

Not Duly Entered For Taxation
Subject To Final Acceptance
For Transfer
Dec 20 2022
Rick G Gardner
AUDITOR MADISON COUNTY

2022R020731
12/20/2022 10:26:26 AM
FEE: 25.00 PGS: 15
LINDA SMITH
MADISON COUNTY RECORDER, IN
RECORDED AS PRESENTED
THIS DOCUMENT WAS eRECORDED

ENVIRONMENTAL RESTRICTIVE COVENANT

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 16 day of December, 2022, by Revitalizing Auto Communities Environmental Response Trust ("RACER Trust") with an operating address of 1505 Woodward Avenue, Suite 200, Detroit, Michigan 48226 (collectively with all successors and assignees, "Owner").

WHEREAS: Owner is the fee owner of certain real estate in the City of Anderson in the County of Madison, Indiana, which is located at Tract B (South) - 2915 Doctor Martin Luther King Junior Boulevard ("MLK Boulevard") and more particularly described in the attached Exhibit "A" ("Real Estate"), which is hereby incorporated and made a part hereof. Owner acquired this Real Estate by deed on March 31, 2011, recorded in the Office of the Recorder of Madison County, Indiana on February 27, 2014, as Deed Record 2014R002488. The Real Estate consists of approximately 18.72 acres and has also been identified by the county as a portion of parcel identification number[s] 48-11-23-900-001.000-003, 48-11-23-300-069.000-003, and 48-11-23200-425.000-003. The Real Estate, to which the restrictions in this Covenant apply, along with an "Affected Area" to which additional restrictions apply, are depicted on maps attached hereto as Exhibits B.1, C.1, and C.1A.

WHEREAS: RCRA Corrective Action was conducted in accordance with IC 13-22 and other applicable Indiana law as a result of a release of hazardous waste and/or hazardous constituents relating to the former General Motors MLK Boulevard Facility (EPA ID No. IND 980 700 801).

WHEREAS: The RCRA Corrective Action activities conducted at the Real Estate, as approved by the Indiana Department of Environmental Management ("Department" or "IDEM"), provide that contaminants of concern ("COCs") will remain in the soil and groundwater of the Real Estate. The Department has determined that the COCs will not pose an unacceptable risk to human health or the environment at the remaining concentrations, provided that the land use restrictions contained herein are implemented. The known COCs remaining are listed in Exhibits D.1 and D.2, which are attached hereto and incorporated herein.

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, RACER Trust 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 child care 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

First American Title Accommodation
Recording Assumes No Liability

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- (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 require that all excavation work be performed in accordance with applicable federal and state laws and regulations including, but not limited to, 29 Code of Federal Regulations Part 1910 and the Occupational Safety and Health Act. In addition, the Owner shall provide written notice to the Department, in accordance with paragraph 14 below, at least fourteen (14) days before the start of soil disturbance activities within Affected Area A (as defined in Exhibits C.1 and C.1A). 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 a threat to human health or the environment.
- (e) Soil within Affected Area A (as defined in Exhibits C.1 and C.1A) exhibits impacts at and below 12 feet below ground surface. Owner shall restore soil disturbed within Affected Area A (as defined in Exhibits C.1 and C.1A) 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 Remediation Closure Guide ("RCG"). 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 or disposed must be managed in accordance with all applicable federal and state laws.
- (f) Shall not construct or allow occupancy of a workspace on the Real Estate unless a vapor mitigation system is installed, operated, and maintained within the workspace. IDEM may waive this restriction in writing if the Owner has provided data and analysis demonstrating to IDEM's satisfaction that there is no unacceptable risk to human health via the vapor intrusion exposure pathway.
- (g) Shall prohibit any activity at the Real Estate that may interfere with the groundwater monitoring or well network.

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 ("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 _____ 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 include: (a) 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 Madison 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. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, RCG 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:
RACER Trust

Attn: Robert Hare, Cleanup Manager
1505 Woodward Avenue, Suite 200
Detroit, MI 48226

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue, IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, Hazardous Waste Permit 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 U.S. 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.

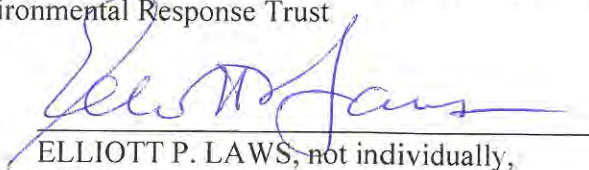
IN WITNESS WHEREOF, RACER Trust, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 16 day of December, 2022.

RACER TRUST:

**REVITALIZING AUTO COMMUNITIES
ENVIRONMENTAL RESPONSE TRUST**, a trust
formed under the laws of the State of New York

By: EPLET, LLC, acting solely in its capacity as
Administrative Trustee of Revitalizing Auto Communities
Environmental Response Trust

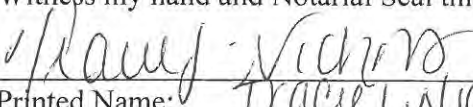
By:


ELLIOTT P. LAWS, not individually,
but acting solely in his capacity
as Managing Member

CITY/COUNTY OF Wayne)
DISTRICT/STATE OF Michigan) SS.

Before me, a Notary Public in and for said City/County and District/State, personally appeared Elliott P. Laws, not individually, but acting solely in his capacity as Managing Member of EPLET, LLC, a Delaware limited liability company, acting solely in its capacity as Administrative Trustee of Revitalizing Auto Communities Environmental Response Trust, a trust organized and existing under the laws of the State of New York, and acknowledged the execution of the foregoing Environmental Restrictive Covenant for and on behalf of said company and trust, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 16 day of December, 2022


Printed Name: Tracie L. Nichols

Residing in the City/County of Wayne, District/State of Michigan
My commission expires: 3/19/2023

TRACIE L. NICHOLS
Notary Public, State of Michigan
County of Wayne
My Commission Expires 03-19-2023
Acting in the County of _____

This instrument prepared by:
Robert Catallo, B. Sc.
GHD
261 Martindale Road, Unit 3
St. Catharines, Ontario
Canada, L2W 1A2

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:

Robert Hare
RACER Trust Cleanup Manager
1505 Woodward Avenue, Suite 200
Detroit, MI 48226

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

TRACT "B" (SOUTH) AREA:

A PART OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, CITY OF ANDERSON, COUNTY OF MADISON, STATE OF INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, N89°01'03"E A DISTANCE OF 32.00 FEET TO A P.K. NAIL; THENCE CONTINUING ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, N89°01'03"E A DISTANCE OF 402.01 FEET; THENCE S20°01'03"W, A DISTANCE OF 32.13 FEET; THENCE N89°01'03"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF 25TH STREET, A DISTANCE OF 291.77 FEET; THENCE S20°01'03"W, A DISTANCE OF 10.71 FEET; THENCE N89°01'03"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF 25TH STREET, A DISTANCE OF 355.52 FEET; THENCE S18°51'45"W, A DISTANCE OF 140.61 FEET TO A POINT ON THE NORTHERLY CURVED RIGHT-OF-WAY OF DR. MARTIN LUTHER KING BOULEVARD, CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 633.20 FEET, AN ARC DISTANCE OF 298.51 FEET, AND CHORD BEARING OF S32°54'39"W AND CHORD DISTANCE OF 295.75 FEET TO A POINT OF TANGENCY; THENCE S19°28'23"W, ALONG THE WESTERLY RIGHT-OF-WAY OF DR. MARTIN LUTHER KING BOULEVARD, A DISTANCE OF 389.51 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 4963.91 FEET, AN ARC DISTANCE OF 142.78 FEET, AND CHORD BEARING OF S18°51'45"W AND CHORD DISTANCE OF 142.78 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE S15°28'58"W, A DISTANCE OF 143.84 FEET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S16°06'11"W, A DISTANCE OF 212.42 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE S18°46'45"W, A DISTANCE OF 853.21 FEET A POINT ON THE NORTHERLY CURVED RIGHT-OF-WAY OF DR. MARTIN LUTHER KING BOULEVARD, CONCAVE SOUTHWESTERLY, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED; THENCE N88°31'12"W, A DISTANCE OF 113.83 FEET; THENCE S54°52'58"W, A DISTANCE OF 30.25 FEET; THENCE S10°08'02"W, A DISTANCE OF 171.49 FEET; THENCE S31°15'03"W, A DISTANCE OF 81.41 FEET; THENCE S35°31'25"W, A DISTANCE OF 246.70 FEET; THENCE N63°04'10"W, A DISTANCE OF 1,130.61 FEET TO A POINT ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE CSX (F/K/A CONRAIL) RAILROAD; THENCE ALONG SAID RIGHT-OF-WAY S28°26'05"W, A DISTANCE OF 175.31 FEET; THENCE ALONG THE CURVED RIGHT-OF-WAY OF SAID RAILROAD, CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 11419.19 FEET, AN ARC DISTANCE OF 588.61 FEET, AND CHORD BEARING OF S26°57'27"W AND CHORD DISTANCE OF 588.54 FEET; THENCE S82°02'10"W, A DISTANCE OF 11.17 FEET; THENCE ALONG THE CURVED RIGHT-OF-WAY OF SAID RAILROAD, CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 11429.19 FEET, AN ARC DISTANCE OF 793.25 FEET, AND CHORD BEARING OF S23°28'03"W AND CHORD

DISTANCE OF 793.09 FEET; THENCE S68°31'15"E, A DISTANCE OF 20.00 FEET; THENCE ALONG A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 1935.08 FEET, AN ARC DISTANCE OF 1,634.69 FEET, AND CHORD BEARING OF N61°39'06"E AND CHORD DISTANCE OF 1,586.51 FEET; THENCE N89°02'10"E, A DISTANCE OF 256.82 FEET; THENCE N43°05'53"E, A DISTANCE OF 63.10 FEET; THENCE S89°02'10"W, A DISTANCE OF 19.73 FEET; THENCE ALONG A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 1390.19 FEET, AN ARC DISTANCE OF 82.54 FEET, AND CHORD BEARING OF N43°47'02"E AND CHORD DISTANCE OF 82.53 FEET; THENCE ALONG A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 1763.45 FEET, AN ARC DISTANCE OF 571.62 FEET, AND CHORD BEARING OF N30°16'25"E AND CHORD DISTANCE OF 569.12 FEET TO THE POINT OF BEGINNING.

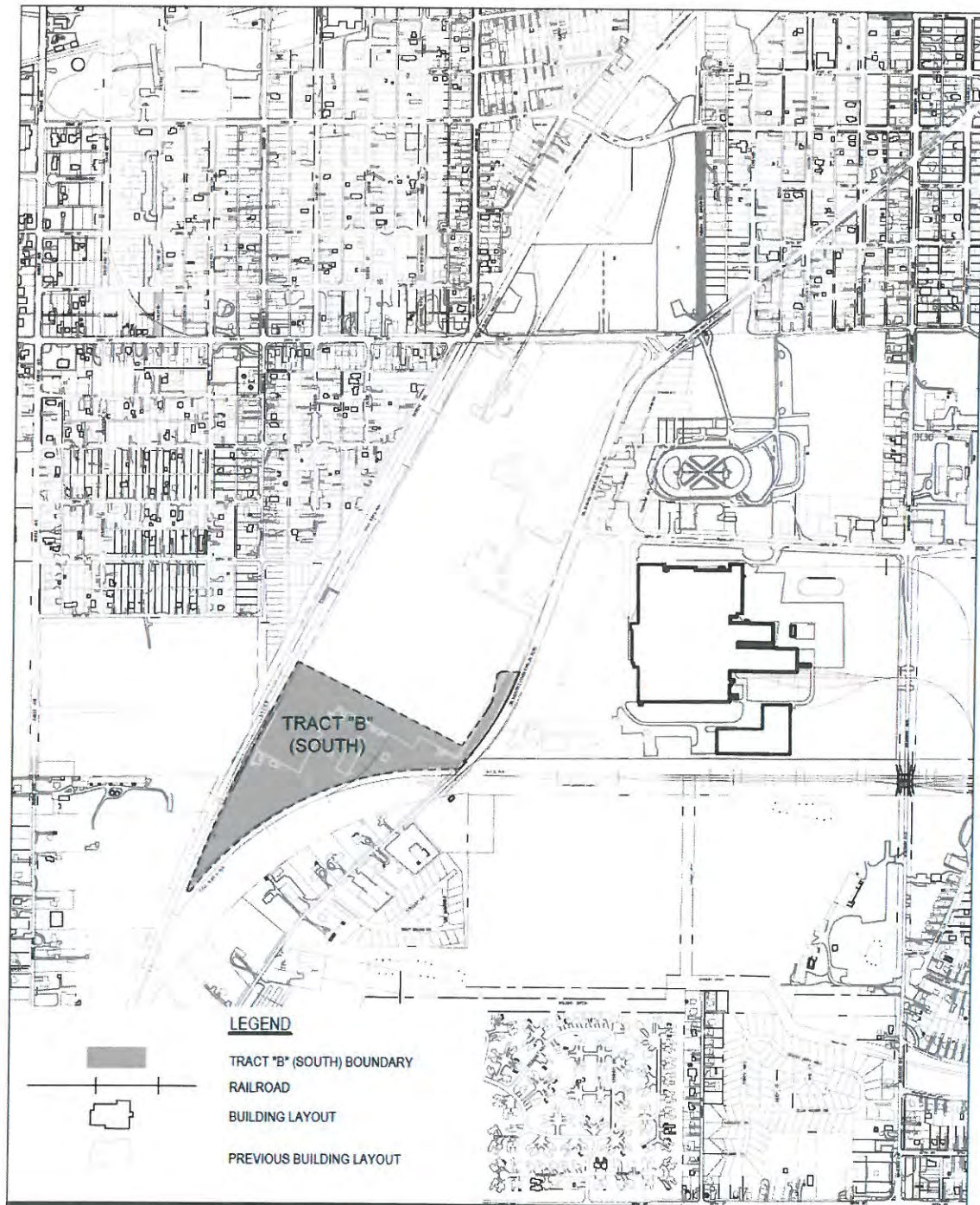
CONTAINING 18.72 ACRES OF LAND, MORE OR LESS.

TAX PARCEL ID: PORTION OF 48-11-23-900-001.000-003, 48-11-23-300-069.000-003, and 48-11-23200-425.000-003

COMMONLY KNOWN AS: DR. MARTIN LUTHER KING JR. BOULEVARD,
ANDERSON, INDIANA 46016

EXHIBIT B.1

KEY MAP

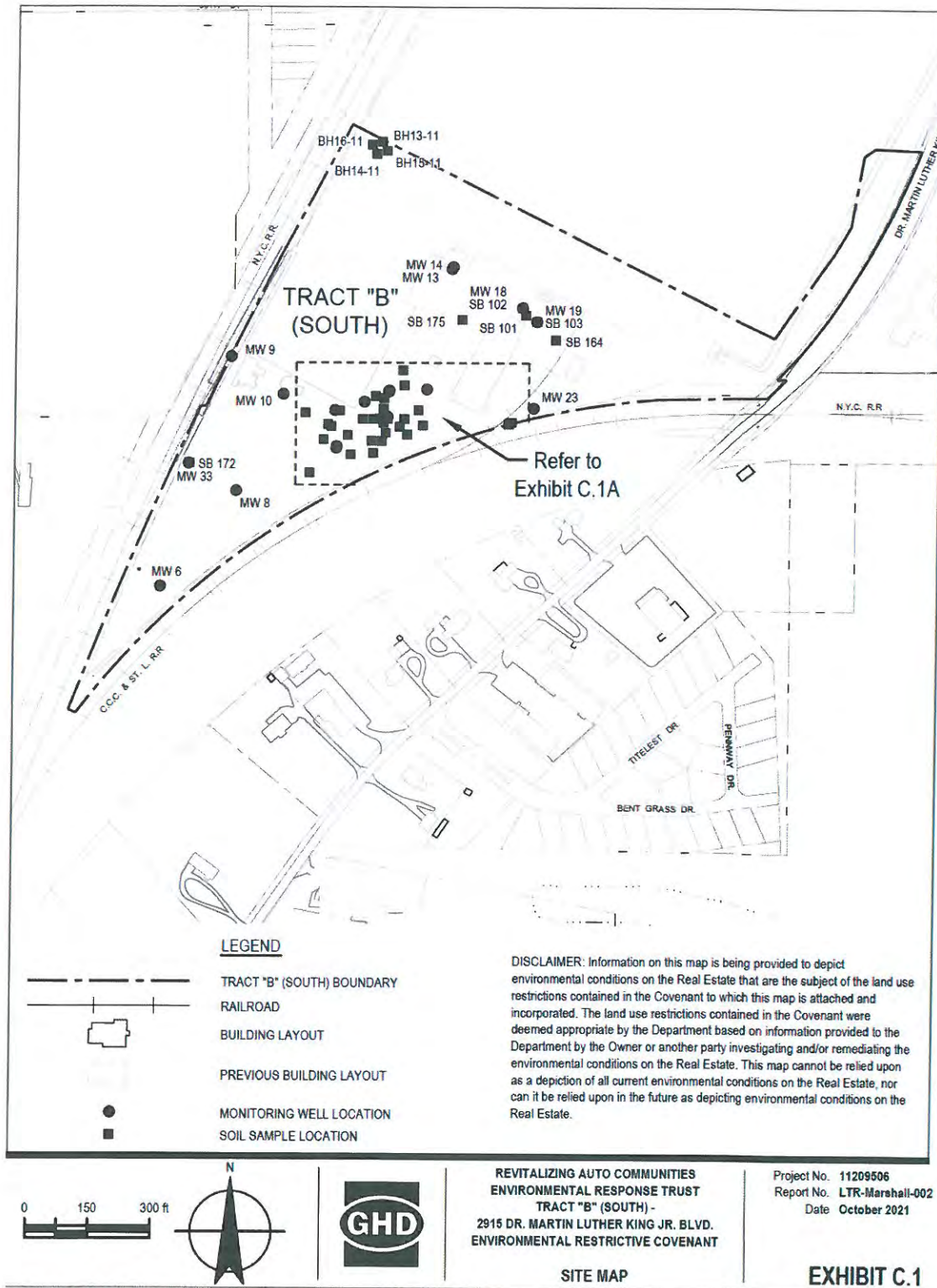


KEY MAP

EXHIBIT B.1

Filename: N:\CA\St Catharines\Projects\562\11209506\Digital_Design\ACAD 2020\Figures\LTR-Marshall-002\11209506\LTR-Alamshah-002\SN-SC001.DWG
Plot Date: 06 October 2021 3:31 PM

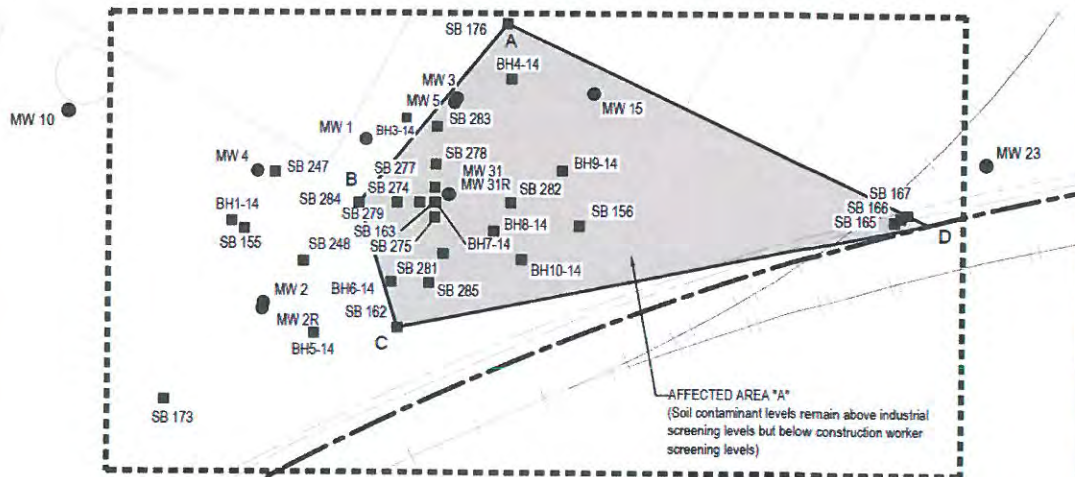
SITE MAP



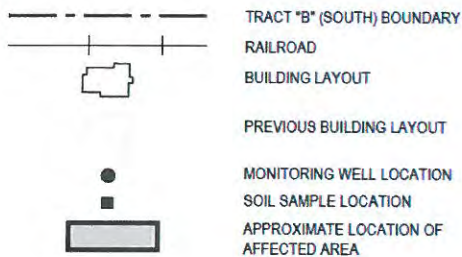
AFFECTED AREA BOUNDARY ⁽¹⁾ AREA "A"		
	X-COORDINATE	Y-COORDINATE
A	317403.0148	1761186.3350
B	317306.7971	1761068.8460
C	317332.3273	1760987.2090
D	317677.6126	1761056.0405

NOTE:

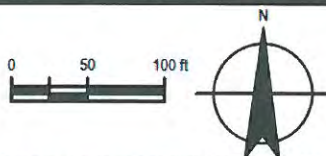
(1) - COORDINATES ARE BASED ON NAD83 SPCS
1301 IN EAST ZONE IN US SURVEY FT.



LEGEND



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.



REVITALIZING AUTO COMMUNITIES
ENVIRONMENTAL RESPONSE TRUST
TRACT "B" (SOUTH) -
2915 DR. MARTIN LUTHER KING JR. BLVD.
ENVIRONMENTAL RESTRICTIVE COVENANT

Project No. 11209506
Report No. LTR-Marshall-002
Date January 2022

SITE MAP

EXHIBIT C.1A

File name: N:\CA\SI\Carlton\Projects\5621\1209506\Digital_Design\ACAD 2020\Figures\LTR-Marshall-002\1209506\LTR-Marshall-002\GN-SC003.DWG
Plot Date: 21 January 2022 12:08 PM

EXHIBIT D.1 & D.2

DESCRIPTION OF CONTAMINATION

Exhibit D.1

Page 1 of 1

Soil Contaminants of Concern
Former Anderson Guide Facility - Tract B (South)
2915 Dr. Martin Luther King Jr. Blvd., Anderson, Indiana
IND 980 700 801

Parameters⁽¹⁾

Volatile Organic Compounds

Trichloroethene
Vinyl chloride

Semi-volatile Organic Compounds

Benzo(a)anthracene
Benzo(a)pyrene
Benzo(b)fluoranthene
Dibenz(a,h)anthracene
Indeno(1,2,3-cd)pyrene

Polychlorinated Biphenyls

Aroclor-1242 (PCB-1242)
Aroclor-1248 (PCB-1248)

Metals

Arsenic
Copper
Lead
Nickel

General Chemistry

Cyanide (total)

Affected Area

Area-A

Aroclor-1242 (PCB-1242)
Aroclor-1248 (PCB-1248)

Notes:

(1) Soil analytical results are presented in the Final RFI Report, approved by IDEM July 22, 2014 (VFC #70145840). Site-specific Risk-Based Screening Levels are presented in Addendum 1 - Refined Human Risk Assessment (VFC #70002912), Addendum 2 - Refined Human Health Risk Assessment (Cyanide) (VFC #80221052) and October 2013 Refined Human Health Risk Assessment and Derivation of Site-Specific Risk-Based Screening Levels (VFC #68983809), approved by IDEM on May 19, 2014.

**Groundwater Contaminants of Concern
Former Anderson Guide Facility - Tract B (South)
2915 Dr. Martin Luther King Jr. Blvd., Anderson, Indiana
IND 980 700 801**

Parameters ⁽¹⁾***Volatile Organic Compounds***

Chloroform (Trichloromethane)
1,1-Dichloroethane
1,1-Dichloroethene
cis-1,2-Dichloroethene
trans-1,2-Dichloroethene
Toluene
1,1,1-Trichloroethane
Trichloroethene
Vinyl chloride

Metals

Arsenic
Cadmium
Lead
Nickel

Notes:

(1) Groundwater analytical results are presented in the Final RFI Report, approved by IDEM July 22, 2014 (VFC #70145840) and Annual Monitoring Reports (2014-2020). Site-specific Risk-Based Screening Levels are presented in the Addendum 1 - Refined Human Risk Assessment (VFC #70002912), Addendum 2 - Refined Human Health Risk Assessment (Cyanide) (VFC #80221052) and October 2013 Refined Human Health Risk Assessment and Derivation of Site-Specific Risk-Based Screening Levels (VFC #68983809), approved by IDEM on May 19, 2014.

ENVIRONMENTAL EASEMENT AGREEMENT

Dated as of 12-12, 2023

Between

GRANTOR:

J. JARVIS HOLDINGS, LLC

And

GRANTEE:

REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST

Affecting Property Located at:
[no street number] Dr. Martin Luther King Jr. Boulevard

Tax Parcel Identification Numbers:
48-11-23-200-425.000-003, 48-11-23-300-069.000-003, & 48-11-23-900-001.000-003
(all formerly constituting 48-11-23-900-001.000-003)
City of Anderson, Madison County, State of Indiana



ENVIRONMENTAL EASEMENT AGREEMENT

THIS ENVIRONMENTAL EASEMENT AGREEMENT (this "Agreement") is made as of 12-12, 2023 ("Effective Date"), between J. JARVIS HOLDINGS, LLC, an Indiana limited liability company, the address of which is 22. S. Fairway Drive, Alexandria, Indiana 46001 ("Grantor"), and REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST, a trust formed under the laws of the State of New York, the address of which is 1505 Woodward Avenue, Suite 200, Detroit, Michigan 48226 ("Trust" or "Grantee"). Grantor and Grantee (or Trust) are collectively referred to herein as the "Parties." Certain defined terms used herein and not otherwise defined in the body of this Agreement are included in Section 5 below.

RECITALS

A. Grantor and the Grantee entered into that certain Purchase and Sale Agreement dated as of April 15, 2022 (as modified, amended, restated, supplemented and/or assigned, the "**PSA**"), pursuant to which Grantor has agreed to purchase from Grantee certain real property and improvements (if any) located at [no street number] Dr. Martin Luther King Jr. Boulevard, Tax Parcel Identification Numbers 48-11-23-200-425.000-003, 48-11-23-300-069.000-003, and 48-11-23-900-001.000-003, City of Anderson, State of Indiana ("**State**"), as more particularly described on **Exhibit A** attached hereto ("**Property**").

B. Pursuant to that certain Findings of Fact, Conclusions of Law, and Order Pursuant to Sections 1129(a) and (b) of the Bankruptcy Code and Rule 3020 of the Federal Rules of Bankruptcy Procedure Confirming Debtors' Second Amended Joint Chapter 11 Plan, dated March 29, 2011, and all documents issued relating thereto, including the Settlement Agreement ("**Settlement Agreement**") issued by United States Bankruptcy Court for the Southern District of New York ("**Bankruptcy Documents**"), subject to funding and other limitations described therein Grantee is obligated, with its successors and assigns, to conduct certain Environmental Actions at, on, in, under or about the Property, or otherwise to comply with Environmental Laws and the requirements of any other governmental agency or authority, in each case having jurisdiction over the Property (each, a "**Governmental Authority**"), including without limitation, the United States Environmental Protection Agency ("**USEPA**"), and the corresponding agency within the State, the Indiana Department of Environmental Management ("**IDEM**"). As identified in Attachment A of the Settlement Agreement, as of the Effective Date, the Governmental Authority with the lead oversight role for the Property's Environmental Action is IDEM.

C. This Agreement is a condition to the closing of the transfer of the Property pursuant to the PSA and is made in furtherance of the Settlement Agreement to protect the public health, safety, and welfare, and the environment, and is intended to be contemporaneously recorded with the title to the Property in the appropriate real estate records in the county in which the Property is located.

NOW THEREFORE, for the purposes set forth above and in consideration of the recitals and mutual promises herein contained, Grantee and Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, hereby agree as follows:

SECTION 1. EASEMENT.

1.1 **Grant of Easement.** Grantor, for itself and all Persons who shall succeed to any interest, directly or indirectly, in any portion of the Property and/or any improvements thereon and appurtenances thereto, by sale, assignment, conveyance, pledge, condemnation, succession upon default or foreclosure or by operation of law or by lease, sublease, license, or any other transfer (collectively, "**Grantor's Successors**"), hereby grants, conveys and transfers to Grantee and its respective agents, employees, contractors, representatives, servants, tenants, subtenants, licensees, sublicensees, invitees, officers, directors, stakeholders, owners, divisions, subsidiaries, affiliates, heirs, successors and assigns, and such other Persons over which Grantee exerts control ("**Grantee's Representatives**") and any applicable Governmental Authority (including any representative thereof), a non-exclusive, rent-free easement ("**Easement**") over the Property, including all improvements, structures, and facilities located thereon as is required or desired for the following limited purposes and those purposes incidental thereto (collectively, the "**Easement Rights**"): (a) conducting and completing any Environmental Actions; (b) ensuring and enforcing compliance with any work plans, remedial action plans, or other plans approved by a Governmental Authority with respect to Environmental Actions, including the right to inspect the operation of the Environmental Actions, including without limitation, any Remediation and Redevelopment Coordination Plan agreed to between Grantor and Grantee pursuant to the PSA ("**RRCP**"), conducted at, on, in, under, or about the Property, including the right to inspect the operation of the Environmental Actions, and to perform any actions necessary to oversee compliance with the applicable plan; (c) access, ingress and egress to, from and over such portions of the Property as is required to perform and monitor the Environmental Actions and otherwise utilize the Easement; (d) recording any easements, subject to Grantor's approval, needed for any Remediation Systems; and (e) such access as is lawfully required by any Governmental Authorities to supervise and oversee the Environmental Actions. Grantor and Grantor's Successors are collectively referred to herein as "**Owner.**"

1.2 Any access rights granted under this Agreement shall not (nor are they intended to) expand, diminish, or modify any rights of any Governmental Authority under existing Environmental Laws to take any action of any kind with respect to Grantor, Owner (or any of Owner's agents, employees, contractors, representatives, servants, tenants, subtenants, licensees, sublicensees, invitees, officers, directors, stakeholders, divisions, subsidiaries, affiliates, heirs, successors and assigns, and such other Persons over which Owner exerts control ("**Owner's Representatives**")), or Grantee.

SECTION 2. EASEMENT DURATION AND TERMINATION.

2.1 **Nature of Easement.** The Easement and all rights, obligations, covenants, and conditions set forth in this Agreement shall be construed as both covenants and conditions running with the land, and continue to be easements, servitudes, charges, and encumbrances appertaining to and upon, and covenants benefiting, binding, and running with, the land, buildings and improvements now or later existing upon or within the Property. Grantee's interests herein shall be enforceable as an irrevocable easement running with Property, coupled with an interest, and enforceable against Grantor and Owner and their respective Representatives and all third parties claiming an interest in the Property through any of them. Grantor and any future Owner of all or a portion of the Property, or any interest therein, shall automatically be deemed by acceptance of title thereto to have assumed all rights and obligations created under this Agreement pertaining to the Property. The conveyance by Grantor or any future Owner of fee simple title to any of the Property, whether voluntarily or by operation of law, shall relieve only such Owner of all obligations and Liabilities thereafter accruing hereunder.

2.2 Termination Event. The Easement and Easement Rights, and Grantee's rights and obligations hereunder with respect thereto, shall remain in full force and effect until USEPA and/or IDEM otherwise unconditionally waives or releases, in writing (a "**Governmental Authority Determination**"), Grantee from any and all further obligations and Liabilities with respect to Environmental Actions in, on, or at the Property (a "**Termination Event**"). Owner shall also have the right to seek, after notice and consultation with Grantee, a Governmental Authority Determination that the Easement is no longer required at any time. In the event a Governmental Authority re-opens any investigation of the Environmental Conditions on the Property after a Termination Event and notice of such re-opening is provided to Owner, Grantee shall have the right to access the Property in accordance with this Agreement.

2.3 Easement Termination and Release. Within thirty (30) days following such Termination Event, the Trust shall deliver to Owner an executed and acknowledged agreement ("**Termination Amendment**") providing for the amendment and modification of this Agreement to terminate the Easement Rights and release and relinquish the Easement.

SECTION 3. USE, OPERATION, AND COOPERATION.

3.1 Grantee Access and Activities.

3.1.1 Grantee and/or Grantee's Representatives may access and use the Property at all reasonable times in accordance with the terms of this Agreement for purposes of exercising the Easement Rights, so long as Owner is provided with at least seventy-two (72) hours prior notice, except in the event of an Emergency or when otherwise required by any and all laws, statutes, ordinances, rules, or orders of any Governmental Authority having jurisdiction over the Property ("**Laws**"), in which case Grantee shall provide Owner with such advanced notice as is reasonable under the circumstances. A Governmental Authority (or its representatives) and Owner and Owner's Representatives shall be permitted, should either so choose, to accompany Grantee during the exercise of the Easement Rights; provided, however, that Grantee's exercise of its Easement Rights shall not be restricted in the event Owner or a Governmental Authority is unable to be present.

3.1.2 With respect to any Pre-Existing Environmental Conditions, Grantee shall, solely in accordance with the Settlement Agreement, this Agreement, and budgets and plans approved by the appropriate Governmental Authorities: (a) exclusively conduct, or have conducted, all Environmental Actions at the Property and design, install, operate, and maintain all Remediation Systems, without unreasonably interfering with Owner's operations thereon or the use and development thereof (provided that Owner has previously provided Grantee with a description of Owner's use, development, and operations); and (b) provide Owner with all reports on the progress and resolution of such Environmental Actions that are provided to appropriate Governmental Authorities, and related communications from such Governmental Authorities concerning the same.

3.1.3 Notwithstanding the foregoing or anything to the contrary set forth elsewhere herein, Owner shall be responsible for all costs caused by, arising from, or related to: (a) any reconfiguration or relocation of any Remediation Systems requested by Owner; and (b) any damage to or by any Remediation Systems to the extent resulting from the negligence or willful misconduct of Owner or any Owner's Representatives, except to the extent caused by Grantee or any Grantee's Representatives.

3.2 Owner's Activities and Restrictions on Use.

3.2.1 Owner may use the Property only for nonresidential uses that are compatible with Restrictions set forth in any Environmental Restrictive Covenant or similar document recorded against the Property ("**Intended Use**") and for no other purpose. Any modifications required at, in, on, or below the Property by Owner to accommodate the Intended Use ("**Development Activities**") shall be the sole obligation of Owner and conducted at Owner's sole expense and shall be performed in accordance with any RRCP, so as to not: (a) exacerbate any Environmental Condition; (b) violate any Restrictions in any Environmental Restrictive Covenant; or (c) unreasonably or materially interfere with, disrupt, impair, inhibit, impede, prevent, restrict, or otherwise impact (collectively, "**Impact**") any Environmental Action, to the extent performed pursuant to or in accordance with this Agreement, the Settlement Agreement, or as directed by a Governmental Authority.

3.2.2 No permanent markers may be placed on the Property without Owner's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned; provided, however, that any markers required by Law or any Governmental Authority shall be placed in accordance with the specific requirements thereof. Upon granting such consent, Owner shall not remove, cover, obscure, or otherwise alter or interfere with the permanent markers placed on the Property, if required by any Governmental Authority, or otherwise in connection with the performance of any other Environmental Actions. To the extent required by any Governmental Authority, Owner shall keep vegetation and other materials clear of the permanent markers to assure that the markers are readily visible.

3.3. Owner's Environmental Responsibilities.

3.3.1. Except as otherwise provided in this Agreement, Owner shall be responsible for any and all Environmental Compliance Liabilities to the extent caused by, arising from, or relating to: (a) any Pre-Existing Environmental Conditions exacerbated by Owner or any Owner's Representatives; (b) violations of Owner's due care or continuing obligations hereunder (if any); or (c) any Environmental Condition caused by Owner or any Owner's Representatives. Without limiting the generality of the foregoing, to the extent any Release or Environmental Condition on, at or affecting the Property is caused by, arises from, or relates to any act or omission of Owner or any Owner's Representatives in violation of any Environmental Laws, any Environmental Restrictive Covenant, due care plan (or similar document), or this Agreement, then Owner, at its sole expense, shall conduct appropriate environmental response actions to remove, or mitigate exposure to the Release and/or Environmental Condition, in compliance with any applicable Environmental Laws and any Governmental Authority directive.

3.3.2. In the event an Environmental Condition is discovered on the Property that: (a) is not a Pre-Existing Environmental Condition; and (b) was not caused by Owner or any Owner's Representatives: (i) as between Owner and Grantee, Owner shall have no liability or responsibility with respect to such Environmental Condition (except as specifically set forth in Section 3.1.2 above); and (ii) subject to the terms, including the funding limitations therein, of the Settlement Agreement and approval of any remedial action by applicable Governmental Authorities, such Environmental Condition may, as determined solely by Grantee and the applicable Governmental Authorities, be deemed a Pre-Existing Environmental Condition, in which case it is subject to Section 3.1.2. Owner specifically waives any Claims (as defined below) against RACER (as defined below) or the Property with respect to any matters relating to clause (ii) above.

3.3.3. From and after the recording of this Agreement, Owner hereby assumes, at its sole expense and liability, the obligation to do all of the following in accordance with Environmental Laws and this Agreement and any RRCP: (a) properly operate, maintain,

manage, remediate and dispose of any Surface Materials; (b) exercise its due care and/or comply with its continuing obligations (if any) relating to the Environmental Conditions; and (c) perform and complete any and all: (i) demolition or renovations of improvements at the Property which are required by Law or otherwise deemed necessary or desirable by Owner; and (ii) obligations with respect to the redevelopment, improvement and operation of the Property, and any Environmental Conditions including but not limited to, any obligations under any Environmental Law and under an Environmental Restrictive Covenant.

3.3.4. Notwithstanding anything to the contrary set forth in this Agreement, with respect to any Pre-Existing Environmental Conditions, neither Owner, nor any Owner's Representatives, shall: (a) voluntarily report or otherwise communicate with any Governmental Authorities, except to the extent such report or communication is: (i) required by any Environmental Laws, including but not limited to, efforts to obtain a prospective purchaser agreement or similar agreement from a Governmental Authority; (ii) in response to an order, directive, demand or specific request of such Governmental Authorities; (iii) reasonably related to Owner's obligations under a Development Agreement or a brownfield plan, work plan or similar plans or documents associated with the funding of Owner's activities on the Property that are required to be disclosed to any third party in connection with such funding; or (iv) reasonably necessary to defend against or otherwise respond to a third party claim against Owner; or (b) except in connection with any of the foregoing, take any other action which is intended to result in any Governmental Authority or third party requesting or requiring Grantee to take, perform or cease any activity on or with respect to the Property or increasing the cost or scope of any Environmental Actions. Without prejudice to the foregoing, Owner and Owner's Representatives shall further notify Grantee in writing in advance of any permitted contact with any Governmental Authority concerning any Pre-Existing Environmental Condition of the Property, including any Environmental Action with respect thereto, and shall permit Grantee to attend and participate in any communications with the Governmental Authorities. Owner and Owner's Representatives shall also deliver any and all Notices received from any Agency in any way related to the Property to Grantee promptly after receipt thereof and shall coordinate and cooperate with Grantee in responding to the same.

3.3.5 As part of Owner's due care and/or continuing obligations relating to the Pre-Existing Environmental Conditions at the Property, Owner shall include in any easements it grants language notifying the grantee of the Environmental Conditions and requiring the grantee to conduct its activities in accordance with this EEA and any Restrictions.

3.4. Future Restrictions on Owner's Use. Owner hereby acknowledges that from and after the date of this Agreement, certain additional Restrictions relating to the Environmental Actions and/or the use of the Property may need to be recorded against the Property as follows:

(a) With respect to such Restrictions that are required by any Environmental Laws or approved by any Governmental Authority, Owner shall promptly, upon being notified of the need for such Restrictions by Grantee or any Governmental Authority, agree to and take every action required to properly record such Restrictions, and/or

(b) With respect to any other Restrictions reasonably requested by Grantee to implement any Environmental Laws or Governmental Authority requirement: (i) such Restrictions shall not have a material adverse effect, proven by Owner, on Owner's operation, use, or development of the Property or the value thereof; and (ii) Owner shall have the right to consent to such Restrictions, which consent shall not be unreasonably withheld, delayed, or conditioned.

In all cases, Grantee shall provide Grantor with: (A) prior notice of any meeting or other procedure established by any Governmental Authority in connection with determining whether or not such Restrictions are necessary or appropriate, and the opportunity to consult in good faith with Grantee in connection therewith; (B) information and reasonable updates with respect to such procedures and determination; and (C) the opportunity, individually and together with any or all appropriate Governmental Authorities in connection therewith, to participate in such procedures and determinations, to the extent permitted by such Governmental Authorities.

3.4.1. In furtherance of this Section 3.4, Owner shall within thirty (30) days execute, deliver, and record any and all documentation prepared by Grantee and approved by any applicable Governmental Authority and required in order to effectuate and/or impose such additional Restrictions or modifications. If Owner fails to execute and deliver the required documentation within such thirty (30) day or other applicable period, then Owner irrevocably appoints Grantee as attorney-in-fact for Owner with full power and authority to execute, deliver and record, in the name of Owner, any such documentation, which appointment is coupled with an interest, and is irrevocable.

3.4.2. Any and all Restrictions set forth herein or added to the Property pursuant to this provision shall be deemed to be covenants, conditions and Restrictions running with the land, affirmatively enforceable against and binding upon Grantor and any future Owner, and shall continue to be easements, servitudes, charges, and encumbrances appertaining to and upon, and covenants benefiting, binding, and running with, the land, buildings and improvements now or later existing upon or within the Property.

3.5 Cooperation. Grantee and Owner and their respective Representatives shall cooperate with each other in all commercially reasonable respects and as required by any Environmental Laws and the Settlement Agreement, in connection with: (a) Grantee's performance and completion of any Environmental Actions and assisting Grantee in obtaining an Governmental Authority Determination; (b) Grantee's exercise of its Easement Rights herein; and (c) the integration and coordination of Owner's use, development, and operation of the Property with any Environmental Action as set forth in any RRCP.

3.6 Utilities. At Grantee's sole cost and expense, Grantee shall have access to all available Utilities at the Property, to the extent reasonably necessary for Grantee to conduct, or cause to be conducted, Environmental Actions in a cost-effective manner and as required under this Agreement. Grantee shall pay its appropriate allocated share of such utility fees and costs based on mutual agreement of the Parties or pursuant to metered utilities and Grantee shall be responsible for any damage to Utilities resulting from the exercise of the Easement Rights. Except to the extent required by a Governmental Authority as part of Environmental Actions, any and all management of Utilities which may be present at or below the Property is the sole obligation and liability of Owner.

3.7. Liens.

3.7.1. Grantee shall keep the Property free and clear of any liens or encumbrances of any kind ("**Liens**") resulting from the exercise of the Easement Rights, except that Grantee may, in good faith, contest such Liens so long as it pays, removes, bonds or sets aside, or causes to be paid, removed, bonded, or set aside, adequate reserves, with respect to any such Liens being contested in good faith prior to being enforced against the Property. Any damage caused by Owner to any Remediation Systems or other equipment related to the Environmental Actions shall become a Lien against the Property and Grantee

shall be entitled to record any and all documents against the Property necessary to perfect such Lien.

3.7.2. This Agreement is, and shall at all times hereafter be, superior to: (a) the Lien of any mortgage or mortgages which may now or hereafter affect the Property, and to all advances made or hereafter to be made upon the security thereof and to the interest thereon, and to any agreements at any time made modifying, supplementing, extending or replacing any such mortgages; (b) any ground or underlying lease which may now or hereafter affect the replacements and extension thereof; and (c) any other Liens which may hereafter affect the Property, to the extent permitted by Law.

3.8 Settlement Agreement Limitations. Any Environmental Actions shall be subject to the terms of this Agreement, any RRCP, force majeure events and the Settlement Agreement (including without limitation, the funding limitations of the Funding Accounts (as defined in the Settlement Agreement) for the Environmental Actions). Grantee shall use commercially reasonable efforts to complete any Environmental Actions related to the Property as required by the Settlement Agreement. The terms of this Agreement and the Easement Rights, to the extent they relate to Grantee's Environmental Actions, shall, in all respects, be subject to the terms of the Settlement Agreement. Grantor, for itself and any future Owners, hereby waives and releases Grantee and Grantee's Representatives from and against any and all liabilities for any additional Environmental Actions or other remediation or other work by Grantee, whether required or recommended for the Property by any Governmental Authority, to the extent it is not allowed for or cannot be funded under the Settlement Agreement. In the event of any conflict between the terms hereof and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control. Grantor hereby acknowledges that it has been provided with a copy of or access to, and has had an opportunity to review, the Settlement Agreement (available as of the Effective Date at http://racertrust.org/About_RACER/Settlement_Agreement).

3.9. Surrender and Restoration. Except to the extent precluded by the Environmental Actions or required by any Governmental Authority or by Environmental Laws, within ninety (90) days after the delivery by Owner of a Termination Amendment, Grantee shall surrender and vacate the Property and use all commercially reasonable efforts to restore the Property to a reasonable condition, all Environmental Actions, Owner's activities, casualty, condemnation, and ordinary wear and tear excepted. In connection therewith, Grantee shall remove, at its sole cost (to the extent funding is available under the Settlement Agreement), all Remediation Systems which are not required by any Governmental Authority to remain on the Property within such ninety (90) day period, and promptly restore any damage to the Property resulting therefrom.

3.10. Waiver and Release. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, GRANTOR, FOR ITSELF AND FUTURE OWNERS, FOREVER WAIVES, RELEASES, RELINQUISHES, ACQUITS, AND FOREVER DISCHARGES GRANTEE, ITS AFFILIATES AND THEIR RESPECTIVE MEMBERS, PARTNERS, VENTURERS, STOCKHOLDERS, DIRECTORS, MANAGERS, OFFICERS, SPOUSES, LEGAL REPRESENTATIVES, AGENTS, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY "RACER") FROM ANY AND ALL CLAIMS, DEMANDS, FINES, EXPENSES, DUTIES, OBLIGATIONS, AND LIABILITIES WHATSOEVER (COLLECTIVELY, "**CLAIMS**") ARISING FROM, RELATED TO AND/OR OTHERWISE IN CONNECTION WITH ALL ENVIRONMENTAL CONDITIONS AFFECTING, OR WHICH MAY AFFECT, THE PROPERTY, INCLUDING BUT NOT LIMITED TO, CLAIMS ARISING FROM OR RELATED TO ALL PRE-EXISTING ENVIRONMENTAL CONDITIONS, THAT GRANTOR AND ANY FUTURE OWNERS MAY NOW HAVE, EVER HAD OR WILL EVER HAVE AGAINST RACER IN CONNECTION THEREWITH.

3.11. Insurance. Prior to entering the Property pursuant to this Agreement, Grantee or Grantee's Representatives, as the case may be, shall deliver to Grantor a certificate of insurance evidencing that Grantee or Grantee's Representatives, as applicable, have in effect the following underlying and umbrella policies: a general liability and property damage insurance policy with a combined single limit of at least One Million Dollars (\$1,000,000) of coverage for any one occurrence, an automobile public liability and property damage insurance policy including owned, hired, rented, or non-owned automotive equipment with a combined single limit of at least One Million Dollars (\$1,000,000), and an employer's liability insurance of at least One Million Dollars (\$1,000,000) in the aggregate covering the activities of Grantee and Grantee's Representatives, as applicable, on or about the Property, and contractor's pollution and professional liability (if applicable) of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Grantor and Grantee (and for policies owned by Grantee's Representatives) shall be named as additional insureds on all such insurance policies to the extent of Grantee's and Grantee's Representatives' obligations hereunder. All such policies shall provide that Grantee will endeavor to deliver to Grantor a minimum of thirty (30) days' advanced notice of cancellation, to the extent commercially obtainable and practicable, and endorsed to provide a waiver of subrogation as to Grantor and Grantor's Representatives. The insurance shall be considered primary insurance and Grantor's insurance, if any, shall be secondary. Any deductibles will be paid by the primary named insured. Grantee shall obtain and deliver to Grantor, upon request, certificates of insurance from each of its contractors evidencing the coverage required by this Section 3.11 in advance of any access to, or work at, the Property.

3.12. Waiver of Jury Trial. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, ANY RIGHT IT OR ITS AFFILIATES, SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO GRANTEE ACCEPTING THIS AGREEMENT.

SECTION 4. GENERAL TERMS

4.1. Governing Law. The laws of the State in which the Property is located shall govern the validity, construction, enforcement, and interpretation of this Agreement. Each Party hereby consents to the jurisdiction and venue of the Federal District Court and State Courts located in the county in which the Property is located, waives personal service of any and all process upon it, consents to service of process by registered mail directed to each Party at the address for notices herein, and acknowledges that service so made shall be deemed to be completed upon actual delivery thereof (whether accepted or refused).

4.2. Entire Agreement. This Agreement contains the entire agreement between the Parties concerning its subject matter, and supersedes and replaces all prior agreements and understandings between Grantor and Grantee with respect to Grantee's access to the Property.

4.3. Paragraph Headings. The paragraph headings appearing herein are for the convenience of the Parties and are not to be used or construed so as to modify the terms and conditions of this Agreement in any fashion.

4.4. Successors and Assigns. This Agreement shall inure to the benefit of, be binding upon, and be enforceable by the Parties and their successors and assigns.

4.5. No Beneficiaries. Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement is intended, nor shall be construed, to confer upon or give any person, firm, or corporation other than Grantee and Grantor/Owner, any rights or remedies under or by reason of this Agreement. Notwithstanding the foregoing or anything to the contrary set forth elsewhere in this Agreement, both USEPA and IDEM are intended to be third party beneficiaries of this Agreement and be entitled to enforce those terms of this Agreement which Grantee is entitled to enforce.

4.6. Notice. Any notice, demand, or other communication required to be given or to be served upon any Party hereunder shall be in writing and delivered to the person to whom the notice is directed, either: (a) delivered by delivery service (including any express mail or overnight delivery service); or (b) sent by electronic mail or by facsimile. Any notice given by overnight delivery service for next Business Day delivery shall be deemed given on the date of deposit with the overnight carrier for next Business Day delivery. Any notice, demand, or other communication given other than by overnight carrier shall be deemed to have been given and received when delivered (if by electronic mail, as evidenced by date of electronic mail) to the address of the Party to whom it is addressed as stated below.

If to the Grantee:

Revitalizing Auto Communities
Environmental Response Trust
P.O. Box 43859
Detroit, MI 48243
Attn: Bruce Rasher, Redevelopment
Manager
Email: brasher@racertrust.org

With a Copy to:

Revitalizing Auto Communities
Environmental Response Trust
P.O. Box 43859
Detroit, MI 48243
Attn: Carl P. Garvey, General Counsel
Email: cgarvey@racertrust.org

And a Copy to:

Revitalizing Auto Communities
Environmental Response Trust
P.O. Box 43859
Detroit, MI 48243
Attn: Robert Hare, Cleanup Manager
Email: rhare@racertrust.org

If to Grantor:

J. Jarvis Holdings, LLC
22 S. Fairway Drive
Alexandria, IN 46001
Attn: Joshua Jarvis
Email: josh.jarvis@jartxpress.com

And a Copy to:

4.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a fully executed agreement, with the same effect and validity as a single, original agreement signed by all of the Parties. Signatures transmitted via electronic mail transmission shall have the same validity and effect as original signatures.

SECTION 5. DEFINITIONS.

The following defined terms shall have the meaning ascribed thereto below:

(a) **"Affiliate"** means, with respect to any Person, any Person that controls, is controlled by or is under common control with such Person, together with its and their respective partners, venturers, directors, officers, stockholders, agents, and employees. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract or otherwise.

(b) **"Bankruptcy Code"** means Title 11 of the United States Code, as amended and/or supplemented from time to time, together with any similar Law relating to bankruptcy, insolvency, reorganization, restructuring, winding up or composition or adjustment of a Person's debts.

(c) **"Bankruptcy Court"** means the United States Bankruptcy Court for the Southern District of New York.

(d) **"Bankruptcy Documents"** means, collectively, the Confirmation Order and the "Plan" described therein, the Settlement Agreement, the Trust Agreement and any other documents relating to the Trust or the Property filed with the Bankruptcy Court in connection with the Case, or delivered pursuant thereto.

(e) **"Business Day"** means any day other than: (i) a Saturday, Sunday, or federal holiday; or (ii) a day on which commercial banks in the State are authorized or required to be closed for all or any portion of the normal business hours of the day.

(f) **"Case"** means that certain Chapter 11 case filed by Motors Liquidation Company (f/k/a General Motors Corporation) and jointly administered with the Chapter 11 cases of its affiliated debtors under Case No. 09-50026 (REG).

(g) **"Confirmation Order"** means that certain Findings of Fact, Conclusions of Law, and Order Pursuant to Sections 1129(a) and (b) of the Bankruptcy Code and Rule 3020 of the Federal Rules of Bankruptcy Procedure Confirming Debtors' Second Amended Joint Chapter 11 Plan, dated March 29, 2011, issued by the Bankruptcy Court and filed as Docket No. 9941 in the Case approving, among other things the "Plan" described therein and the Settlement Agreement.

(h) **"Development Agreement"** means that certain Development Agreement, if any, entered into pursuant to the PSA between Grantor and the relevant local Governmental Authority for the redevelopment of the Property.

(i) **"Emergency"** means any event, condition, or circumstance which poses, or without immediate action will pose, a threat of: (i) imminent danger to the safety of Persons at the Property; (ii) significant or structural damage to, the Easement Area, the remaining Property, or the Remediation Systems; (iii) a Release, Environmental Condition or Environmental Compliance Liability; or (iv) violation of a Restriction.

(j) **"Environmental Action"** means, subject to the terms of the Settlement Agreement, any response, removal, investigation, sampling, remediation, reclamation, closure, post-closure, corrective action, engineering controls, institutional controls, deed restrictions, oversight costs, and Operation, Maintenance and Monitoring activities authorized or required under the Settlement Agreement or under any Law with respect to the Property.

(k) **"Environmental Claims"** means, with respect to the Property, any and all Claims or Demands brought or instigated by any Governmental Authority under any

Environmental Law or with respect to an Environmental Condition, and/or any and all third party Claims or demands, including without limitation, those based on negligence, trespass, strict liability, nuisance, toxic tort or detriment to human health or welfare due to any actual or threatened Release and whether or not seeking any Liabilities.

(l) **"Environmental Compliance Liability"** means any Liability arising from or related to an Environmental Claim, any Environmental Condition, or any other violation of any Environmental Law.

(m) **"Environmental Condition"** means any Release or other event, circumstance and/or condition existing at, on, in, under or about the Property or the ambient air around the Property.

(n) **"Environmental Laws"** means any and all Laws relating to pollution, noise and/or odor control, wetlands pollution, the protection or restoration of health, safety or the environment, natural resources, and/or the use, transportation, presence, storage, handling, disposal, discharge, recycling, treatment, generation, processing, labeling, production, release, contamination or disposal of threatened Release of Hazardous Substance, including without limitation, the following: (i) the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; (ii) the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; (iii) the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 *et seq.*; (iv) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*; (v) the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*; (vi) the Safe Drinking Water Act, 42 U.S.C. Section 300f *et seq.*; (vii) OSHA, 29 U.S.C. 651 *et seq.*; (viii) the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 *et seq.*; and (ix) the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 *et seq.*; as in effect on the Effective Date, and including the analogous Laws of the State and applicable tribal or local Law counterparts, as any of the foregoing has been, and may be, reauthorized, amended, supplemented, and/or replaced from time to time.

(o) **"Hazardous Substances"** means all materials, substances, and wastes defined, designated, regulated, or classified as hazardous, toxic, or radioactive under any Environmental Laws, whether by type or by quantity, and shall include, but not be limited to, petroleum or any derivative or by-product thereof and asbestos-containing materials.

(p) **"OMM"** means the operation, monitoring, and maintenance activities required as a form of Environmental Action under the Settlement Agreement.

(q) **"Party"** refers to either Grantor or Grantee, as applicable, and as a party to this Agreement.

(r) **"Person"** refers to an individual, corporation, partnership, limited liability company, association, trust, unincorporated organization, or other entity.

(s) **"Pre-Existing Environmental Condition"** means any Environmental Condition existing as of the Effective Date for which the Trust has actual knowledge and is obligated to perform Environmental Actions under the PSA, the Settlement Agreement, or any other Bankruptcy Document.

(t) **"Release"** means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, transporting, or dumping of Hazardous Substances, or as otherwise defined under any Environmental Law, or otherwise

relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances.

(u) **"Remediation Systems"** means that or those certain machinery, equipment and fixtures used in connection with the Environmental Action, including without limitation, treatment sheds, monitoring wells, monitoring devices, vapor extraction systems, pump and treat systems, air sparge and compressor systems, bioremediation systems, oil and water separators and associated personal property and fixtures.

(v) **"Restrictions"** means those restrictions, covenants, conditions, reservations, controls (engineering, land use, institutional and otherwise), easements or rights-of-way, affecting the future use of, access to or activities on the Property, relating to the ongoing Environmental Actions at, on, in, under or about the Property, and otherwise limiting the use and/or development of the Property to the Intended Use or to implement the Settlement Agreement, whether agreed to by the Parties or required by any Governmental Authority.

(w) **"Environmental Restrictive Covenant"** means a recorded document that sets forth the Restrictions on the Property and is based upon the form required by the applicable Governmental Authority.

(x) **"Settlement Agreement"** means that certain Environmental Response Trust Consent Decree and Settlement Agreement among Motors Liquidation Corporation (f/k/a General Motors Corporation) and its affiliated debtors, the States, and EPLET, LLC (not individually but solely in its representative capacity as Administrative Trustee of the "Environmental Response Trust" established thereby) that established the Trust, notice of which was published in the 75 Fed. Reg. 66390 (Oct. 28, 2010) and a copy of which is available as of the Effective Date at http://racertrust.org/About_RACER/Settlement_Agreement.

(y) **"States"** means collectively, the United States of America (on behalf of the Environmental Protection Agency and the Saint Regis Mohawk Tribe), the States of Delaware, Illinois, Indiana, Kansas, Michigan, Missouri, New Jersey, New York, Ohio, Virginia and Wisconsin, the Louisiana Department of Environmental Protection, and the Department of Environmental Protection of the Commonwealth of Pennsylvania.

(z) **"Surface Materials"** means any and all discarded materials located on or at the surface of the Property, including but not limited to, building materials from demolition activities; domestic and industrial trash; tires; automotive parts; used containers which held materials such as paint, antifreeze, gasoline, and other household substances; materials painted with lead-based paints or otherwise; wood and other materials which may have been painted with lead-based paints; and roof shingles and other building materials which may contain asbestos-containing materials.

(aa) **"Trust Agreement"** means that certain "Environmental Response Trust Agreement" described in the Settlement Agreement, pursuant to which the Trust was formed.

(bb) **"Utilities"** means any and all water, gas, electric, septic, sanitary and storm water utilities, and related infrastructure, that service the Property or any portion thereof.

[Signature page follows]

Signature page to Environmental Easement Agreement

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date and year first written above.

GRANTOR:

Dated as of 12/11, 2023

J. JARVIS HOLDINGS, LLC, an Indiana limited liability company

By: [Signature]
Name: Joshua Jarvis
Title: Member

STATE OF Indiana)
COUNTY OF Madison) SS:

On the 11th day of December, 2023, before me a Notary Public for the State and County aforesaid, personally appeared Joshua Jarvis, who acknowledged himself or herself to be the Sole Member of J. Jarvis Holdings, LLC a Indiana limited liability company and that he, being authorized to do so, executed the foregoing Environmental Easement Agreement for the purposes therein contained by signing the name of said entity by himself or herself as such officer.

WITNESS my hand and seal the day and year aforesaid.



Haleigh Walker
Print Name: Haleigh Walker
Notary Public, State of Indiana
County of Madison
Acting in the County of Madison
My commission expires: 9-4-25

When Recorded Return To: M. Cadena
First American Title Insurance Company
National Commercial Services
5445 Corporate Drive, Ste. 175
Troy, MI 48098-2617
File No. NCS- 1125115

Signature page to Environmental Easement Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first written above.

GRANTEE:

Dated as of 12-12, 2023

**REVITALIZING AUTO COMMUNITIES
ENVIRONMENTAL RESPONSE TRUST,**

a trust formed under the laws of the State of
New York

By: EPLET, LLC, acting solely in its capacity as
Administrative Trustee of Revitalizing Auto
Communities Environmental Response Trust

By:



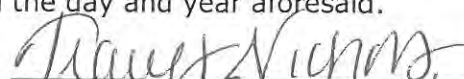
ELLIOTT P. LAWS, not individually,
but acting solely in his capacity
as Managing Member

STATE OF MICHIGAN)
) SS:
COUNTY OF WAYNE)

On the 28 day of August, 2023, before me a Notary Public for the State
and County aforesaid, personally appeared Elliott P. Laws who acknowledged himself to be
the Managing Member of EPLET, LLC, as Administrative Trustee of the Revitalizing Auto
Communities Environmental Response Trust ("Trust"), and that he, being authorized to do
so, executed the foregoing Environmental Easement Agreement, not individually, but solely
in his capacity as Managing Member of EPLET, LLC, Administrative Trustee of the Trust, its
Sole Member, for the purposes therein contained by signing his name.

WITNESS my hand and seal the day and year aforesaid.

TRACIE L NICHOLS
Notary Public, State of Michigan
County of Wayne
My Commission Expires 03-19-2029
Acting in the County of Wayne


Print Name: Tracie L. Nichols
Notary Public, State of Michigan
County of Wayne
Acting in the County of Wayne
My commission expires: 3/19/2029

TAX PARCEL IDENTIFICATION NUMBERS: 48-11-23-200-425.000-003, 48-11-23-300-
069.000-003, & 48-11-23-900-001.000-003

PREPARED OUTSIDE THE STATE OF INDIANA BY AND WHEN RECORDED MAIL TO:

Carl P. Garvey, General Counsel
Revitalizing Auto Communities Environmental Response Trust
P.O. Box 43859
Detroit, MI 48243

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social
Security number in this document unless required by law. Carl P. Garvey

EXHIBIT A TO EEA

LEGAL DESCRIPTION OF PROPERTY

A PART OF THE NORTHWEST QUARTER AND SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST IN THE CITY OF ANDERSON, ANDERSON TOWNSHIP, MADISON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

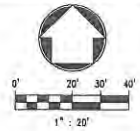
BEGINNING AT THE SOUTHWEST CORNER OF LOT NUMBER 2 IN SIRMAX EXPANSION SUBDIVISION AS PER PLAT RECORDED IN INSTRUMENT NUMBER 2020R011252 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, INDIANA, THE FOLLOWING SIX (6) COURSES ARE ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID LOT NUMBER 2; (1) THENCE SOUTH 63 DEGREES 21 MINUTES 44 SECONDS EAST (ASSUMED BEARING) 1,130.57 FEET; (2) THENCE NORTH 35 DEGREES 13 MINUTES 51 SECONDS EAST 246.70 FEET; (3) THENCE NORTH 30 DEGREES 57 MINUTES 29 SECONDS EAST 81.41 FEET; (4) THENCE NORTH 9 DEGREES 50 MINUTES 28 SECONDS EAST 171.49 FEET; (5) THENCE NORTH 54 DEGREES 35 MINUTES 23 SECONDS EAST 30.25 FEET; (6) THENCE NORTH 88 DEGREES 10 MINUTES 56 SECONDS EAST 115.86 FEET (MEASURED) (115.83 FEET PER SAID PLAT OF SIRMAX EXPANSION SUBDIVISION) TO THE WESTERLY RIGHT-OF-WAY LINE OF DR. MARTIN LUTHER KING JR. BLVD.; THENCE SOUTH 18 DEGREES 29 MINUTES 11 SECONDS WEST 14.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH THE RADIUS POINT OF SAID CURVE BEING NORTH 71 DEGREES 30 MINUTES 41 SECONDS WEST 1,390.19 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 647.92 FEET TO A POINT OF NON-TANGENCY WITH THE RADIUS POINT BEING NORTH 44 DEGREES 48 MINUTES 28 SECONDS WEST 1390.19 FEET; THENCE SOUTH 42 DEGREES 48 MINUTES 19 SECONDS WEST 63.10 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 44 MINUTES 36 SECONDS WEST 237.09 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO THE NORTHERLY LINE OF THE CSX RAILROAD, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHEAST WITH THE RADIUS POINT OF SAID CURVE BEING SOUTH 4 DEGREES 26 MINUTES 26 SECONDS EAST 1,935.08 FEET, THE FOLLOWING SIX (6) COURSES ARE ALONG THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD; (1) THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 1,634.68 FEET TO A POINT WITH THE RADIUS POINT OF SAID CURVE BEING SOUTH 52 DEGREES 50 MINUTES 31 SECONDS EAST 1,935.08 FEET; (2) THENCE NORTH 68 DEGREES 48 MINUTES 49 SECONDS WEST 20.00 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST WITH THE RADIUS POINT OF SAID CURVE BEING SOUTH 68 DEGREES 48 MINUTES 49 SECONDS EAST 11,429.19 FEET; (3) THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 793.27 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER, WITH THE RADIUS POINT OF SAID CURVE BEING SOUTH 64 DEGREES 50 MINUTES 13 SECONDS EAST 11,429.19 FEET; (4) THENCE NORTH 88 DEGREES 44 MINUTES 36 SECONDS EAST 11.17 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST WITH THE RADIUS POINT BEING SOUTH 64 DEGREES 48 MINUTES 43 SECONDS EAST 11,419.19 FEET; (5) THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 588.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE WITH THE RADIUS POINT OF SAID CURVE BEING SOUTH 61 DEGREES 51 MINUTES 31 SECONDS EAST 11,419.19 FEET; (6) THENCE NORTH 28 DEGREES 08 MINUTES 31 SECONDS EAST 174.36 FEET TO THE POINT OF BEGINNING. CONTAINING 18.742 ACRES, MORE OR LESS, BEING SUBJECT TO ALL APPLICABLE EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

TAX PARCEL IDs: 48-11-23-200-425.000-003, 48-11-23-300-069.000-003, & 48-11-23-900-001.000-003 (all formerly constituting 48-11-23-900-001.000-003)

COMMONLY KNOWN AS: [no street number] DR. MARTIN LUTHER KING JR. BOULEVARD, ANDERSON, INDIANA 46016

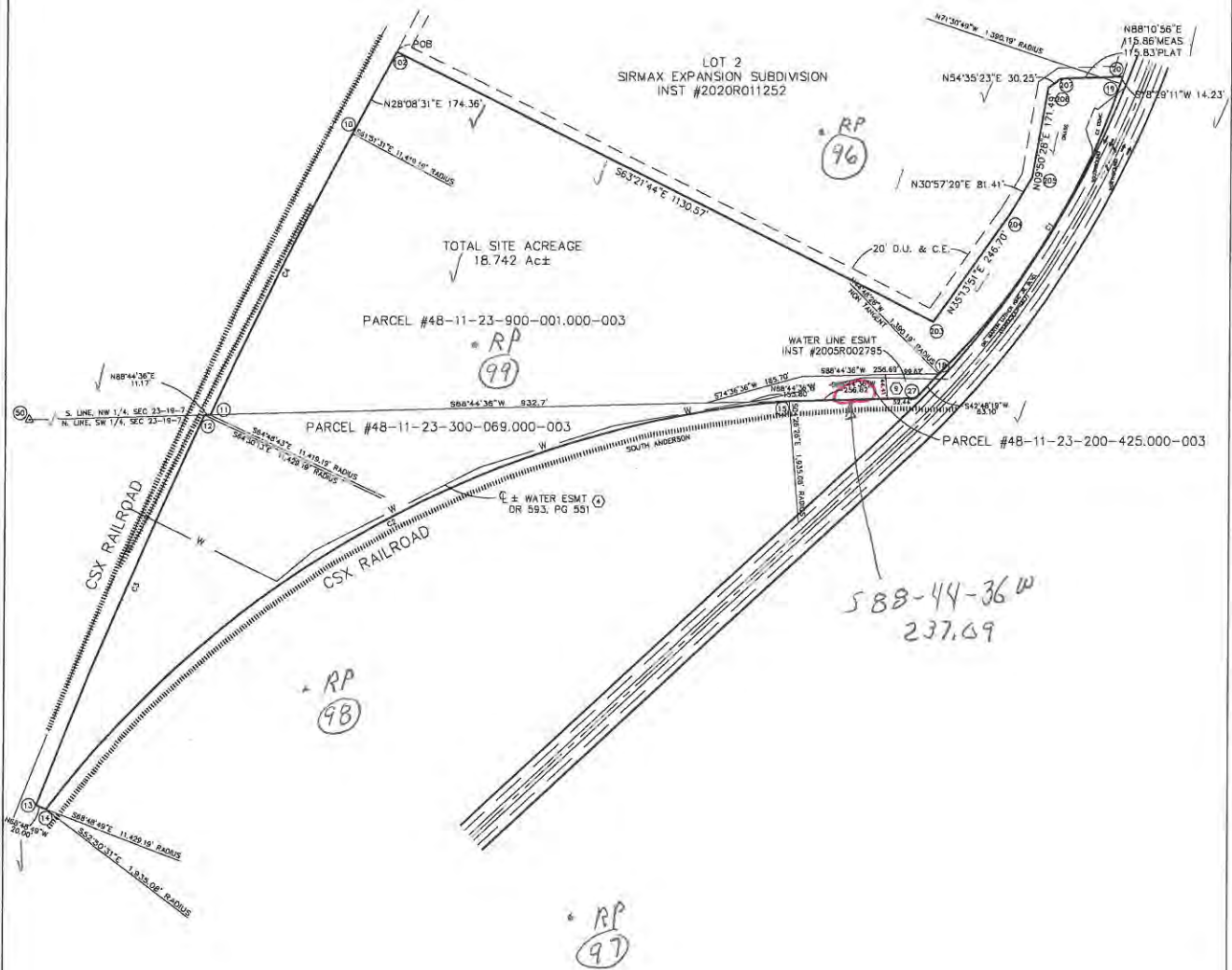
END OF DOCUMENT

ALTA/NSPS LAND TITLE SURVEY
PART OF THE NORTHWEST AND SOUTHWEST QUARTER,
SECTION 28, TOWNSHIP 19 NORTH, RANGE 7 EAST,
ANDERSON TOWNSHIP, MADISON COUNTY, IN



CURVE DATA

Label	Chord	Chord Bearing	Arc Length	Radius	Delta
C1	642.07'	S31d50m26sW	647.92'	1,390.19'	26d42m13s
C2	1,586.51'	S61d21m31sW	1,634.68'	1,935.08'	48d24m04s
C3	793.11'	N23d10m29sE	793.27'	11,429.19'	3d58m36s
C4	588.54'	N26d39m53sE	588.61'	11,419.19'	2d57m12s



588-44-36 W
237.69

237.09

[illegible]

588.61

1. *City of Richmond v. United States*, 521 U.S. 724, 730 (1997).
2. *City of Richmond v. United States*, 521 U.S. 724, 730 (1997).
3. *City of Richmond v. United States*, 521 U.S. 724, 730 (1997).
4. *City of Richmond v. United States*, 521 U.S. 724, 730 (1997).
5. *City of Richmond v. United States*, 521 U.S. 724, 730 (1997).
6. *City of Richmond v. United States*, 521 U.S. 724, 730 (1997).
7. *City of Richmond v. United States*, 521 U.S. 724, 730 (1997).
8. *City of Richmond v. United States*, 521 U.S. 724, 730 (1997).
9. *City of Richmond v. United States*, 521 U.S. 724, 730 (1997).
10. *City of Richmond v. United States*, 521 U.S. 724, 730 (1997).

- 10 5/8" REBAR FOUND PER R.E. WARD SURVEY
- 11 5/8" REBAR FOUND PER R.E. WARD SURVEY
- 12 5/8" REBAR FOUND PER R.E. WARD SURVEY
- 13 5/8" REBAR FOUND PER R.E. WARD SURVEY
- 14 5/8" REBAR FOUND PER R.E. WARD SURVEY
- 15 5/8" REBAR FOUND PER R.E. WARD SURVEY
- 16 5/8" REBAR FOUND PER R.E. WARD SURVEY
- 17 5/8" REBAR FOUND PER R.E. WARD SURVEY
- 18 5/8" REBAR FOUND PER R.E. WARD SURVEY
- 19 5/8" REBAR FOUND PER R.E. WARD SURVEY
- 20 5/8" REBAR FOUND PER R.E. WARD SURVEY

50	3/8" CONCRETE W/ 1" REINFORCING BARS	EXPANDED
40	3/8" REINFORCING BARS	EXPANDED
30	3/8" REINFORCING BARS	EXPANDED
20	3/8" REINFORCING BARS	EXPANDED
10	3/8" REINFORCING BARS	EXPANDED
0	3/8" REINFORCING BARS	EXPANDED

2. UTILITIES WERE NOT LOCATED AS A PART OF THIS SLURRY.

- [illegible]

NOTE: FLOOD OR CONTAMINANT PANEL NUMBER 1806-0235-0 (DATED MAY 03, 2011) OF THE FLOOD INSURANCE RATE MAPS FOR MADISON COUNTY, INDIANA, THE ACCURACY OF THIS FLOOD HAZARD STATEMENT IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP.

A. "EXCEPT AS SHOWN ON SLAVERY, THERE ARE NO ENCROACHMENTS ONTO ADJACING PRED EASEMENT AREAS OF ANY BUILDINGS, STRUCTURES OR OTHER APPROACHES, AND NO DISC BY BUILDINGS, STRUCTURES OR OTHER APPROACHES SITUATED ON ADJACING PREDASES."

PART OF THE NORTHWEST AND SOUTHWEST QUARTER, SECTION 29, TOWNSHIP 19 NORTH, RANGE 7 EAST, ANDERSON TOWNSHIP, MADISON COUNTY, IN

INTERPOL AND SPECIAL AGENTS AND INVESTIGATORS AND COMMUNITARIAN EUROPEAN TRUST
TYPE OF SUBJECT SPECIES - ALIEN AND THE SUBJECT
CLASS OF SUBJECT CLASSIFIED SUBJECT (TO BE LEFT FOR 30 DAYS PER MONTH) 44 DODGED IN TITLE 68, ARTICLE 4
PART 12 OF THE INITIAL ALIENMENT CODE (INITIAL SUBJECTS STRONGEST)
CLASS OF SUBJECTS: SOLI, LIT, OF THE APPROPRIATE QUARTER OF SECTION 11, TOPIC 19, 19 MONTH, PAGE 7 EAST PER
RESEARCH SUBJECTS AND INVESTIGATORS FROM
SEE CHRONICLE 6, PART 1 FOR THE POLICE INVESTIGATION.

[illegible]

b) DISCREPANCIES IN RECORD DESCRIPTIONS AND PLATS;
c) INCONSISTENCIES IN LINES OF OCCUPATION;
d) UNCERTAINTY OF MEASUREMENTS DUE TO HUMAN ERROR.

THE LATE R. H. JENNINGS'S RESEARCHES ON THE DATED AND UNDATED DISPOSALS OF THE SUCCESSION TAX HAVE SHOWN THAT, IN THE JUDICIAL DECISIONS, THERE IS A TENDENCY TO CONSIDER THE UNDATED DISPOSALS AS BEING MORE THE EQUIVOCAL THAN THE DATED DISPOSALS. IN ORDER TO BRING THE UNDATED DISPOSALS INTO LINE WITH THE DATED DISPOSALS, IT IS PROPOSED THAT THE UNDATED DISPOSALS BE CONSIDERED AS BEING EQUIVOCAL DISPOSITIONS, AND NOT AS BEING DATED DISPOSALS. THE PROPOSED REFORMS IN THE UNDATED DISPOSALS, AND THE UNDATED DISPOSALS IN THE REFORMS, SHOULD BE CONSIDERED AS BEING EQUIVOCAL DISPOSITIONS, AND NOT AS BEING DATED DISPOSALS.

more than 1000 cases of AIDS in the United States, and the number of reported cases is expected to rise sharply in the coming years. The Centers for Disease Control and Prevention (CDC) estimates that the number of people living with AIDS in the United States will reach 1 million by the year 2000. The CDC also estimates that the number of people who will die from AIDS in the United States will reach 1 million by the year 2000. The CDC also estimates that the number of people who will be infected with HIV in the United States will reach 1 million by the year 2000. The CDC also estimates that the number of people who will be infected with HIV in the United States will reach 1 million by the year 2000.

THESE COULD BE UNWRITTEN RIGHTS ASSOCIATED WITH THE UNCERTAINTIES LISTED UNLESS OTHERWISE NOTED OR INDICATED HEREON ALL MONUMENTS SET OR FOUND EXISTING GRADE.

ЗАВЕРШЕНИЕ СЕРИИ

[illegible]

PREPARED BY:
STEPHEN O. GOWNS
REGISTERED LAND SURVEYOR
INDIANA LICENSE NO. 300022

REGISTERED
No. 900002
STATE OF
INDIANA
LAND SURVEYOR

SERVICES
ENGINEERING & SURVEYING, LLC
70 NORTH HOE AVE.
ANCON, INDIANA 46011
(765) 466-4444
services@eslinc.net

JOSH JARVIS - JARTXPRESS
DR. MARTIN LUTHER KING JR. BLVD
ANDERSON, IN 46012

ALTA'SPS LAND TITLE SURVEY

LOCATION MAP

DATE: 08 DEC 23
SHEET NO.

2.