiana, conveys and warrants to M. Keith Betts, adult, of Madison County, State of Indiana, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Madison County, in the State of Indiana:

except
Tract #1:

Lots 170, 171, 172, 255, 256, 257 and part of a vacated alley and a part of vacated West 4th Street and West 3rd Street, all in Evelyn Addition to the City of Anderson, the plat of which is recorded in Plat Book 5, Page 66 and also a part of Section 11, Township 19 North, Range 7 East, located in the City of Anderson, Madison County, Indiana, being bounded as follows:

BEGINNING at the intersection of the west right-of-way line of Sycamore Street and the centerline of West 3rd Street both in Evelyn Addition to the City of Anderson, the plat of which is recorded in Plat Book 5, Page 66 in the records of Madison County; thence South 01 degree 45 minutes 56 seconds West (assumed bearing) 365.00 feet along the west right-of-way line of said Sycamore Street to the northeast corner of lot 1258 in said Evelyn Addition, said point also being the northeast corner of a 1.27 acre tract of land recorded in Deed record 446, Page 445, the next 6 courses are along the bounds of said 1.27-acre tract of land; thence 1.) North 77 degrees 43 minutes 40 seconds West 129.98 feet; thence 2.) North 88 degrees 14 minutes 04 seconds West 237.05 feet; thence 3.) South 01 degree 45 minutes 56 seconds West 102.11 feet; thence 4.) North 88 degrees 14 minutes 04 seconds West 103.00 feet; thence 5.) South 01 degree 45 minutes 56 seconds West 51.00 feet; thence 6.) South 38 degrees 28 minutes 13 seconds East (105.23 feet dead) 104.35 feet measured to the southwest corner of said 1.27 acre tract of land, said point also being on the westerly extension of the south line of lot 1324 in said Evelyn Addition to the City of Anderson; thence North 89 degrees 14 minutes 09 seconds West (203.03 feet dead) 179.21 feet measured along the westerly extension of the south line of said lot 1324 to its intersection with the northerly extension of the east right-of-way line of Arrow Avenue, as platted in A. C. Berouard's Addition, the plat of which is recorded in Plat Book 4, Page 63; thence North 01 degree 10 minutes 43 seconds East 616.93 feet along the northerly extension of the east right-of-way line of said Arrow Avenue to its intersection with the westerly extension of the north right-of-way line of West 3rd Street; thence South 89 degrees 14 minutes 09 seconds East 442.75 feet along the westerly extension of the north right-of-way line of said West 3rd Street to the west line of said Evelyn Addition; thence South 00 degrees 44 minutes 23 seconds West 30.00 feet along the west line of said Evelyn Addition to the centerline of said 3rd Street; thence South 89 degrees 14 minutes 09 seconds East (169.31 feet dead) 164.74 feet measured along the centerline of said West 3rd Street to the POINT OF BEGINNING. Containing 6.32 acres, more or less and being subject to all applicable easements and rights-of-way of record.

9201394

Tract 27:

except

A part of Section 11, Township 19 North, Range 7 East located in the City of Anderson, Madison County, Indiana, being bounded as follows:

Commencing at the intersection of the west right-of-way line of Sylvan Street and the centerline of West 3rd Street both in Evalyn Addition to the City of Anderson, the plat of which is recorded in Plat Book 5, Page 66 in the records of Madison County, thence North 89 degrees 14 minutes 09 seconds West (assumed bearing) (164.31 feet deed) 164.74' measured along the centerline of said West 3rd Street to the west line of said Evalyn Addition; thence North 00 degrees 44 minutes 23 seconds East 30.00 feet along the west line of said Evalyn Addition to the north right-of-way line of said West 3rd Street; thence North 89 degrees 14 minutes 09 seconds West (176.31 feet deed) 180.72 feet measured along the westerly extension of the north right-of-way line of said West 3rd Street to the POINT OF BEGINNING of this description; thence continuing North 89 degrees 14 minutes 09 seconds West 267.03 feet along said westerly extension to its intersection with the northerly extension of the east right-of-way line of Arrow Avenue as platted in A.C. Bernards 1st Addition, the plat of which is recorded in Plat Book 4, Page 65; thence North 01 degree 10 minutes 43 seconds East 263.92 feet along the east right-of-way line of said Arrow Avenue to the south line of a tract of land conveyed to the City of Anderson for street purposes recorded in Deed Record 232, Page 408; thence South 89 degrees 14 minutes 20 seconds East 372.39 feet along the south line of said tract of land conveyed to the City of Anderson to the west line of a 0.787 acre tract of land recorded in Deed Record 560, Page 229; thence South 24 degrees 31 minutes 11 seconds West (235.97 feet deed) 235.43 feet measured along the west line of said 0.787 acre tract of land to a non-tangent curve having a radius of 392.00 feet and being concave to the southeast, said point being North 65 degrees 41 minutes 24 seconds West from the radius point of said curve; thence southwesterly (51.24 feet deed) 51.53 feet measured along said curve; and along the west line of said 0.787 acre tract of land to the POINT OF BEGINNING. Containing 1.91 acre, more or less, and being subject to all applicable easements and rights-of-way of record.

9201394

N

NF
Pick-up

TAX TITLE DEED TO COUNTY

WHEREAS Madison County did, on the 22nd day of March, 1994, produce to the undersigned, Otis E. Cox Auditor of the county of MADISON, in the state of Indiana, a certificate of sale dated the 17th day of December, 1992, signed by Sandra S. Huntzinger, who at the date of the sale, was auditor of the county, from which it appears that said county on the 17th day of December, 1992, obtained, pursuant to law, the real property described in this indenture for the sum of Nineteen thousand seven hundred sixty-three dollars and sixty-three cents, being the amount due on the real property for taxes, special assessments, penalties and costs for the years 1992 and previous, namely: 1989, 1990, 1991, 1992

Such real property has been recorded in the office of the Madison County Auditor as delinquent for the nonpayment of taxes, and proper notice of the sale has been given. It appearing that Madison County is the owner of the certificate of sale, that the time for redeeming such real property has expired, that the property has not been redeemed, that Madison County has demanded a deed for the real property described in the certificate of sale, that the records of the Madison County Auditor's office state that the real property was legally liable for taxation, and that the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments for the years 1992 and previous

Therefore, this indenture, made this 22nd day of March, 1994, between the state of Indiana, by Otis E. Cox auditor of Madison County, of the first part, and Madison County, of the second part, witnesseth: That the party of the first part, for and in consideration of the premises, has granted and bargained and conveyed to the party of the second part, the real property described in the certificate of sale, situated in the county of Madison and state of Indiana, namely and more particularly described as follows:

See attached list consisting of two (2) pages.

RECEIVED FOR RECORD
DATE 4-12-94 TIME 1:50 P.M.
Frankie Brown
MADISON COUNTY RECORDER

This instrument purchased by Otis E. Cox, Madison County Auditor

9407662

to have and to hold such real property, with the appurtenances belonging thereto, in as full and ample a manner as the auditor of said county is empowered by law to convey the same.

In testimony whereof, Otis E. Cox auditor of Madison County, has herunto set his hand, and affixed the seal of the board of county commissioners, the day and year last above mentioned.

Otis E. Cox
Auditor of Madison County

ATTEST: Robert Stepp
Treasurer of Madison County

STATE OF INDIANA }
COUNTY OF Madison } SS:

Before me, the undersigned, Skip J. Waymire, Clerk Madison Circuit Court, in and for said county, this day, personally came the above named Otis E. Cox, auditor of said County, and acknowledged that he signed and sealed the foregoing deed for the uses and purposes therein mentioned.

In witness whereof, I have herunto set my hand and seal this 11 day of April, 1994

Skip J. Waymire
Clerk Madison Circuit Court

TO

TAX TITLE DEED
PUBLIC SALE

Received for Record

The 11 day of April

A. D. 1994 at 11 O'Clock AM and recorded in

Record

Pages

Rec'd by the Auditor, Madison County

Duly Entered for Taxation
April 12 1994
Otis E. Cox
Auditor
432775
32776
9407662

Bennie & Joy Mack Certificate # 92-62 Key # 10-0112-1-023	A L & G Co 1st V/S Lot 478 Monroe Township Madison County, Indiana
Bennie & Joy Mack Certificate # 92-63 Key # 10-0112-1-024	A L & G Co 1st V/S Lot 479 Monroe Township Madison County, Indiana
Bennie & Joy Mack Certificate # 92-64 Key # 10-0112-1-025	A L & G Co 1st Lot 480 Monroe Township Madison County, Indiana
Bennie & Joy Mack Certificate # 92-65 Key # 10-0112-1-016	A L & G Co 1st Lot 577 Monroe Township Madison Township
Bennie & Joy Mack Certificate # 92-66 Key # 10-0112-1-017	A L & G Co 1st V/S Lot 578 Monroe Township Madison County, Indiana
Bennie & Joy Mack Certificate # 92-67 Key # 10-0112-1-018	A L & G Co 1st V/S Lot 579 Monroe Township Madison County, Indiana
H Rudolph Bowers Certificate # 92-111 Key # 412-2-01	Tin Flate 42' E side 121 Lot 2 Elwood-Pipecreek Madison County, Indiana
Janet Sue Mitchell for Kenneth Edward etal Certificate # 92-113 Key # 183-7	Elwood 081 Lot 7 Elwood-Pipecreek Madison County, Indiana
Remington Tillie Remington Borina Heirs Certificate # 92-115 Key # 204-9	Hillsdale pt V/A 67' N Lot 9 Elwood-Pipecreek Madison County, Indiana
John & Elizabeth Wise & Goldie W. Miller Certificate # 92-119 Key # 213-1	Kidwells Lot 1 Elwood-Pipecreek Madison County, Indiana
Rev. J. C. Bradley Certificate # 92-72 Key # 406-13-01	Hazelwood 12.5' S side Lot 440 City of Anderson Madison County, Indiana
Rev. J. C. Bradley Certificate # 92-73 Key # 408-14	Hazelwood Lot 441 City of Anderson Madison County, Indiana
William & Elizabeth Brown Certificate # 92-74 Key # 965-9	South Park Lot 13 City of Anderson Madison County, Indiana
Scott Combes & Evalina B Stamm Certificate # 92-75 Key # 57A-9	Belmont Lot 116 City of Anderson Madison County, Indiana
Ernest A. Combs Certificate # 92-76 Key # 787-15	Oakdale Lot 35 City of Anderson Madison County, Indiana
Sherry A & Robert D Hacker Certificate # 92-77 Key # 454-3-01	Hillside 24' E side Lot 13 City of Anderson Madison County, Indiana
Sherry A & Robert D Hacker Certificate # 92-78 Key # 454-4-01	Hillside 24' W side Lot 14 City of Anderson Madison County, Indiana
Maurice Humphrey Certificate # 92-80 Key # 196-20B	Darraghs 2.5' S end Lot 56 City of Anderson Madison County, Indiana
Jack Keesling Jr Certificate # 92-81 Key # 886-13-01	Wm Rowlands 2nd 34' E Lot 7 City of Anderson Madison County, Indiana
Jack Keesling Jr Certificate # 92-82 Key # 886-13-02	Wm Rowlands 2nd 12' S Lot 7 City of Anderson Madison County, Indiana
Jack Keesling Jr Certificate # 92-83 Key # 886-14-01	Wm Rowlands 2nd 34' E Lot 8 City of Anderson Madison County, Indiana
Jack Keesling Jr Certificate # 92-84 Key # 886-15-01	Wm Rowlands 2nd 34' E Lot 9 City of Anderson Madison County, Indiana
Jack Keesling Jr Certificate # 92-85 Key # 886-16-01	Wm Rowlands 2nd 34' E Lot 10 City of Anderson Madison County, Indiana
Jack Keesling Jr Certificate # 92-86 Key # 886-18	Wm Rowlands 2nd 135 1/2x227 Lot 12 City of Anderson Madison County, Indiana
Jack Keesling Jr Certificate # 92-87 Key # 886-19	Wm Rowlands 2nd Exc 18.5' S side Lot 13 City of Anderson

9407662

Mary Lillian Krall
Certificate # 92-88
Key # 999-342

Blonda McKeand & Thomas G Dowell
Certificate # 92-90
Key # 969-10

Richard A & Patricia A Morin
Certificate # 92-91
Key # 114-15

James Pierce
Certificate # 92-92
Key # 175-13-A12

Nate Redfield
Certificate # 92-108
Key # 520-24-1

Edwin O & Neal Sibery
Certificate # 92-98
Key # 712-1

Topa Land Co, Inc
Certificate # 92-107
Key # 1136-1

Bennis & Joy Mack
Certificate # 92-68
Key # 10-0112-1-019

Tr A 36-19-7 0.005 acre
City of Anderson
Madison County, Indiana

South Park Lot 156
City of Anderson
Madison County, Indiana

Calls Lot 16
City of Anderson
Madison County, Indiana

Glen Echo 132x88 Lot 15
City of Anderson
Madison County, Indiana

Jackson Park E2 Lot 70
City of Anderson
Madison County, Indiana

Miller & Judd V/S Lot 1
City of Anderson
Madison County, Indiana

Pt NE SW Pt SW NE & Pt NW
11-19-7 5.730 acres
City of Anderson
Madison County, Indiana

A L & C Co 1st V/S V/A Lot 580
Monroe Township
Madison County, Indiana

9407662

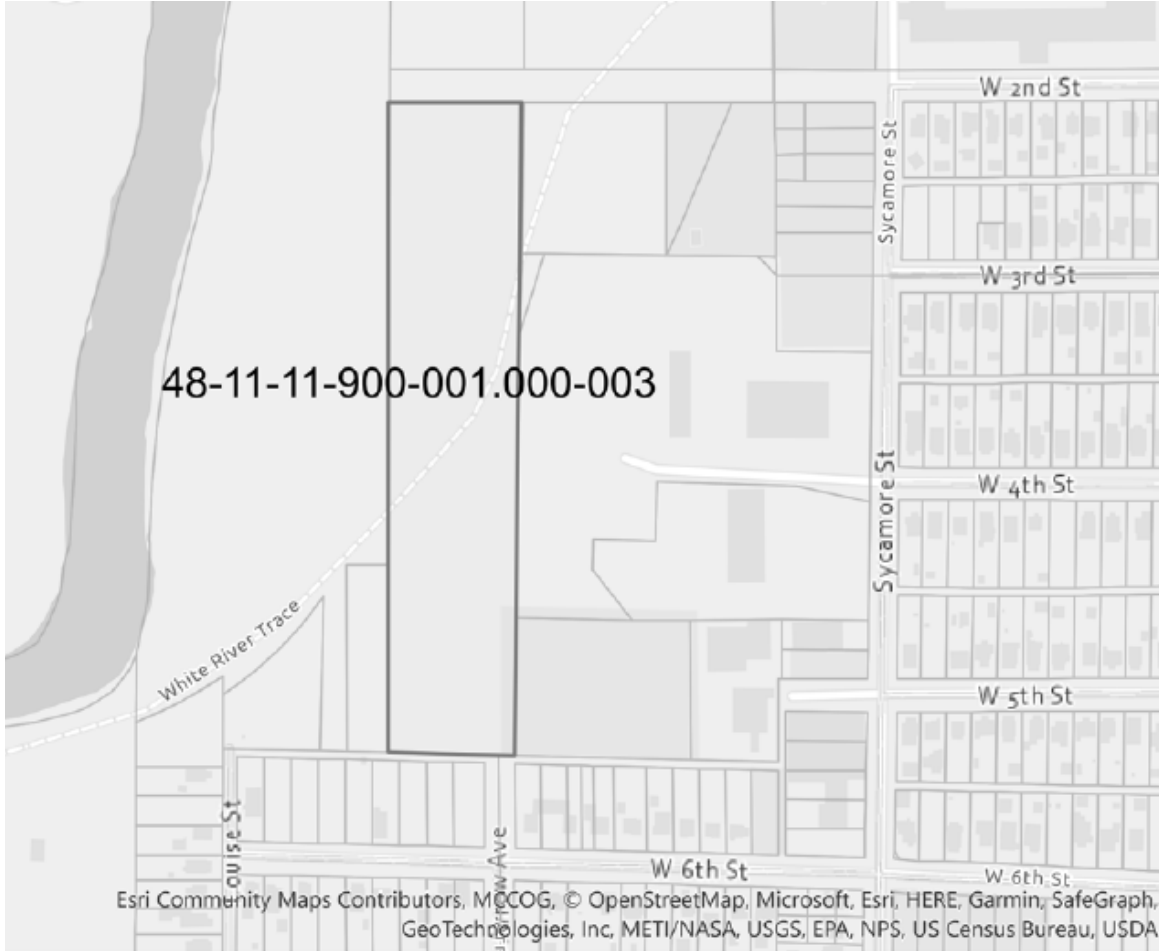
EXHIBIT B

MAP DEPICTING EACH PARCEL BOUNDARY

DRAFT

Madison County, IN

0 W 2nd Street; Anderson, IN 46016
 Parcel: 48-11-11-900-001.000-003



Parcel Information		Taxing District	
Parcel Number:	48-11-11-900-001.000-003	Township:	ANDERSON TOWNSHIP
Local Parcel Number:	18-1136-1	Corporation:	ANDERSON COMMUNITY
Property Address:	0 6 TH ST ANDERSON, IN 46016		
Neighborhood:	AVERAGE RATING NBHD	Land Description	
Property Class:	EXEMPT, COUNTY	<u>Land Type</u>	<u>Acreage</u>
Owner Name:	MADISON COUNTY 4-12-94	13	5.73
Owner Address:	16 E 9 TH ST ANDERSON, IN 46016-1598	<u>Lot</u>	
Legal Description:	PT NE SW PT SW NE & PT SE NW 5.7300Acres STR: 11197 SECTION: PLAT: 02 IN: OUT:	000	



SESCO group

Environmental Solutions

Appendix R

Revised Draft ERC #6

SESCO Group

5154 East 65th Street • Indianapolis, IN 46220

317-347-9590 • 888-872-1307 • 317-347-9591 F • www.sescogroup.com

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this _____ Choose an item. day of _____ Choose an item., 20____ Choose an item., by City of Anderson, Indiana 120 E 8th Street; Anderson, IN 46016-1505 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at 0 W 2nd Street, Anderson, IN 46016 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 27, 1929, and recorded on December 3, 1929, as Deed Record 4532 Page 288-289, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 6.91 acres and has also been identified by the county as parcel identification number 48-11-11-600-002.000-003. 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 Former ALAC Garment Services Facility. The incident number assigned by the Indiana Department of Environmental Management (“Department or “IDEM”) for the release is #0000195.

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. These COCs are tetrachloroethylene (PCE), trichlorethylene (TCE), cis-dichloroethylene (cis-DCE), and vinyl chloride (VC) in groundwater.

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 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 MADISON 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 Madison 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:
City of Anderson
120 E 8th Street
Anderson, IN 46016-1505

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.

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 Jurczak

SESCO Group

5154 E. 65th Street

Indianapolis, IN 46220

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

DRAFT

WARRANTY DEED

THIS INDENTURE WITNESSETH, That George Comer, an unmarried man surviving husband of Cora B. Comer, deceased, of Madison County, in the State of Indiana, CONVEY AND WARRANT, to Violet L. Stephens and Julia E. Windlin, as tenants in common, in equal parts, of Madison County, in the State of Indiana, for the sum of \$1.00 love and affection, Dollars, the receipt of which is hereby acknowledged, the following Real Estate, in Madison County, in the State of Indiana, to-wit;

Lot numbered Five (5) in Maugans First Add to North Anderson, now in the City of Anderson, Indiana.

IN WITNESS WHEREOF, The said George Comer, an unmarried man, surviving husband of Cora B. Comer, deceased, has hereunto set his hand and seal, this 3rd day of December, A. D. 1929.

George Comer (LS)

State of Indiana, Madison County, ss;

Before me, the undersigned, a Notary Public in and for said County, this 3rd day of December, 1929, personally appeared George Comer, an unmarried man, surviving husband of Cora B. Comer, deceased, and acknowledged the execution of the annexed Deed.

Witness my hand and Notarial seal.

(SEAL)

Ray Wetzel (LS)

My commission expires Jan 3, 1930.

Notary Public

Recorded Dec 3, 1929 at 3 P M

Caleb C. Williams R.M.C. 4523

WARRANTY DEED

THIS INDENTURE WITNESSETH, That HUGHES-CURRY PACKING COMPANY, a corporation of Madison County, in the State of Indiana, CONVEY AND WARRANT to THE CITY OF ANDERSON, INDIANA, for and in consideration of ONE DOLLAR, and other considerations, the following REAL ESTATE in Madison County, Indiana, to-wit;

"Part of the Southeast Quarter of the Northwest Quarter and part of the Northeast of the Southwest Quarter of Section Eleven (11) Township Nineteen (19) North, Range Seven (7) East, in Anderson, Madison County, Indiana.

Beginning at an iron pipe on the North right of way line of the Central Indiana Railroad, known as the Buckeye Switch and on the West line of property of the Ward-Stilson Company, said pipe being two hundred seven and five tenths (207.5) feet west and four hundred three and six tenths (403.6) feet South of the center of said Section Eleven (11), and running thence North along the West line of said Ward-Stilson Company tract and on said West line extended North to an iron pipe on the East Bank of White River, thence Southwesterly with the meanderings of said river bank one thousand six hundred eighty (1680) feet more or less, to a point on the said North right of way line of said Buckeye Switch directly South of the West end of concrete bulk-head at outlet of Mitchell Street (now Louise Street) sewer, thence along said North right of way line five hundred seventy (570) feet to beginning;

Also, beginning fourteen (14) feet North of the Northeast corner of Lot Twenty-seven (27) in J. M. Donnelly's Second Addition to the City of Anderson thence North three hundred nineteen (319) feet to the South right of way line of

Buckeye Switch, thence Southwest along said right of way line to a point forty- six (46) feet West measured at right angle to last described line, thence South to point fourteen (14) feet North of the Northwest corner of said Lot Twenty Seven (27), thence East forty- six (46) feet to beginning; containing in all six and ninety- one hundredths (6.91) acres, more or less.

Also, Lot Twenty Seven (27) in J. M. Donnelly's Second Addition to the City of Anderson, Indiana."

The above real estate is surplus real estate and is not needed or required in the operations of the Hughes Curry Packing Company, or in the purposes for which said corporation is organized, and said real estate is conveyed to the Grantee, to be used and maintained as a Public Park by the Grantee. In event said real estate or any part thereof is ever used for any other or different purpose than that of a Public Park, or in the event the Grantee shall fail to maintain said real estate for park purposes, and keep said real estate in such condition as that it may be used by the public for said purpose, then and in either of said events, said real estate shall revert to the Grantor. But it is understood and agreed that said real estate shall not revert to the grantor for a period of two (2) years from the date hereof.

This conveyance is made subject to all unpaid installments of taxes and assessments against the same, all of which the Grantee assumes and agrees to pay.

IN WITNESS WHEREOF, Hughes- Curry Packing Company, a corporation, has caused these presents to be executed by its president and its secretary, and its corporate seal, to be affixed hereto, this 27th day of August, 1929.

Attest;

Walter E. Hughes
Secretary.

HUGHES- CURRY PACKING COMPANY,

By Charles S. Hughes
President

State of Indiana, Madison County, ss;

Before me, the undersigned, a Notary Public in and for the above county and state, personally appeared Charles S. Hughes, and Walter Hughes, as president and secretary respectively of Hughes- Curry Packing Company, a corporation, and as such officials and for and on behalf of said Hughes- Curry Packing Company, acknowledged the execution of the above and foregoing conveyance.

Witness my hand and Notarial seal.

(SEAL)
My commission expires June 30, 1931

J. J. Flahavin
Notary Public

Recorded Dec 3, 1929 at 4 P M

Carroll C. Williams R.M.C. 4532 ✓

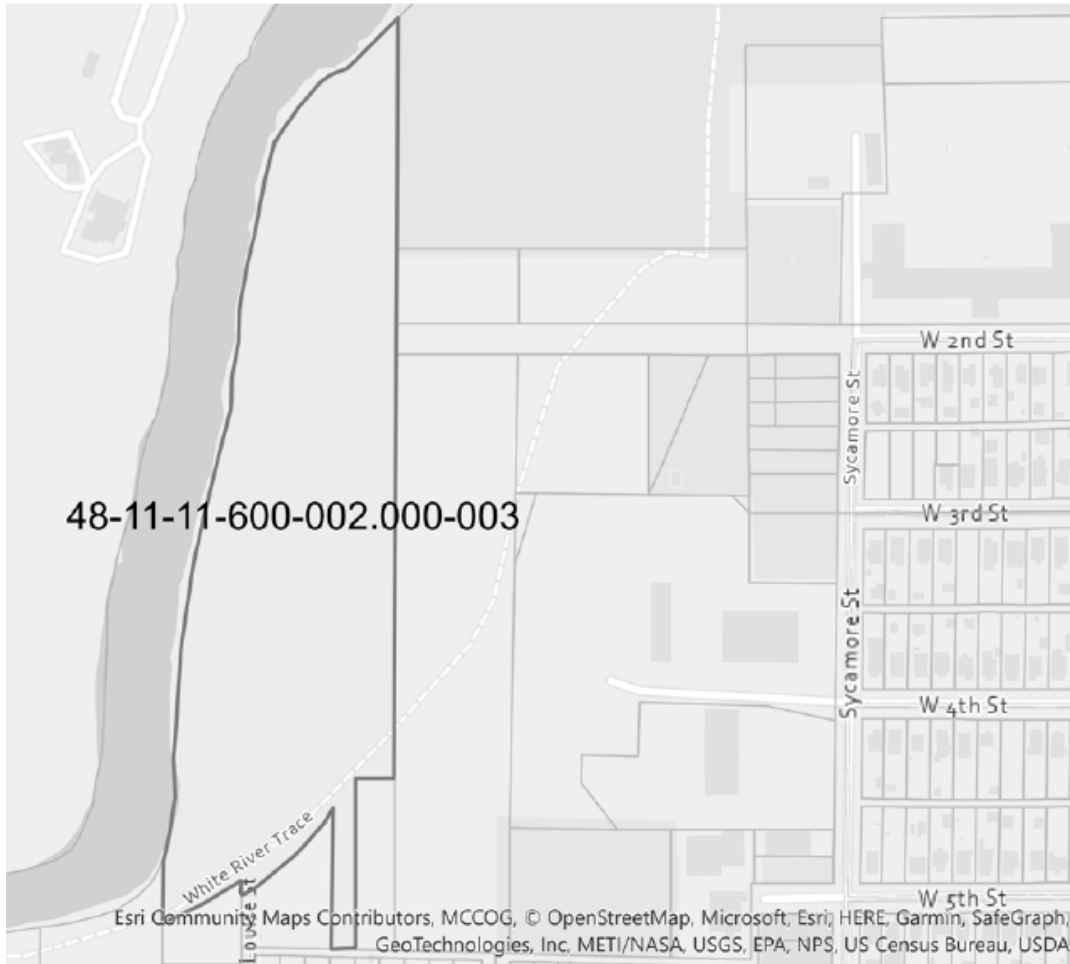
EXHIBIT B

MAP DEPICTING EACH PARCEL BOUNDARY

DRAFT

Madison County, IN

0 W 2nd Street; Anderson, IN 46016
 Parcel: 48-11-11-600-002.000-003



Parcel Information		Taxing District	
Parcel Number:	48-11-11-600-002.000-003	Township:	ANDERSON TOWNSHIP
Local Parcel Number:	18-1133-11M	Corporation:	ANDERSON COMMUNITY
Property Address:	0 W 2 ND ST ANDERSON, IN 46016		
Neighborhood:	AVERAGE RATING NBHD	Land Description	
Property Class:	EXEMPT, MUNICIPALITY	<u>Land Type</u>	<u>Acreage</u>
Owner Name:	CITY OF ANDERSON	11	6.91
Owner Address:	PO BOX 2100 ANDERSON, IN 46018		
Legal Description:	SW 6.9100Acres STR: 11197 SECTION: PLAT: 10 IN: OUT		



SESCO group

Environmental Solutions

Appendix S

Revised Draft ERC #5

SESCO Group

5154 East 65th Street • Indianapolis, IN 46220

317-347-9590 • 888-872-1307 • 317-347-9591 F • www.sescogroup.com

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this _____ Choose an item. day of _____ Choose an item., 20Choose an item., by City of Anderson 120 E 8th Street; Anderson, IN 46016-1505 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at 0 Sycamore Street, Anderson, IN 46016 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 May 15, 2007, and recorded on June 14, 2010, as Deed Record 2010007329, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 2.01 & 0.06 acres and have also been identified by the county as parcel identification numbers: 48-11-11-103-076.000-003 and 48-11-11-103-002.001-003. 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 Former ALAC Garment Services Facility. The incident number assigned by the Indiana Department of Environmental Management (“Department or “IDEM”) for the release is #0000195.

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. These COCs are tetrachloroethylene (PCE), trichlorethylene (TCE), cis-dichloroethylene (cis-DCE), and vinyl chloride (VC) in groundwater.

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 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 MADISON 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 Madison 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:
City of Anderson
120 E 8th Street
Anderson, IN 46016-1505

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.

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 Jurczak

SESCO Group

5154 E. 65th Street

Indianapolis, IN 46220

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

DRAFT

Duly Entered for Taxation
Subject to Final Acceptance for Transfer

JUN 14 2010

Kathy Hoops-Knight
AUDITOR, MADISON COUNTY

WARRANTY DEED

THIS INDENTURE WITNESSETH, That M. KEITH BETTS ("Grantor") of Madison County, in the State of Indiana, CONVEYS and WARRANTS to the CITY OF ANDERSON, of Madison County, in the State of Indiana, for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Madison County, State of Indiana:

Part of Section 11, Township 19 North, Range 7 East, located in the City of Anderson, Madison County, Indiana, being bounded as follows:

Commencing at the intersection of the West right-of-way line of Sycamore Street and the centerline of West 3rd Street both in Evalyn Addition to the City of Anderson, Indiana, the plat of which is recorded in Plat Book 5, Page 66 in the Records of the Recorder of Madison County, Indiana; thence South 01 degrees 45 minutes, 56 seconds West (assumed bearing) 385.00 feet along the West right-of-way line of said Sycamore Street to the Northeast corner of Lot #258 in said Evalyn Addition, said point also being the Northeast corner of a 1.27 acre tract of land recorded in Deed Record 446, Page 445, the next 6 courses are along the bounds of said 1.27 acre tract of land; thence 1.) North 77 degrees, 42 minutes, 40 seconds West 129.98 feet; thence 2.) North 88 degrees, 14 minutes, 04 seconds West 237.05 feet; thence 3.) South 01 degrees, 45 minutes, 56 seconds West 102.11 feet; thence 4.) North 88 degrees, 14 minutes, 04 seconds West 105.00 feet; thence 5.) South 01 degrees, 45 minutes, 56 seconds West 51.00 feet; thence 6.) South 38 degrees, 28 minutes, 13 seconds East (105.23 feet deed) 104.35 feet measured to the Southwest corner of said 1.27 acre tract of land, said point also being on the Westerly extension of the South line of Lot #324 in said Evalyn Addition to the City of Anderson; thence North 89 degrees, 14 minutes, 09 seconds West (203.03 feet deed) 199.21 feet measured along the Westerly extension of the South line of said Lot #324, to its intersection with the Northerly extension of the East right-of-way of Arrow Avenue, as platted in A. C. Bernard's Addition, the plat of which is recorded in Plat Book 4, Page 65; thence North 01 degrees, 10 minutes, 43 seconds East 476.53 feet along the Northerly extension of the East right-of-way line of said Arrow Avenue, said point being the point of beginning of this description; thence continuing North 01 degrees, 10 minutes, 43 seconds East 140.40 feet along the Northerly extension of the East right-of-way line of said Arrow Avenue to its intersection with the Westerly extension of the North right-of-way line of West 3rd Street; thence South 89 degrees, 14 minutes, 09 seconds East 40.20 feet along the Westerly extension of the North right-of-way line of said West 3rd Street to the West line of said Evalyn Addition; thence South 17 degrees, 07 minutes, 29 seconds West 146.32 feet to the point of beginning containing 0.065 acres more or less being subject to all applicable easements and rights-of-way of record.

RECEIVED

JUN 14 2010

BY: _____

RECEIVED
JUL 27 2007
By _____

ALSO, a part of the North half of Section 11, Township 19 North, Range 7 East in the City of Anderson, Madison County, Indiana, described as follows:

Commencing at the point of intersection of the centerline of Third Street with the West line of Sycamore Street as shown by the plat of Evalyn Addition to the City of Anderson, as recorded in Plat Book 5 page 66, Records of Madison County, Indiana; thence South 89 degrees 43 minutes 23 seconds West 164.74 feet (assumed bearing) along the centerline of said Third Street; thence North 00 degrees 18 minutes 05 seconds West 30.00 feet along the West line of said Evalyn Addition to the Northerly line of Third Street; thence South 89 degrees 43 minutes 23 seconds West 180.72 feet to the point of beginning; thence South 89 degrees 43 minutes 23 seconds West 276.69 feet to a point on the Northerly extension of the Easterly right-of-way line of Arrow Avenue as platted in A. C. Bernard's First Addition to the City of Anderson, and shown by the Records of Madison County, Indiana; thence North 00 degrees 26 minutes 44 seconds West 263.93 feet along said right-of-way line extended to the South line of Second Street produced West as shown by the plat of said Evalyn Addition; thence North 89 degrees 43 minutes 23 seconds East 279.38 feet to the Northwest corner of a tract of ground described by Instrument #9604688, Records of Madison County, Indiana; thence South 00 degrees 08 minutes 17 seconds West 263.93 feet to the point of beginning, containing 2.01 acres, more or less, and subject to all easements of record.

ALSO, a part of Section 11, Township 19 North, Range 7 East located in the City of Anderson, Madison County, Indiana being bounded as follows:

Beginning at a point on the Northerly extension of the West line of Lot 81 in Evalyn Addition to the City of Anderson, the plat of which is recorded in Plat Book 5, page 66 in the Records of Madison County, 14 feet Northerly from the Northwest corner of said Lot 81, said point also being on the North line of the first alley North of Second Street in said Evalyn Addition; thence South 00 degrees 43 minutes 26 seconds West (assumed bearing)(142.67 feet deed) 139.98 feet measured along the Southerly extension of the West line of said Lot 81 and along the West line of said Lot 81 to its Southwest corner, said point also being the Northeast corner of a tract of land conveyed to the City of Anderson for street purposes and recorded in Deed Record 232, page 408, Records of Madison County, Indiana; thence South 89 degrees 43 minutes 23 seconds West 454.84 feet along the North line of said tract of land conveyed to the City of Anderson to its intersection with the Northerly extension of the East right-of-way line of Arrow Avenue as platted in A. C. Bernard's Addition, the plat of which is recorded in Plat Book 4, page 65 in said Records; thence North 00 degrees 26 minutes 44 seconds West 139.98 feet along the Northerly extension of said East right-of-way line of Arrow Avenue to its intersection with the Westerly extension of the North line of the first alley North of Second Street in said Evalyn Addition; thence North 89 degrees 43 minutes 23 seconds East 458.14 feet along the Westerly extension of the North line of said first alley North of Second Street to the point of beginning. Containing 1.47 acres, more or less, and being subject to all applicable easements and rights-of-way of record.

Subject to any and all easements, agreements and restrictions of record. Tax bills should be sent to Grantee at such address unless otherwise indicated below.

IN WITNESS WHEREOF, Grantor has executed this deed this 15th day of MAY 2007.

Grantor:

M. Keith Betts
M. KEITH BETTS

STATE OF INDIANA

SS:

COUNTY OF MADISON

Before me, a Notary Public in and for said County and State, personally appeared M. KEITH BETTS, who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 15th day of May 2007.

My Commission Expires:

10-28-07

Thomas M. [Signature]
Notary Public
A Resident of Madison County, IN

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. William C. Kreegar

This instrument prepared by WILLIAM C. KREEGAR, Attorney at Law, 1424 East 8th Street, Anderson, Indiana 46012, Telephone: (765) 644-8873.

Return deed to: City of Anderson, 1424 East 8th Street, Anderson, TN 46012

END OF DOCUMENT

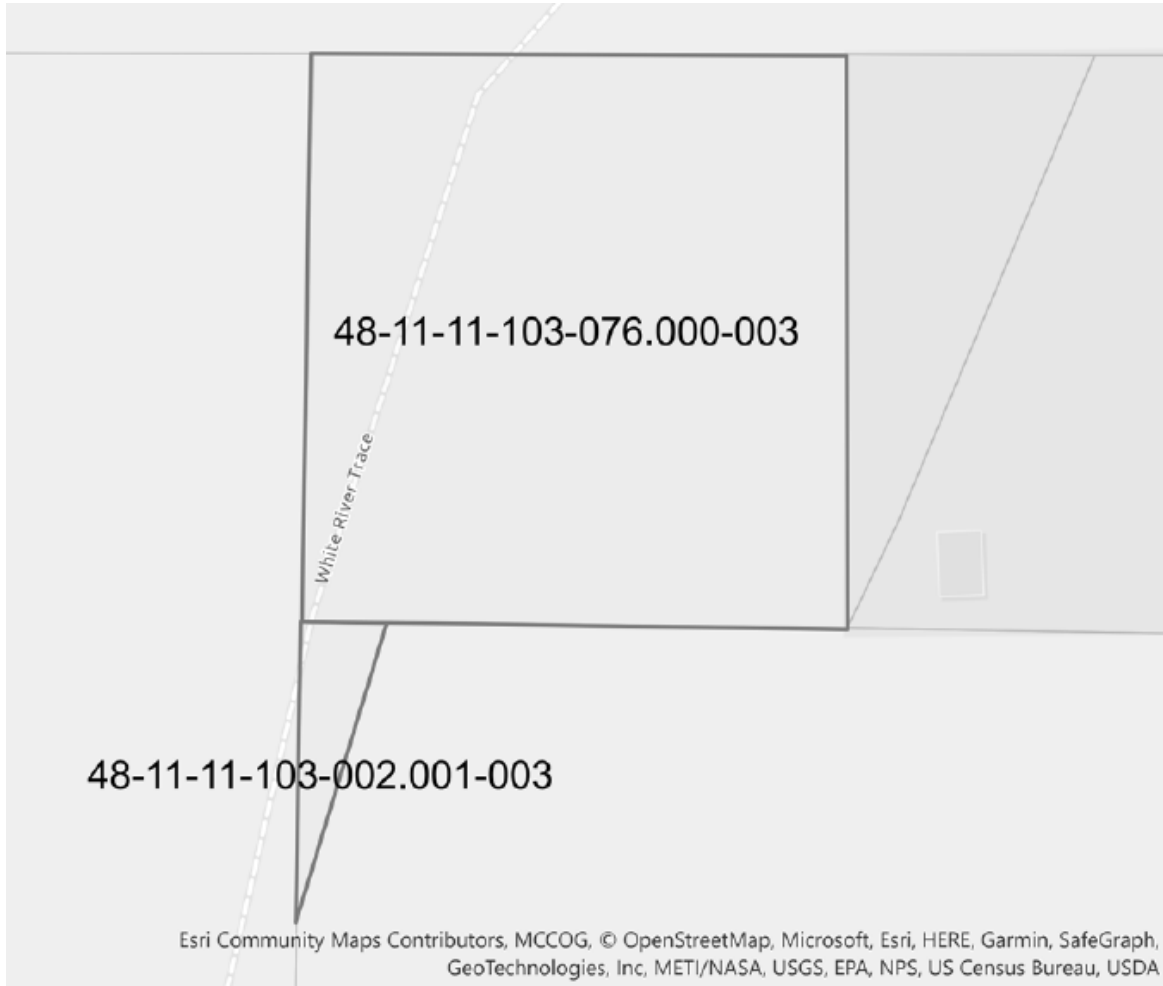
EXHIBIT B

MAPS DEPICTING EACH PARCEL BOUNDARY

DRAFT

Madison County, IN

0 Sycamore Street; Anderson, IN 46016
 Parcel: 48-11-11-103-076.000-003 and 48-11-11-103-002.001-003



Parcel Information		Taxing District	
Parcel Number:	48-11-11-103-076.000-003	Township:	ANDERSON TOWNSHIP
Local Parcel Number:	48-11-11-103-076.000-003	Corporation:	ANDERSON COMMUNITY
Property Address:	0 SYCAMORE ST ANDERSON, IN 46016		
Neighborhood:	AVERAGE RATING NBHD	Land Description	
Property Class:	EXEMPT, MUNICIPALITY	<u>Land Type</u>	<u>Acreage</u>
Owner Name:	CITY OF ANDERSON	82	2.01
Owner Address:	120 E 8 TH ST ANDERSON, IN 46016-1505		
Legal Description:	SE 11-19-7 (2.010AC)		

Parcel Information		Taxing District	
Parcel Number:	48-11-11-103-002.001-003	Township:	ANDERSON TOWNSHIP
Local Parcel Number:	NONE GIVEN	Corporation:	ANDERSON COMMUNITY
Property Address:	0 SYCAMORE ST ANDERSON, IN 46016		
Neighborhood:	AVERAGE RATING NBHD	Land Description	
Property Class:	EXEMPT, MUNICIPALITY	<u>Land Type</u>	<u>Acreage</u>
Owner Name:	CITY OF ANDERSON	82	0.06
Owner Address:	120 E 8 TH ST ANDERSON, IN 46016		
Legal Description:	SE 11-19-7 (0.065AC)		