



The **ELAM** Group

**Email:** info@elamusa.com

**Website:** www.elamusa.com

**Tel:** 888-510-ELAM

**Fax:** 317-567-9022

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June 28, 2024

Indiana Department of Environmental Management  
Office of Land Quality, Voluntary Remediation Program  
ATTN: Chad Pitcher  
100 North Senate Avenue  
MC 66-30V IGCN 1101  
Indianapolis, IN 46204-2251

Re: *Environmental Restrictive Covenant*  
*IDEM VRP No. 6040102*  
Glen Park Laundry & Dry Cleaners  
1437 E Ridge Rd  
Gary, IN 46409 (Lake County)

Dear Chad:

The attached *Environmental Restrictive Covenant* (“ERC”) is being submitted for review and approval by the Indiana Department of Environmental Management (“IDEM”). The document was prepared using IDEM’s most recent ERC template, and the selected restrictions and other verbiage are unmodified.<sup>1</sup> In order to meet the objectives of the property owner, we need to record the ERC by 7/31/24 and so we kindly request your expedited review in this tight timeframe.

Should you have any questions during your review, please feel free to contact me at your convenience.

Sincerely,

Chris Sloffer, CHMM #12673  
Technical Director

Enclosure

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<sup>1</sup> [https://www.in.gov/idem/cleanups/files/institutional\\_controls\\_erc\\_template.docx](https://www.in.gov/idem/cleanups/files/institutional_controls_erc_template.docx) (URL last verified 6/26/24)

## **Environmental Restrictive Covenant**

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by IMPERIAL KR, INC. , D.B.A. GLEN PARK, BRUNSWICK, COURTESY VALET CLEANERS, 1537 Queen Ann Lane, Gurnee, IL 60031 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate in the County of Lake, Indiana, which is located at 1437 E Ridge Rd, Gary, IN 46409 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 11/15/2019, and recorded on 11/25/2019, as Deed Record 2019-081235, in the Office of the Recorder of Lake County, Indiana. The Real Estate consists of approximately 1.668 acres and has also been identified by the county as parcel identification number 45-08-27-228-003.000-004. 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 13-25-5 and/or other applicable Indiana law as a result of a release of hazardous waste and/or hazardous substances relating to the Glen Park Cleaners facility located at 1437 E Ridge Rd, Gary, IN 46409. The incident number assigned by the Indiana Department of Environmental Management (“Department” or “IDEM”) for the release is Voluntary Remediation Program #6040102.

WHEREAS: Certain contaminants of concern (“COCs”) remain in the soil, groundwater and soil gas 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 tetrachloroethene (“PCE”), trichloroethene (“TCE”), cis-1,2-dichloroethene (“cDCE”), trans-1,2-dichloroethene (“tDCE”) and vinyl chloride (“VC”).

WHEREAS: Environmental investigation reports and other related documents are hereby incorporated by reference and may be examined at the offices of the Department, which is located in the Indiana Government Center North building at 100 N. Senate Avenue, Indianapolis, Indiana. The documents may also be viewed electronically in the Department’s Virtual File Cabinet by accessing the Department’s website (currently [www.in.gov/idem/](http://www.in.gov/idem/)). The restricted Real Estate is also depicted on IDEM’s GIS webviewer (currently <https://on.in.gov/ideminteractivemap>).

NOW THEREFORE, 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 confirm there is no unacceptable exposure risk due to vapor migration in accordance with then-applicable agency guidance, regulation, or law in both of the following situations:
  - (1) After the use of PCE inside the building at the Real Estate ceases; and/or
  - (2) When any new structures to be occupied by persons at the Real Estate are constructed.

Both situations require an IDEM-approved sampling plan and may include conducting groundwater, soil, indoor air, and/or soil-gas sampling for volatile organic compounds (“VOCs”) or semi-volatile organic compounds (“SVOCs”). The results and analyses of such sampling shall be presented to IDEM in support of the Owner’s determination whether an unacceptable vapor exposure risk exists. If the results demonstrate that no such risk exists, IDEM will provide its concurrence in writing and grant the Owner a waiver of this restriction for the proposed change in site use and/or new construction. If the results demonstrate that an unacceptable risk to human health exists, then the Owner must submit plans for mitigation for approval by IDEM and must conduct adequate indoor air sampling to demonstrate the effectiveness of the approved remedy.

Shall prohibit any activity at the Real Estate that may interfere with the groundwater monitoring or well network as depicted on Exhibit B.

## 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 LAKE COUNTY ON \_\_\_\_\_, 20\_\_, INSTRUMENT NUMBER (or other identifying reference) \_\_\_\_\_ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.**

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and: (a) include a certified copy of the instrument conveying any interest in any portion of the Real Estate; (b) if it has been recorded, its recording reference; and (c) the name and business address of the transferee.
7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

### III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate IDEM if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, IDEM shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

### IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that the contaminants of concern no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.
10. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Lake County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department. 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: IMPERIAL KR, INC. , D.B.A. GLEN PARK, BRUNSWICK,  
COURTESY VALET CLEANERS  
1537 Queen Ann Lane  
Gurnee, IL 60031

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, IMPERIAL KR, INC. , D.B.A. GLEN PARK, BRUNSWICK, COURTESY VALET CLEANERS, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
IMPERIAL KR, INC. ,  
D.B.A. GLEN PARK, BRUNSWICK, COURTESY VALET CLEANERS

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:  
The Environmental Liability and Asset Management Group (dba The ELAM Group)  
161 Lakeview Drive, Suite B  
Noblesville, Indiana 46060

**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:**  
The Environmental Liability and Asset Management Group (dba The ELAM Group)  
161 Lakeview Drive, Suite B  
Noblesville, Indiana 46060

**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL ESTATE**



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2019-081235

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
MICHAEL B BROWN  
RECORDER

Tax Parcel Number(s):  
45-08-27-228-003.000-004  
45-07-01-431-005.000.004

2019 Nov 25 11:20 AM

**CORPORATE WARRANTY DEED**

**THIS INDENTURE IS TO WITNESS** that RAOAFS, Inc., a corporation organized and existing under the laws of the State of Indiana, **Conveys and Warrants** to Imperial KR, Inc., for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Lake County, Indiana:

See Attached Legal

Subject to all covenants, restrictions, easements and rights-of-way of record.

Subject also to the lien of unpaid real estate taxes, and municipal or drainage assessments, if any.

The undersigned persons executing this deed on behalf of the Grantor hereby certify that they are duly elected officers of the Grantor; that they have been duly authorized by the Grantor to execute and deliver this deed on its behalf; and that all necessary corporate action for the execution and delivery of this deed has been taken and done.

Signed and sealed this 15th day of November, 2019.

RAOAFS, Inc.

DULY ENTERED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER

31118

NOV 25 2019

By: Rafiq S. Sheriff  
Rafiq Sheriff, Sole Shareholder/Director

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

*Handwritten signature/initials*

32810

Greater Indiana Title Company

\$ 2500

DTB

STATE OF INDIANA

)

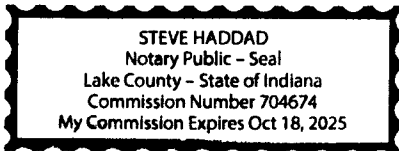
) SS:

LAKE COUNTY

)

Before me, a Notary Public in and for said County and State, this 15th day of November, 2019, personally appeared Rafiq Sheriff, Sole Shareholder/Director of RAOAFS, Inc., a corporation organized and existing under the laws of the State of Indiana, who acknowledged the execution of the above and foregoing deed for and on behalf of such corporation, and who having been first duly sworn upon their oaths, stated that the representations contained therein are true.

Witness my hand and notarial seal.



Signed: *[Signature]*  
Printed: Steve E Haddad, Notary Public  
Residing in Lake County, Indiana

My Commission Expires:  
October 18, 2025

This instrument prepared by Steve E Haddad, attorney at law. I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Steve E Haddad

Mailing address for tax statements: Karamat Sheik 1537 Queen Ann Lane, Gurnee, Illinois 60031  
*and recorded deed.*

**EXHIBIT "A"**

PARCEL 1: ALL OF LOTS 1 AND 2 AND THE WEST 1/2 OF THE VACATED MARTIN LUTHER KING DRIVE LYING ADJACENT TO SAID LOT 2 ON THE EAST AND THAT PART OF THE NORTH 1/2 OF THE VACATED ALLEY 36-A SOUTH LYING ADJACENT TO SAID LOTS 1 AND 2 ON ON THE SOUTH AS EVIDENCED BY ORDINANCE 7342 RECORDED JULY 10, 2002 AS DOCUMENT NO. 2002 061396, AND PART OF LOTS 3, 4, 5 AND 6 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 25 FEET OF LOT 3 (SOUTH LINE OF 60-FOOT WIDE 37TH AVENUE); THENCE SOUTHWESTERLY IN A STRAIGHT LINE THAT MAKES A DEFLECTION TO THE RIGHT AT THE AFORESAID 52.89-FOOT POINT, OF 59 DEGREES 57 MINUTES FROM SAID 52.89-FOOT LINE, FOR A DISTANCE OF 49.22 FEET TO A RAILROAD SPIKE SET; THENCE SOUTH-SOUTHWESTERLY IN A STRAIGHT LINE THAT DEFLECT 36 DEGREES 18 MINUTES TO THE LEFT FROM THE 49.22 FOOT LINE, FOR A DISTANCE OF 62.0 FEET TO THE SOUTH LINE OF LOT 6, SAID POINT IS 90 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF LOT 8, MEASURED ALONG LOTS 8, 7 AND PART OF LOT 6; THENCE NORTH 44 DEGREES 34 MINUTES EAST, A DISTANCE OF 197.0 FEET, MEASURED, ALONG THE SOUTH LINE OF SAID LOTS 6, 5, 4, 3, 2 AND PART OF LOT 1, TO THE EAST LINE OF SAID LOT 1; THENCE NORTH ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 62.7 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE WEST ON THE NORTH LINE OF SAID LOTS 1, 2 AND PART OF 3, A DISTANCE OF 116.10 FEET TO THE EAST LINE OF THE WEST 25 FEET OF SAID LOT 3; THENCE SOUTH ON THE EAST LINE OF THE WEST 25 FEET OF SAID LOT 3, A DISTANCE OF 52.89 FEET TO THE POINT OF BEGINNING, ALL IN BLOCK 15, THE GREAT GARY REALTY'SCO.'S FIRST ADDITION TO THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 11 PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 2: LOTS 3 TO 8, BOTH INCLUSIVE IN BLOCK 3, NEW BRUNSWICK ADDITION TO GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 14 PAGE 16, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 3: LOT 9, 32 TO 35, BOTH INCLUSIVE AND THE VACATED 20 FOOT ALLEY LYING BETWEEN SAID LOTS AND THE WEST 1/2 OF VACATED MARTIN LUTHER KING DRIVE LYING ADJACENT TO LOTS 32 TO 35, BOTH INCLUSIVE ON THE EAST AS EVIDENCED IN ORDINANCE NO. 7342 RECORDED JULY 10, 2002 AS DOCUMENT NO. 2002 061396 IN BLOCK 15, GREAT GARY REALTY COMPANY'S FIRST ADDITION TO GARY AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 11 PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 4: A PARCEL IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 27; THENCE WEST ALONG THE NORTH LINE OF SECTION 27, A DISTANCE OF 81.85 FEET TO THE INTERSECTION OF THE NORTHWEST RIGHT-OF-WAY LINE OF THE PENN CENTRAL RAILROAD; THENCE SOUTHWESTERLY ON SAID RIGHT-OF-WAY LINE, HAVING AN ANGLE OF 199 DEGREES 03 MINUTES FROM SAID NORTH SECTION LINE FOR A DISTANCE OF 236.0 FEET TO THE POINT OF BEGINNING SAID POINT BEING ON THE EAST LINE OF MARTIN LUTHER KING DRIVE, 86.1 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 27; THENCE CONTINUING SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE 349.35 FEET TO THE EAST LINE OF LOUISIANA STREET; THENCE SOUTHERLY ALONG SAID EAST LINE, HAVING AN ANGLE OF 109 DEGREES 21 MINUTES FROM SAID NORTHWEST RIGHT-OF-WAY LINE OF PENN CENTRAL RAILROAD, 104.9 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF PENN CENTRAL RAILROAD; THENCE NORTHEASTERLY ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE, 348.66 FEET TO THE EAST LINE OF MARTIN LUTHER KING DRIVE; THENCE NORTH ALONG SAID EAST LINE, 104.9 FEET TO THE POINT OF BEGINNING.

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STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE ) SITTING IN EAST CHICAGO, INDIANA

IMPERIAL KR, INC., **Filed in Open Court**  
**January 16, 2024**  
Plaintiff  
CLERK LAKE SUPERIOR COURT

vs. ) CAUSE NO. 45D02-2309-PL-000667

NASAR MANAGEMENT GROUP,  
its shareholders, successor, and/or  
assigns,  
Defendant.

GINA PIMENTEL  
RECORDER  
STATE OF INDIANA  
LAKE COUNTY  
RECORDED AS PRESENTED  
**2024-002441**  
10:41 AM 2024 Jan 24

DECREE

Comes now the Plaintiff, by counsel, upon Plaintiff's Complaint to Quiet Title. The Defendants having failed to appear in person or by counsel, and having been served and time has expired. Plaintiff is entitled to judgment. Plaintiff moves for Default Judgment. Cause Submitted. Evidence Heard.

The Court finds that Plaintiff has filed an Affidavit of Name Search on the Defendant and finds no business entity with said name.

Plaintiff further filed an Affidavit by President, along with copies of the alleged Quitclaim Deeds that the signature is not only not that of the President, but his name was spelled and written incorrectly and that Plaintiff, at no time, executed the alleged deeds.

The Court being duly advised now finds for Plaintiff and against Defendant, Nasar Management Group and finds that the facts stated in the Complaint are true and that the title to the real estate described in Plaintiff's Complaint should be quieted in the name of Plaintiff.

IT IS THEEFORE ORDERED, ADJUDGED AND DECREED that the title to the following described real estate located in Lake County, Indiana, to wit:

MAIL TAX BILLS TO:  
940 CHESWICK DR  
CURNEE IL 60031

**FILED**

JAN 24 2024

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

25-  
4118  
RM

ALL OF LOTS 1 AND 2 AND THE WEST 1/2 OF THE VACATED MARTIN LUTHER KING DRIVE LYING ADJACENT TO SAID LOT 2 ON THE EAST AND THAT PART OF THE NORTH 1/2 OF THE VACATED ALLEY 36-A SOUTH LYING ADJACENT TO SAID LOTS 1 AND 2 ON THE SOUTH AS EVIDENCED BY ORDINANCE 7342 RECORDED JULY 10, 2002 AS DOCUMENT NO. 2002 61396, AND PART OF LOTS 3, 4, 5 AND 6 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 25 FEET OF LOT 3 (SOUTH LINE OF 60-FOOT WIDE 37TH AVENUE); THENCE SOUTHWESTERLY IN A STRAIGHT LINE THAT MAKES A DEFLECTION TO THE RIGHT AT THE AFORESAID 52.89-FOOT POINT, OF 59 DEGREES 57 MINUTES FROM SAID 52.89-FOOT LINE, FOR A DISTANCE OF 49.22 FEET TO A RAILROAD SPIKE SET; THENCE SOUTH-SOUTHWESTERLY IN A STRAIGHT LINE THAT DEFLECT 36 DEGREES 18 MINUTES TO THE LEFT FROM THE 49.22 FOOT LINE, FOR A DISTANCE OF 62.0 FEET TO THE SOUTH LINE OF LOT 6, SAID POINT IS 90 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF LOT 8, MEASURED ALONG LOTS 8, 7 AND PART OF LOT 6; THENCE NORTH 44 DEGREES 34 MINUTES EAST A DISTANCE OF 197.0 FEET, MEASURED, ALONG THE SOUTH LINE OF SAID LOTS 6, 5, 4, 3, 2 AND PART OF LOT 1, TO THE EAST LINE OF SAID LOT 1; THENCE NORTH ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 62.7 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE WEST ON THE NORTH LINE OF SAID LOTS 1, 2 AND PART OF 3, A DISTANCE OF 116.10 FEET TO THE EAST LINE OF THE WEST 25 FEET OF SAID LOT 3; THENCE SOUTH ON THE EAST LINE OF THE WEST 25 FEET OF SAID LOT 3, A DISTANCE OF 52.89 FEET TO THE POINT OF BEGINNING, ALL IN BLOCK 15, THE GREAT GARY REALTY'S CO'S FIRST ADDITION TO THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 11 PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO

LOT 9, 32 TO 35, BOTH INCLUSIVE AND THE VACATED 20 FOOT ALLEY LYING BETWEEN SAID LOTS AND THE WEST 1/2 OF VACATED MARTIN LUTHER KING DRIVE LYING ADJACENT TO LOTS 32 TO 35, BOTH INCLUSIVE ON THE EAST AS EVIDENCED IN ORDINANCE NO. 7342 RECORDED JULY 10, 2002 AS DOCUMENT NO. 2002 061396 IN BLOCK 15, GREAT GARY REALTY COMPANY'S FIRST ADDITION TO GARY AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 11 PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO

A PARCEL IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 27; THENCE WEST ALONG THE NORTH LINE OF SECTION 27, A DISTANCE OF 81.85 FEET TO THE INTERSECTION OF THE NORTHWEST RIGHT-OF-WAY LINE OF THE PENN CENTRAL RAILROAD; THENCE SOUTHWESTERLY ON SAID RIGHT-OF-WAY LINE, HAVING AN ANGLE OF 199 DEGREES 03 MINUTES FROM SAID NORTH SECTION LINE FOR A DISTANCE OF 236.0 FEET TO THE POINT OF BEGINNING SAID POINT BEING ON THE EAST LINE OF MARTIN LUTHER KING DRIVE, 86.1 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 27; THENCE CONTINUING SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE 349.35 FEET TO THE EAST LINE OF LOUISIANA STREET; THENCE SOUTHERLY ALONG SAID EAST LINE, HAVING AN ANGLE OF 109 DEGREES 21 MINUTES FROM SAID NORTHWEST RIGHT-OF-WAY LINE OF PENN CENTRAL RAILROAD, 104.9 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF PENN CENTRAL RAILROAD; THENCE NORTHEASTERLY ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE, 348.66 FEET TO THE EAST LINE OF MARTIN LUTHER KING DRIVE; THENCE NORTH ALONG SAID EAST LINE, 104.9 FEET TO THE POINT OF BEGINNING.

Commonly known as 1437 E. Ridge Road, Gary, IN 46409

Parcel No. 45-08-27-228-003.000-004

**PARCEL B:**

LOTS 3 TO 8, BOTH INCLUSIVE IN BLOCK 3, NEW BRUNSWICK ADDITION TO GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 16, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as 4815 W. 5<sup>th</sup> Avenue, Gary, IN 46406

Parcel No. 45-07-01-431-005.000-004

be and the same is hereby quieted in favor of Plaintiff and against the Defendant, Nasar Management Group, its shareholders, successor, and/or assigns.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Quitclaim Deed recorded May 16, 2022, as Document No. 2022-015638 is hereby set aside due to the fact that said deed was not signed by the Plaintiff hereby and further that the notary did not comply with I.C. 33-42-0.5-2 & 3 and I.C. 33-42-9-12.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Auditor of Lake County should remove the above-referenced transfer and place the property back into the name of Imperial KR, Inc.

ALL OF WHICH IS ORDERED THIS \_\_\_\_\_ DAY OF January 16, 2024, 20\_\_\_\_.



\_\_\_\_\_  
JUDGE, LAKE SUPERIOR COURT


**EXHIBIT B**

**MAP OF REAL ESTATE**



The **ELAM** Group

**LEGEND**

- MW  Monitoring Well
- - - Real Estate

**Notes:**

Reference point locations are given in Latitude and Longitude coordinates based on information provided "as is/without warranty" by Lake County, Indiana and the Sidwell Company at: <https://lakeinassessor.mygisonline.com>

The property boundary was adopted from a retracement survey conducted by Bledsoe Riggert Guerrettaz and certified 1/13/2011.

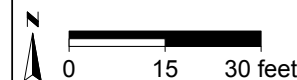
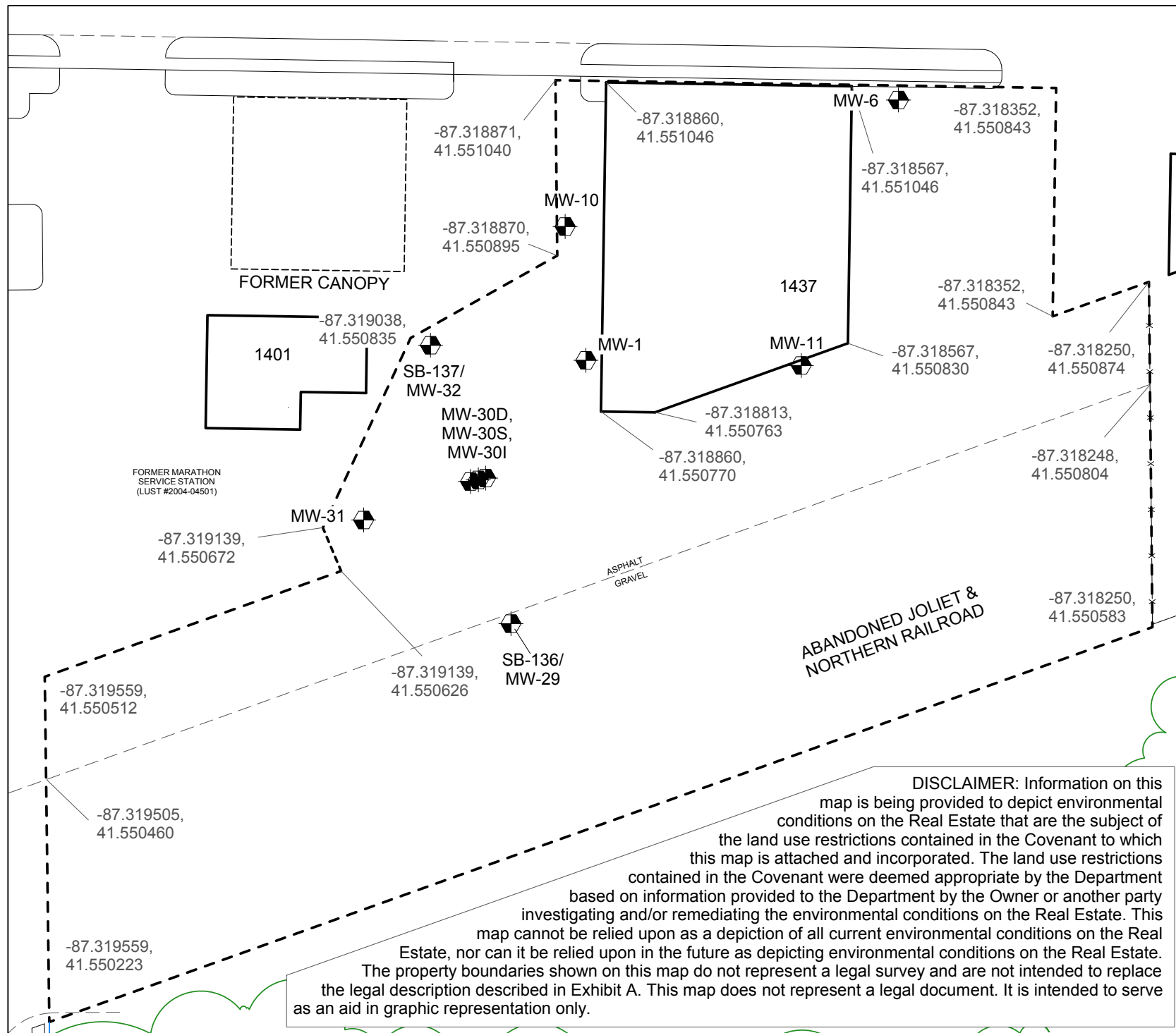


Exhibit B
Title: Site Plan
Scale: 1 in. = 30 ft.
Project No: INLG1437R
Report: ERC
d/b: The ELAM Group
6/26/2024



**DISCLAIMER:** Information on this map is being provided to depict environmental conditions on the Real Estate that are the subject of the land use restrictions contained in the Covenant to which this map is attached and incorporated. The land use restrictions contained in the Covenant were deemed appropriate by the Department based on information provided to the Department by the Owner or another party investigating and/or remediating the environmental conditions on the Real Estate. This map cannot be relied upon as a depiction of all current environmental conditions on the Real Estate, nor can it be relied upon in the future as depicting environmental conditions on the Real Estate. The property boundaries shown on this map do not represent a legal survey and are not intended to replace the legal description described in Exhibit A. This map does not represent a legal document. It is intended to serve as an aid in graphic representation only.