

1. Roxann 4497

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 6th day of September, 2018, by Dhillon's Investment, LLC c/o Ranjit S. Dhillon of 11817 Pebble Pointe Pass Carmel, IN 46033 (Owner).

WHEREAS: Owner is the fee owner of certain real estate in the County of Putnam, Indiana, which is located at 1032 North Main Street Cloverdale, Indiana 46120 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 September 1, 2016, and recorded on September 12, 2016, as Deed Record 2016004355, in the Office of the Recorder of Putnam County, Indiana. The Real Estate consists of approximately 12.38 acres and has also been identified by the county as parcel identification number 67-12-25-700-024.001-018.

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 Cloverdale Truck Plaza, Inc.. The incident numbers assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the releases are 200507508, 201305508, and 201305511 and the relevant facility identification number is 4497.

WHEREAS: Certain contaminants of concern ("COCs") remain in the groundwater of the Real Estate following completion of corrective action. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the land use restrictions contained herein are implemented to protect human health and the environment. These COCs are benzene, methyl tertiary butyl ether, 1-methyl naphthalene, 2-methyl naphthalene, naphthalene, 1,2,4 trimethylbenzene, 1,3,5 trimethylbenzene.

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, Dhillon's Investment, LLC subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

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Tracy L Bridges
Putnam County Recorder IN
Recorded as Presented



I. RESTRICTIONS

1. Restrictions. The Owner:

- (a) Shall not use or allow the use or extraction of groundwater at the Real Estate for any purpose, including, but not limited to: human or animal consumption, gardening, industrial processes, or agriculture, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.
- (b) Prior to the change in use of the site or construction of new structures to be occupied by persons at the Real Estate, the current Owner of the Real Estate shall confirm there is no unacceptable exposure risk due to vapor migration in accordance with then-applicable agency guidance, regulation, or law. This may include conducting groundwater, soil, and/or soil-gas sampling for the VOCs or SVOCs of concern. 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 currently 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 sampling to demonstrate the effectiveness of the approved remedy.

II. GENERAL PROVISIONS

- 2. Restrictions to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon, and inure to the benefit of the Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control (hereinafter "Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in or right to occupancy in all or any part of the Real Estate by any person shall affect the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.
- 3. Binding upon Future Owners. By taking title to an interest in or occupancy of the Real Estate, any subsequent Owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
- 4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of monitoring compliance with this Covenant and ensuring its protectiveness; this right includes the right to take samples and inspect records.
- 5. Written Notice of the Presence of Contamination. Owner agrees to include in any

instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances), the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED SEPTEMBER 6, 2018, RECORDED IN THE OFFICE OF THE RECORDER OF PUTNAM COUNTY ON September 7, 2018, INSTRUMENT NUMBER (or other identifying reference) 2018004291 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 Putnam 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, guidance, 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:

Dhillon's Investment LLC
c/o Ranjit S. Dhillon
11817 Pebble Pointe Pass Carmel, IN 46033

To Department:

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

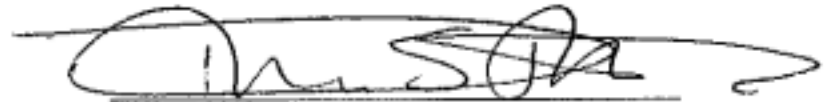
An Owner may change its address or the individual to whose attention a notice is to be sent by giving written notice via certified mail.

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.

IN WITNESS WHEREOF, Dhillon's Investment LLC, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on the date set forth above.

Dhillon's Investment LLC
Ranjit S. Dhillon



STATE OF Indiana
COUNTY OF Hamilton) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ranjit S. Dhillon, the Owner of Dhillon's Investment, LLC, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

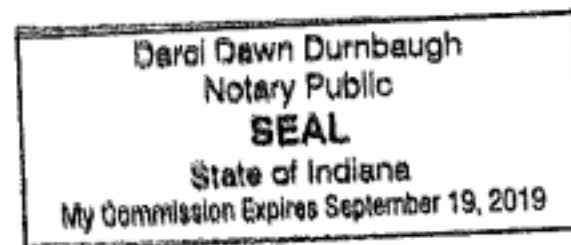
Witness my hand and Notarial Seal this 6th day of September, 2018.

Darci P. Durnbaugh
Darci P. Durnbaugh, Notary Public
Residing in Morgan County, IN

My Commission Expires:

9/19/2019

This instrument prepared by:
Wilcox Environmental Engineering
1552 Main Street, Suite 100
Speedway, Indiana 46224



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:
Scott D. Browne-Connors, LPG, RPG
Wilcox Environmental Engineering
1552 Main Street, Suite 100
Speedway, Indiana 46224

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

Exhibit A

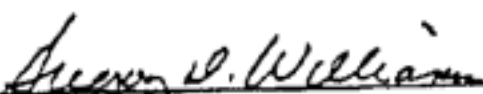
Situate in the State of Indiana, County of Putnam and being a part of the South half of Section 25, Township 13 North, Range 4 West of the Second Principal Meridian, more particularly described to-wit:

Commencing at a railroad spike marking the Southwest corner of the Northeast quarter of the Northwest quarter of Section 36, Township 13 North, Range 4 West; thence South 89 degrees 47 minutes East 585.20 feet with the centerline of a county road to a railroad spike on the East right-of-way line of the CSX Railroad; thence North 36 degrees 23 minutes 15 seconds West 1641.15 feet with said East right-of-way line to a concrete monument marking the Northwest corner of a 3.39 acre tract; thence East 580.00 feet to a concrete monument marking the Northeast corner of said 3.39 acre tract; thence South 60.00 feet to a 5/8 inch rebar marking the Southwest corner of a 60 foot ingress and egress easement; thence East 572.00 feet; thence North 80.00 feet to the Southwest corner of an 18.88 acre tract as described in Deed Record 213, page 254 in the office of the Recorder of Putnam County, Indiana; thence East 263.11 feet with the South line of said 18.88 acre tract to a 5/8 inch rebar and the true point of beginning of the real estate herein described; thence North 309.81 feet to a 5/8 inch rebar; thence North 09 degrees 43 minutes 40 seconds East 563.00 feet to a 5/8 inch rebar on the South right-of-way line of Interstate 70; thence with said South right-of-way line South 64 degrees 07 minutes 52 seconds East 117.77 feet to a 5/8 inch rebar; thence South 63 degrees 45 minutes 58 seconds East 189.81 feet to a steel post; thence South 72 degrees 29 minutes 55 seconds East 233.75 feet; thence South 60 degrees 50 minutes 33 seconds East 133.98 feet to a steel post; thence South 14 degrees 28 minutes 53 seconds East 301.50 feet to a 5/8 inch rebar; thence South 08 degrees 43 minutes 23 seconds East 249.70 feet to a 5/8 inch rebar; thence South 07 degrees 49 minutes 57 seconds West 55.63 feet to a 5/8 inch rebar marking the Southeast corner of the aforesaid 18.88 acre tract; thence leaving said South right-of-way line of Interstate 70 and with the South line of said 18.88 acre tract West 816.97 feet to the point of beginning, containing 12.50 acres, more or less.

ALSO, the right of ingress and egress on and over a strip of ground 70.0 feet in width when measured at right angles to and bounded on the North by the South line of the above described 12.50 acre tract.

Subject to all rights-of-way and pertinent easements of record.

Certified this 4th day of January, 2006


Gregory D. Williams, Reg. Land Surveyor #20100071
ASA Land Surveying



05-231(458)

Eric Hayman

Sheet 2 of 4

Exhibit A