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APPENDIX A
COPY OF RECORDED ERC

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American Environmental Corp.

Richard P. Jones 12P
CLARK COUNTY RECORDER
Filed for Record as Presented
I 201324490 Page 1 of 12
C2 Date 12/02/2013 Time 13:30:06

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 2 day of December, 2013, by Kooshtard Property VI, LLC and Coutar Remainder VI, LLC c/o US Realty Advisors, LLC, 1370 Avenue of the Americas, New York, NY 10019.

WHEREAS: Owner is the fee owner of certain real estate in the County of Clark, Indiana, which is located at 414 Highway 160W, Henryville, Indiana and more particularly described in the attached Exhibit "A" ("Real Estate"), which is hereby incorporated and made a part hereof. This Real Estate was acquired by deed on June 19, 2001, and recorded on August 20, 2001, as Deed Record 2001-18413, in the Office of the Recorder of Clark County, Indiana. The Real Estate consists of approximately 1.97 acres and has also been identified by the county as parcel identification number 10-06-26-900-006.000-027.

WHEREAS: Corrective action was implemented in accordance with IC 13-23 and other applicable Indiana law as a result of a release of petroleum relating to the Mac's #130. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is 200708288, and the relevant facility identification number is 10589.

WHEREAS: Certain contaminants of concern ("COCs") remain in the groundwater and soil of the Real Estate following completion of corrective action. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the land use restrictions contained herein are implemented to protect human health and the environment. The COC is benzene in soil and 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/).

NOW THEREFORE, Kooshtard Property VI, LLC and Coutar Remainder VI, LLC subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

I. RESTRICTIONS

1. Restrictions. The Owner:

- (a) Shall not use or allow the use or extraction of groundwater at the Real Estate for any purpose, including, but not limited to: human or animal consumption,

gardening, industrial processes, or agriculture, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.

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 December 2, 2013, RECORDED IN THE OFFICE OF THE RECORDER OF CLARK COUNTY ON December 2, 2013, INSTRUMENT NUMBER (or other identifying reference) 201324490 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 Clark County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
12. Conflict of and Compliance with Laws. If any provision of this Covenant is also

the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner of its obligation to comply with any other applicable laws.

13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, RISC guidelines, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.
14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:

Kooshtard Property VI, LLC and Coufar Remainder VI, LLC
c/o US Realty Advisors, LLC
1370 Avenue of the Americas
New York, NY 10019

To Department:

IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, Leaking Underground Storage Tank Program

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.

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

⑤ Encl

When recorded return to:
Kenneth S. Filton, Esq.
Proskauer Rose LLP
1585 Broadway
New York, NY 10036-8299

This instrument prepared by:
Mark R. Nethers, Esq.
Kutak Rock LLP
Suite 300
8601 North Scottsdale Road
Scottsdale, AZ 85253-2742

Send Tax Statements to:
Franchise Finance Corporation of America
Attn: Servicing Department/Tax Statements
17207 North Perimeter Drive
Scottsdale, AZ 85255

Shirley Relet
CLARK COUNTY RECORDER
Clark County Recorder
I 205110413 Page 1 of 2
C2 Date 08/28/2001 Time 15:22:55

SPECIAL WARRANTY DEED
(Remainder Interest, Reserving Estate for Years and Improvements)

THIS INDENTURE WITNESSETH that JOHNSON OIL COMPANY, INC., an Indiana corporation ("Grantor"), whose address is 3855 Jonesville Road, Columbus, Indiana 47201, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby CONVEY to COUJAR REMAINDER VI, LLC, a Delaware limited liability company ("Grantee"), whose address is c/o U.S. Realty Advisors, LLC, 1370 Avenue of the Americas, New York, New York 10019, in fee, all that certain parcel or parcels of land, more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, together with all of Grantor's right, title and interest, if any, in and to all streets and roads abutting the said parcel or parcels (the "Premises"); EXCEPTING, HOWEVER, that the conveyance made herein is subject to the Permitted Exceptions set forth in Exhibit B attached hereto and made a part hereof for all purposes, and does not include and is subject to the interests described in (i) and (ii) below:

(i) an estate for years in the Premises commencing on the date hereof, through and including midnight on July 31, 2021, which is conveyed by Grantor to Kooshard Property VI, LLC, a Delaware limited liability company ("Estate for Years Owner"), by separate deed of even date herewith; and

(ii) all buildings, structures, fixtures and improvements now located on the Premises, whether below or above grade level (all such buildings, structures, fixtures and improvements being collectively referred to as the "Improvements"), which are intended to be and remain real property and are conveyed to Estate for Years Owner by the deed described in paragraph (i) above.

The Premises, excepting the interests described in (i) and (ii) above, conveyed hereby, are hereinafter called the "Remainder Interest."

Grantee, by its acceptance of this deed, for itself and its successors in title to the Remainder Interest, agrees to the foregoing exception and reservation and acknowledges that it is

01-040711-01
FFCA No. 8031-2673
L51 No. 130
Henryville, IN (Remainder)

acquiring a remainder interest in the Premises and further acknowledges that it is acquiring no right, title or interest whatsoever in the Improvements.

Grantor hereby binds itself to warrant and forever defend the right and title to the Remainder Interest unto Grantee, its successors and assigns, against the claims of all persons lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, and subject to the Permitted Exceptions.

TO HAVE AND TO HOLD said Remainder Interest and all privileges and appurtenances, including, without limitation, all easements, thereto belonging unto Grantee and its successors and assigns forever.

The undersigned person executing this deed on behalf of Grantor represents and certifies that he or she is a duly elected officer of Grantor and has been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

The designation "Grantee" as used herein shall include said party, its heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

Grantor certifies under oath that no Indiana Gross Income Tax is due or payable with respect to the transfer made by this deed.

[Remainder of page intentionally left blank]

EXHIBIT A

BEING A PART OF SURVEY #269 OF THE ILLINOIS GRANT IN MONROE TOWNSHIP, CLARK COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF SAID SURVEY #269 AND RUNNING THENCE NORTH 44 DEG. 49' EAST, ALONG THE LINE DIVIDING SURVEYS #254 AND #269, 1032 FEET TO A STEEL ROD; THENCE NORTH 73 DEG. 58' WEST, 71.6 FEET TO A STEEL ROD; THENCE NORTH 11 DEG. 05' WEST, 447 FEET TO A STONE; THENCE NORTH 36 DEG. 50' WEST, 248 FEET TO A STEEL POST IN THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 65; THENCE NORTH 45 DEG. 23' EAST, 169 FEET TO A STEEL POST; THENCE SOUTH 86 DEG. 25' EAST, 114 FEET TO A STEEL POST AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 86 DEG. 56' EAST, 147 FEET TO A STEEL PIPE AT THE END OF THE LIMITED ACCESS AREA ON INDIANA STATE HIGHWAY NUMBER 160; THENCE NORTH 30 DEG. 54' EAST 150 FEET TO A STEEL PIPE, THENCE SOUTH 9 DEG. 06' EAST 250 FEET TO A STEEL PIPE; THENCE PARALLEL TO STATE HIGHWAY 160, SOUTH 83 DEG. 54' WEST, 300 FEET TO AN IRON PIPE; THENCE NORTH 8 DEG. 16' WEST, 265.4 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1.97 ACRES, MORE OR LESS.

TOGETHER WITH AN EXCLUSIVE EASEMENT OVER AND ACROSS THE FOLLOWING DESCRIBED PART OF LESSOR'S LAND ADJOINING THE PREMISES FOR THE PURPOSE OF ERECTING AND MAINTAINING AN INTERSTATE IDENTIFICATION SIGN.

A PART OF SURVEY NUMBER 269 OF THE ILLINOIS GRANT, IN MONROE TOWNSHIP, CLARK COUNTY, STATE OF INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID SURVEY NUMBER 269 AND RUNNING THENCE NORTH 44 DEG. AND 49 MINUTES EAST WITH THE LINE DIVIDING SURVEY NO.'S 254 AND 269 OF SAID ILLINOIS GRANT 1032 FEET TO A STEEL ROD; THENCE NORTH 73 DEG. AND 58 MINUTES WEST 71.6 FEET TO A STEEL ROD; THENCE NORTH 11 DEGREES AND 05 MINUTES WEST 447 FEET TO A STONE; THENCE NORTH 36 DEGREES AND 50 MINUTES WEST 190.9 FEET TO A STEEL PIPE AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 36 DEGREES AND 50 MINUTES WEST 57.2 FEET TO A STEEL POST IN THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 65; THENCE NORTH 45 DEGREES AND 23 MINUTES EAST 169 FEET TO A STEEL POST; THENCE SOUTH 86 DEGREES AND 25 MINUTES EAST 114 FEET TO A STEEL POST; THENCE NORTH 86 DEG. AND 56 MINUTES EAST 147 FEET TO A STEEL PIPE AT THE END OF THE LIMITED ACCESS AREA ON INDIANA STATE HIGHWAY NUMBER 160; THENCE NORTH 30 DEGREES AND 54 MINUTES EAST 150 FEET TO A STEEL PIPE; THENCE SOUTH 9 DEGREES AND 06 MINUTES EAST 135 FEET TO A STEEL PIPE; THENCE SOUTH 83 DEGREES AND 54 MINUTES WEST 150 FEET TO A STEEL PIPE; THENCE NORTH 9 DEGREES AND 06 MINUTES WEST 125 FEET TO A STEEL PIPE; THENCE SOUTH 86 DEGREES AND 56 MINUTES WEST 147 FEET TO A STEEL PIPE; THENCE SOUTH 86 DEGREES AND 25 MINUTES WEST 111 FEET TO A STEEL PIPE; THENCE SOUTH 45 DEGREES AND 23 MINUTES WEST 155.5 FEET TO A STEEL PIPE; THENCE SOUTH 36 DEGREES AND 50 MINUTES EAST 25.4 FEET TO A STEEL PIPE; THENCE NORTH 78 DEGREES AND 30 MINUTES EAST 77.8 FEET TO A STEEL PIPE; THENCE SOUTH 11 DEGREES AND 30 MINUTES EAST 25 FEET TO A STEEL PIPE; THENCE SOUTH 78 DEGREES AND 03 MINUTES WEST 78.4 FEET TO A TRUE POINT OF BEGINNING, CONTAINING 5/10 OF AN ACRE, MORE OR LESS.

EXHIBIT B

Permitted Exceptions.

All those recorded easements, restrictions, liens and encumbrances set forth as exceptions in the title insurance policy issued to Grantee by Lawyers Title Insurance Corporation in connection with the conveyance hereby.