

ENVIRONMENTAL RESTRICTIVE COVENANT

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 28th day of August, 2019, by Jasper Salvage, Inc., an Indiana corporation, with its office located at 610 South Clay Street, Jasper, Indiana 47546 (together with all successors and assignees, collectively ("Owner")).

WHEREAS: Owner is the fee owner of certain real estate in Dubois County, Indiana, which is located at 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 April 26, 1988, and recorded on May 6, 1988, as Deed Record No. 142077 in Book 204, page 96, and by deed on August 21, 1991, and recorded on August 28, 1991, as Deed Record No. 159317 in Book 215, page 47, each in the Office of the Recorder of Dubois County, Indiana. The Real Estate consists of approximately 5.59 acres and has also been identified by the county as parcel identification numbers 19-11-02-200-016.000-002 and 19-06-35-300-046.000-002. The Real Estate, to which this Covenant applies, is depicted on a map attached hereto as Exhibit B.

WHEREAS: Jasper Salvage, Inc. entered into Indiana's Voluntary Remediation Program ("VRP") to address releases of hazardous substances and/or petroleum ("contaminants of concern") relating to the Real Estate. The Indiana Department of Environmental Management ("IDEM" or the "Department") assigned the project number 6140402. A remediation work plan was prepared in accordance with IC 13-25-5, which was approved by the Department on August 8, 2017.

WHEREAS: IDEM approved the remediation work plan, which allows certain contaminants of concern to remain in the groundwater and soil, provided that certain land use restrictions are implemented to protect human health. The remaining contaminants of concern above residential screening levels are listed in Exhibit C, which is attached hereto and incorporated herein.

WHEREAS: The remediation work plan and completion report 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/) and searching for Agency Interest ID No. 103512.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Jasper Salvage, Inc. 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 and all successors and assigns:
 - (a) Shall not use or allow the use of the Real Estate for residential purposes, including, but not limited to, daily child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools) without the Department's prior approval.
 - (b) Shall not use or extract 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 without the Department's prior approval, except that groundwater may be extracted and used in conjunction with environmental investigation and/or remediation activities or extracted in conjunction with construction or building foundation dewatering.
 - (c) Shall not use the Real Estate for growing food crops for human or animal consumption or plants for commercial distribution without the Department's prior approval. This restriction shall not preclude planting and growing trees, shrubs, grasses, flowers, ornamental plants and other plants for landscaping the Real Estate.
 - (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.

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 DUBOIS 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 at the Real Estate 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 Dubois 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:
Jasper Salvage, Inc.
P.O. Box 826
Jasper, IN 47547
Attn: Gerald L. Hudson, Jr.

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Institutional Controls 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, Jasper Salvage, Inc., the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 28th day of August, 2019.

JASPER SALVAGE, INC.

By: Gerald L. Hudson Jr. / P.
Gerald L. Hudson, Jr., President

STATE OF INDIANA)
) SS:
COUNTY OF DUBOIS)

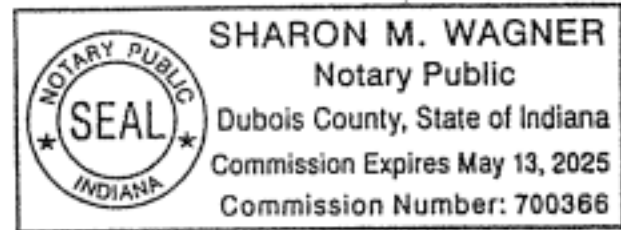
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gerald L. Hudson, Jr., the President of Jasper Salvage, Inc., the Owner, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 28 day of August, 2019.

Sharon M. Wagner
Sharon M. Wagner, Notary Public

Residing in DUBOIS County, IN

My Commission Expires:
May 13, 2025



This instrument prepared by: S. Andrew Bowman, Esq., Bingham Greenebaum Doll LLP, 10 West Market Street, Suite 2700, Indianapolis, IN 46204

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:

S. Andrew Bowman, Esq.
Bingham Greenebaum Doll LLP
10 West Market Street
Suite 2700
Indianapolis, IN 46204



EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

Attached certified copies of Warranty Deed dated April 26, 1988, recorded May 6, 1988, as Instrument No. 142077 in Deed Record Book 204, page 96 and Warranty Deed dated August 21, 1991, recorded August 28, 1991, as Instrument No. 159317 in Deed Record Book 215, page 47.

142077 WARRANTY DEED

This Indenture Witnesseth, That
BERTHA LYSTER, an unmarried widow,
 of **Dubois** County, and State of **Indiana**
 CONVEY AND WARRANT
 To **Jasper Salvage, Inc.**
 of **Dubois** County, in the 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 **Dubois** County, in the State of **Indiana**, to-wit:

A part of the Northwest Quarter of the Northwest Quarter of Section 2, Township 2 South, Range 5 West, Second Principal Meridian, more particularly described as follows:

Beginning 680 feet east of the northwest corner of the above described tract, thence south 600 feet to a ditch, thence East 420 feet to the westerly right of way line of the Southern Railroad Company, thence north along said right of way line 600 feet to the North line of the above described quarter section, thence west 450 feet to the place of beginning, containing 6.0 acres, more or less.

(Description furnished by Grantor.)



Received for Record May 6 1938 1:40 PM
 AMBROSE C. BUECHLEIN, Recorder, Dubois County
 Book 204 Page 96 Fee \$5.00

Duly entered for taxation this
 21st day of April 1938
Walter H. Haskel
 AUDITOR DUBOIS COUNTY

IN WITNESS WHEREOF, the said
 Bertha Lyster, an unmarried widow,
 has hereunto set her hand and seal this 26th day of April 1938.
 _____ (Seal) Bertha Lyster (Seal)
 _____ (Seal) Bertha Lyster (Seal)
 _____ (Seal) _____ (Seal)

STATE OF INDIANA, **Dubois** County, ss
 Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **BERTHA LYSTER**, an unmarried widow,

Who acknowledged the execution of the foregoing Deed to be her voluntary act and deed.
 WITNESS, my hand and Notarial Seal this 26th day of



10 1938.
Betty Solbert
 Betty Solbert Notary Public
 (Printed Name)
 Residing in Dubois Co., IN

This instrument prepared by
ROGER W. BROWN
 Attorney at Law

159317

WARRANTY DEED

Wife and surety, Theresa Bockelman

of Dubois

County, and State of Indiana
CONVEY AND WARRANT

To Jasper Salvage, Inc.,

of Dubois

County, in the State of Indiana

for the sum of

One Dollar (\$1.00) and other valuables,

the receipt of which is hereby acknowledged, the following described REAL ESTATE in Dubois County, in the State of Indiana, to-wit:

A triangular plot of ground consisting of about one (1) acre, more or less, in the southeast corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 1 South, Range 5 West, the said plot of ground being bounded on the east by the Southern Railway Company property and on the north by the County Road known as the Lower River Road, and on the south by the south line of said quarter-quarter section;

Said tax statements to: Jasper Salvage, Inc.
River Road
Jasper, Indiana 47546



Received for Record Aug 28 19 91 at 9:15 A M
AMBROSE C. BUECHLEIN, Recorder, Dubois County.
Book 215 Page 44 Fee 7.00

Duly entered by taxation this
28 day of August 19 91
Arthur C. Nordhoff Jr.
AUDITOR DUBOIS COUNTY
Fee \$ 2.00

IN WITNESS WHEREOF, The said Theresa Bockelman,

Has hereunto set her hand and seal, this 21 day of August 19 91

(Seal) Theresa Bockelman (Seal)
THERESA BOCKELMAN

(Seal) _____ (Seal)

(Seal) _____ (Seal)

STATE OF INDIANA, Dubois County, as
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Theresa Bockelman,

Who acknowledged the execution of the foregoing Deed to be her voluntary act and deed.
WITNESS, my hand and Notarial Seal this 21 day of

August 19 91
Julia A. Brown

(Printed Name) Notary Public

My commission expires June 8 19 92
This instrument prepared by
Arthur C. Nordhoff Jr.
Jasper, Indiana

EXHIBIT B

MAP OF THE REAL ESTATE AND RESTRICTION AREA

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EXHIBIT C

Contaminants of Concern Remaining at the Real Estate

The following contaminants of concern remain at the Real Estate above their respective Indiana Department of Environmental Management Remediation Closure Guide Residential Direct Contact Screening Levels (SLs) or Residential Tapwater SLs:

Arsenic
Benzo(a)pyrene
Lead
PCBs