

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 26th day of March, 2025, by Carney Oil & Tire, Inc., 106 Claudia Dr., Ladson, SC 29456 (together with all successors and assignees, collectively "Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of LaGrange, Indiana, which is located at 2000 W US 20, Lagrange, IN 46761 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 November 24, 2009, and recorded on November 25, 2009, as Deed Record 9110345, in the Office of the Recorder of LaGrange County, Indiana. The Real Estate consists of approximately 2.56 acres and has also been identified by the county as parcel identification number 44-06-26-100-001.000-004. The Real Estate, to which the restrictions in this Covenant apply, is depicted on a map attached hereto as Exhibit "B".

WHEREAS: Corrective action was implemented in accordance with IC 13-23 and/or other applicable Indiana law as a result of a release of petroleum relating to the Carney Oil & Tire 2000 W US 20, Lagrange, IN 46761. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is 199812509, and the relevant facility identification number is 3567.

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 and with any operation and maintenance requirements for engineered controls as required herein. The known COCs remaining are petroleum compounds related to gasoline and diesel.

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/). 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 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 the from current site potable well #145723 which is located on parcel 44-06-27-200-008.000-004 and not part of this restriction, and in conjunction with environmental investigation and/or remediation activities.

- (b) Shall not use the Real Estate for any agricultural use.
- (c) 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 with written evidence (including sampling data) showing the excavated and restored area, and any other area affected by the excavation, do 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.
- (d) 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, indoor air and/or soil-gas sampling for volatile organic compounds ("VOCs") or semi-volatile organic compounds ("SVOCs"), with an IDEM approved sampling plan. 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.

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 March 26 2025, RECORDED IN THE OFFICE OF THE RECORDER OF LaGrange COUNTY ON March 26, 2025, INSTRUMENT NUMBER (or other identifying reference) 8118667 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 approved by IDEM, Owner shall record such amendment, modification, or termination with the Office of the Recorder of LaGrange 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:
Carney Oil & Tire, Inc.
106 Claudia Dr
Ladson, SC 29456

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, Carney Oil & Tire, Inc. the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 26 day of March, 2025.

Lloyd T. Carney

STATE OF South Carolina
COUNTY OF Dorchester SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lloyd T. Carney the representative of the Owner, Carney Tire and Oil, Inc., who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 26 day of March, 2025.

Kim Providence

Kim Providence, Notary Public

Residing in South Carolina County, Dorchester

My Commission Expires:



This instrument prepared by:
Sean Hofherr – SES Environmental
3807 Transportation Drive
Fort Wayne, IN 46818

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:

Sean Hofherr – SES Environmental
3807 Transportation Drive
Fort Wayne, IN 46818

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

IMAGE/COPY PROPERTY OF LAGRANGE, IN FOR LICENSEE ONLY. NOT FOR REUSE IC 36-2-7-10

DULY ENTERED FOR TAXATION SUBJECT
TO FINAL ACCEPTANCE FOR TRANSFER:

NOV 25 2009

LAGRANGE COUNTY ALDERMAN



* 0 9 1 1 0 3 4 5 3 *

09110345

SHARON E. SHILTZ

LAGRANGE COUNTY RECORDER

RECORDED ON

11/25/2009 08:29:09AM

PAGES: 3

THIS FORM HAS BEEN PREPARED FOR USE IN THE STATE OF INDIANA BY LAWYERS ONLY. SELECTING A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTING SPECIAL CLAUSES MAY CONSTITUTE THE PRACTICE OF LAW, WHICH SHOULD BE PERFORMED ONLY BY A LAWYER.

Mail Tax Bills to 7280 S 200 E, Wolcottville, IN 46795

TRUSTEE'S DEED

That Lloyd T. Carney and Melody Renee Carney, as Trustees of the Carney Family Revocable Living Trust, created on the 6th day of June, 2003, hereby states as follows:

That Lloyd T. Carney and Melody Renee Carney are the duly appointed and acting trustees as stated in the trust document, which Lloyd T. Carney and Melody Renee Carney created on the 6th day of June, 2003.

That this trust is a continuing trust since that date and is actively being administered by Lloyd T. Carney and Melody Renee Carney.

That Lloyd T. Carney and Melody Renee Carney, as Trustees have the power to sell, transfer and convey real estate without petitioning any Court or seeking the approval of any Court as provided in said Trust agreement granting them all of the powers under the Indiana Code Section IC 30-4-3-3.

That the Revocable Living Trust of Lloyd T. Carney and Melody Renee Carney have not been amended since its execution; that the Trust is in full force and effect as of the date hereof; and that the real estate previously deeded to the trust has not been withdrawn as an asset of the Trust.

WHEREIN, Lloyd T. Carney and Melody Renee Carney, as acting Trustees hereby convey and warrant to Carney Oil & Tire, Inc., of LaGrange County, State of Indiana, for the sum of One Dollar (\$1.00) and other consideration, the receipt of which is hereby acknowledged, the following described real estate in LaGrange County, State of Indiana, to-wit:

See Attached Exhibit "A"

IMAGE/COPY PROPERTY OF LAGRANGE, IN. FOR LICENSEE ONLY. NOT FOR RESALE IC 3-2-7-10

IN WITNESS WHEREOF, the said Lloyd T. Carney and Melody Renee Carney, as Acting Trustees of the Carney Family Revocable Living Trust created by Lloyd T. Carney and Melody Renee Carney, as Grantors, has hereunto set their hand and seal this 24th day of November, 2009.

CARNEY FAMILY REVOCABLE LIVING TRUST

[Signature]
Lloyd T. Carney, Trustee

[Signature]
Melody Renee Carney, Trustee

STATE OF INDIANA)

) SS:

COUNTY OF LAGRANGE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lloyd T. Carney and Melody Renee Carney, as Trustees of the Carney Family Revocable Living Trust, and acknowledged the execution of said Trustee's Deed to be their voluntary act and deed for the uses and purposes therein.

WITNESS MY HAND AND SEAL this 24th day of November, 2009.

[Signature]
Notary Public
Resident of Lebanon Co., IN
Commission Expires: 6-3-16

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. Cheryl L. Weimer

This instrument prepared by Cheryl L. Weimer, Attorney-At-Law, 115 South Detroit Street, LaGrange, IN 46761.

Exhibit "A"

A part of the Northeast quarter of Section 27, Township 37 North, Range 9 East, Clay Township, and more fully described as follows:

Beginning at a point 69.0 feet West from the Northeast corner of said Section; thence West on and along the Section line 336.5 feet; thence Southerly on and along an existing fence line parallel with the East line of said Section 27 a distance of 343.4 feet to an iron pin; thence East 336.5 feet to an iron pin; thence Northerly 343.4 feet to the place of beginning; EXCEPT Commencing at the Northeast corner of said Northeast quarter; thence West (assumed bearing) 75.0 feet along the North line of said quarter section to the true point of beginning; thence South 0 degrees 15 minutes 30 seconds East 153.50 feet to an iron pin; thence West 283.8 feet to an iron pin; thence North 0 degrees 15 minutes 30 seconds West 153.50 feet to the North line of said Northeast Quarter; thence East 283.80 feet along the North line to the point of beginning and containing 1.00 acre, more or less. With rights of ingress or egress over and along a strip of land 10 feet in width adjacent to the east side of the above described one acre tract. Subject to a fifty foot highway easement off the North side thereof and all public highway right-of-way and easements of record.

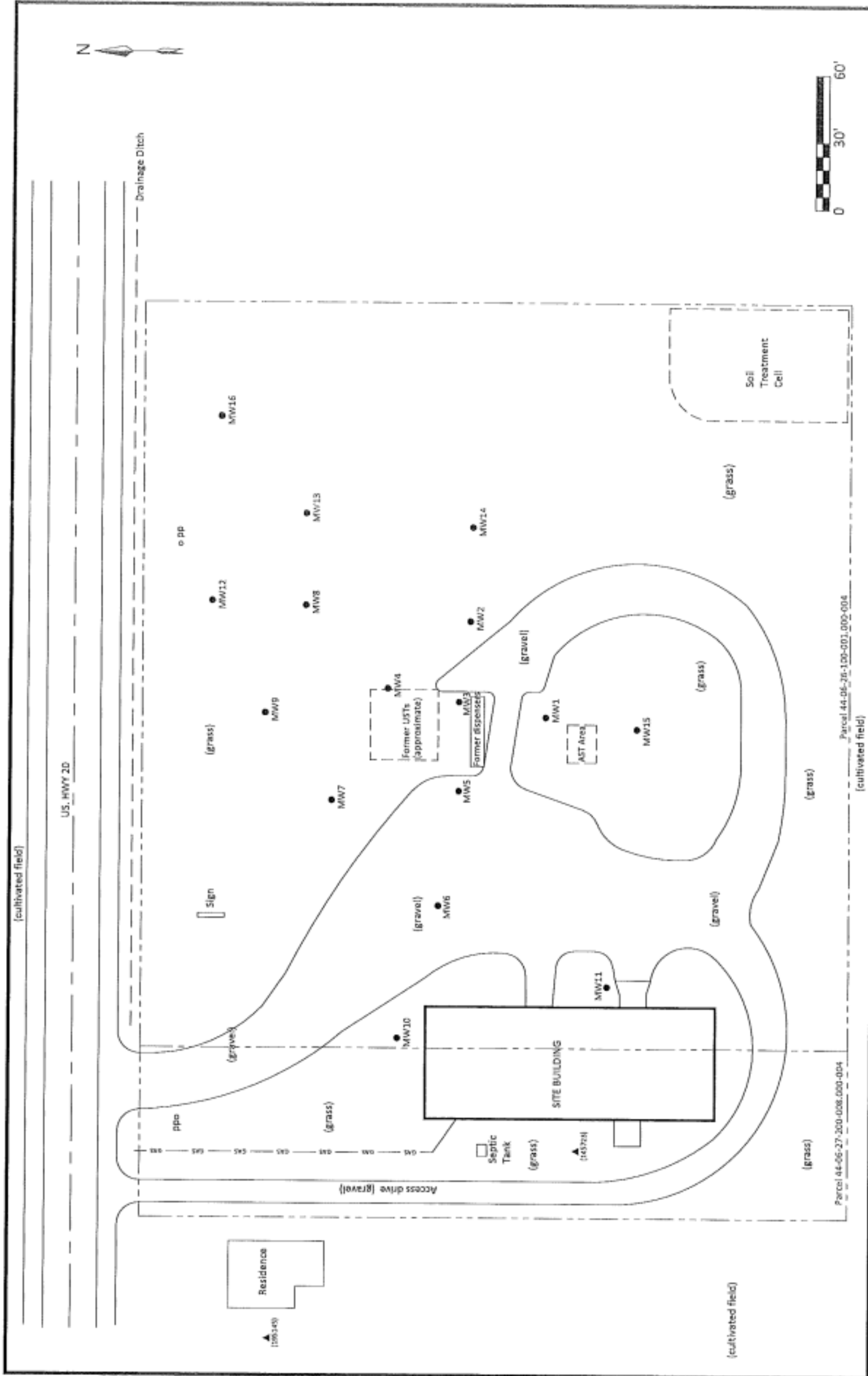
Also, Beginning at the Northwest corner of the West half ($\frac{1}{2}$) of the Northwest quarter ($\frac{1}{4}$) of Section Twenty-six (26), Township Thirty-seven (37) North, Range Nine (9) East, and running thence East three hundred thirty-seven (337) feet to the property line fence; thence South along the property line fence, three hundred forty-three and four tenths (343.4) feet; thence West four hundred six (406) feet; thence North three hundred forty-three and four tenths (343.4); thence East sixty-nine (69) feet to the place of beginning; containing 2.56 acres in Section 26 and .39 acre in Section 27, subject to all legal highways.

Subject to all easements, assessments, highways, restrictions and other limitations of record, or claims of easements not shown by the public records.

Subject to taxes accrued and to accrue.

EXHIBIT B

SITE MAP



| | | | | |
|-------|----------|---------------------------------|-----------------|--------------|
| TITLE | SITE MAP | | PROJECT 2014082 | |
| | LOCATION | | SCALE 1" = 60' | DATE 3/11/25 |
| | | Carney Oil Facility (FID# 3567) | | CHECKED sh |
| | | 2000 West US Hwy 20 | | FIGURE 2 |
| | | Lagrange, Indiana | | FILE 2014082 |

