

Staff Report – Agenda Item # 1

Case number	BZA-2023-01	Property size	102 ac
Property address	6199 S ST RD 13; 0 S SR 13	Property zoning	General Industrial
Applicant(s)	LKQ Midwest Inc. (Randy Smith) and FMC Advisors LLC (Chris Farrar)		
Property owner(s)	Carolyn L Wilson & Wilson Land Trust c/o Dick Wilson		

Requested action:

UDO V 10.1.2 Special Use application to permit Salvage/Junk Yard use in the General Industrial zoning district.

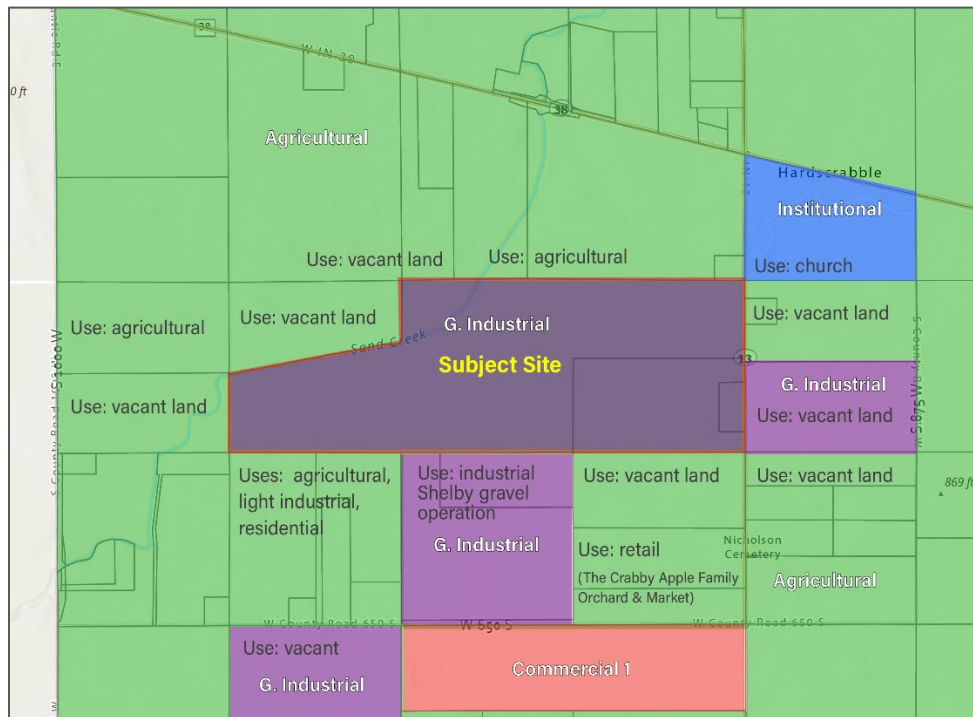
Recommendation:

APPROVE with conditions

Exhibits:

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Location, zoning and land use map 2. Aerial map 3. Submittal 4. Site Plan & Building Elevations | <ol style="list-style-type: none"> 5. Site & Neighborhood Pictures 6. Recommended land use (Comprehensive Plan) 7. Parks Plan Exhibit 8. Indiana Clean Yard Award Businesses |
|---|--|

ZONING AND LAND USE MAP



ABOUT PROJECT

Location

The subject site is located on the west side of SR 13, about 975 feet south of the intersection of SR 38 and SR 13. The 102-acre subject site is comprised of three parcels, all in the same ownership, currently zoned General Industrial and used for farming (see Exhibits 1 & 2).

The surrounded zoning districts and uses can be seen on the previous page and in Exhibit 1. Also, the aerial view in Exhibit 2 shows the surrounding area uses as of 2023.

Proposal

The petitioners, LKQ Midwest Inc., requests permission to conduct a Salvage/Junk yard Special Use at the subject site. Specifically, LKQ would like to conduct vehicle recycling and most storage operations indoors and some storage outside (see Exhibit 3. Submittal). Exhibit 4 (the site plan and the building elevations) show the following planned improvements:

- a building with offices and indoor facilities for dismantling vehicles and storing vehicle parts and fluids (≈133,400 sf);
- a parking lot to serve the office with parking landscaping;
- a storage yard around the building and on the rest of the lot;
- an 8-ft-tall metal fence to screen the storage yard around the entire perimeter of the yard;
- a planned landscape buffer outside of the fence;
- a drainage detention pond;
- a preserved floodplain area around the Sand (or Mud) Creek that the construction won't encroach into (west side of the project site).

The preliminary exhibits of the building and some examples of it being constructed in Colorado, Arizona, and Utah are in Exhibit 3 in the "Presentation" section.

ANALYSIS

Per Lapel UDO Definitions, a **Junk Yard** is defined as *"A place, usually outdoors, where waste or discarded property, other than organic matter, including but not limited to automobiles and farm implements and trucks, is accumulated and is or may be salvaged for reuse or resale; this shall not include any industrial scrap metal yard. The storage, dealing in or the permitting of the accumulation of significant quantities of combustible, organic or nonmetal scrap materials such as, but not limited to, wood, paper, rags, garbage, tires, bones and shattered glass on the premises of such an establishment will disqualify it from being classified as a scrap metal yard, and the same will be classified as a junk yard."*

Per Lapel UDO Definitions, **Junk** is defined as, *"Scrap material, including but not limited to the following:*

- A. automotive or machinery equipment or parts, including used automotive tires;
- B. cloth and clothing;
- C. manufactured clay and porcelain products;

- D. manufactured plastic products;
- E. manufactured rubber products;
- F. paper and paper products;
- G. recyclable products of all kinds;
- H. scrap metal, including copper, brass, iron, steel, ferrous and nonferrous material;
- I. wood and wood products;
- J. wrecked and/or dismantled automotives;
- K. inoperable and exposed appliances;
- L. building debris;
- M. unused fill;
- N. old cable or cordage.

Given the types of activities proposed by the petitioner, this use is classified as a "Junk Yard".

Junk Yard use is a Special Use in the General Industrial zoning district, which means that the BZA has the authority to approve it as long as the proposed projects meets 4 criteria listed in Lapel's UDO and analyzed below. Please note that while the granting variances is a matter committed to discretion of the BZA, granting a Special Use approval is mandatory once the applicant shows compliance with relevant statutory criteria.

Criteria 1

The approval will not be injurious to the public health, safety, morals, and general welfare of the community.

Junk Yard use has the potential to be injurious to the public health, but the way how the operations are conducted can minimize the risks. Based on Lapel UDO's definition of a junk yard, it assumes that some of the junk yard activities like dismantling and storage of the junk automobiles may happen outdoors. However, the applicant is proposing to conduct all dismantling operations inside of the building. All car fluids and car parts, except for the vehicle carcasses, would be stored inside of the building before they are transported elsewhere. Only vehicle carcasses would be stored in the fenced-in yard with the stored carcasses not exceeding 4 feet in height. Conducting dismantling activities indoors may mean the following:

- The noises associated with this activity will be greatly reduced by the building's walls and will be limited to the area of the building itself (the applicant states "no excess noise");
- The air emissions from indoor activities will likely go through the building's air condition system before being released outside (the applicant states "no smoke or smell");
- Since all fluids and combustible vehicle parts are meant to be stored indoors, any potential fires would be contained indoors first. The fire department could get to the fire quickly because the building is going to be located right by the state road. The carcasses stored outdoors shouldn't have any easily combustible parts, so the potential for fires starting within the storage yard is low. Should the fire happen outdoors, the pattern of storing the vehicles that LKQ demonstrates in other yards shows that a fire truck could generally access any row of vehicles.

This type of operation with most polluting activities happening indoors greatly reduces the risks to the public health and makes the operation a lot cleaner than some other uses typically allowed in the General Industrial zoning district.

There are many environmental regulations that the auto salvage yards have to abide by and these regulations are enforced by the Indiana Department of Environment Management (IDEM). Examples of areas that IDEM regulates are air, water, and soil pollution, stormwater runoff, hazardous waste disposal, and so on. IDEM has a page devoted specifically to [Auto Salvage Yards](#). Staff has this information here to show that certain public health and environment regulations relevant to salvage yards are within the authority of the state agency and not the local land use policies. The applicant would be required to apply for certain state permits as part of the general construction permitting process in Lapel in the future.

The applicant is not proposing to preserve the flood zone area on the west side of the property. This area is also marked to be included into a future park in Lapel (see Exhibit 7), so preserving it means that it could potentially become an addition to the general welfare of the community by being turned into a park. Also, this part of the site is the only one that abuts an existing residential use, so having a 300-400-ft-wide floodplain between the residential property and the storage yard creates a substantial buffer.

Criteria 2

The requirements and development standards for the requested special use as prescribed by this Ordinance will be met.

Lapel UDO, V 10.2.14.N has regulations specific to the Junk Yard Special Use:

"Vehicles or trailers of any type without current license plates and registration or in an inoperable condition shall be prohibited other than in completely enclosed buildings or associated with permitted junk yards or auto-repair facilities. Such vehicles associated with permitted junk yards or auto-repair facilities must be stored consistent with the following requirements:

- i. All such vehicles, including antique vehicles, shall be stored within the rear or side yard. In no case shall such vehicles be stored in any right-of-way, front yard, or required setback area.
- ii. All storage areas for such vehicles shall be completely enclosed with a six (6) foot tall, 100% opaque wood, stone, or masonry fence. Gates allowing access to the storage areas are permitted. Gate shall be closed when not in use, and shall consist of six (6) foot tall, 100% opaque wooden doors."

According to the currently proposed site plan and pictures of the intended 8-ft-metal fence, the applicant would meet the regulations stated above and their intent of visually screening the storage yard and locating the yard out of the front yard and setbacks areas. The staff also proposes to add two conditions to the approval of this variance that the applicant propose in their application: the 8-ft-tall fence and that the storage of items outside won't go beyond 4 feet.

Criteria 3

Granting the special use will not subvert the general purposes served by this Ordinance and will not permanently injure other property or uses in the same district and vicinity.

The general purpose of Lapel's UDO per V1.2.4 is to "secure adequate light, air, and convenience of access; and safety from fire, flood, and other dangers" and to "promote the public health, safety, comfort, convenience, morals, and general welfare." Analysis for criteria 1 addresses these general ordinance purposes.

The UDO describes General Industrial district in the following way:

"The "Ig", General Industrial District is intended to provide locations for general industrial manufacturing, production, assembly, warehousing, research & development facilities, and similar land uses. This district is intended to accommodate a variety of industrial uses in locations and under conditions that minimize land use conflicts. This district should be used to support industrial retention and expansion in Lapel."

Permitting this proposal would help accommodate an industrial business in Lapel that is operated at a high standard that protects the environment and the general welfare of the community.

Most uses around the subject site are either vacant, agricultural or industrial (Exhibit 1, 2, and 5). It is likely that the way that the applicant is proposing to conduct its operations will NOT be injurious to the surrounding properties.

Criteria 4

The proposed use will be consistent with the character of the zoning district in which it is located and the Town of Lapel Comprehensive Plan.

The junk yard use is consistent with other uses typically permitted in the General Industrial zoning district as a Special Use: boat/RV storage (indoor/outdoor), truck sales and service center, storage/sale of petroleum products, sand/gravel operations, and mineral extraction. Some of these Special Uses are bound to have more pollution than applicant's proposal, like dust from mineral extraction. Based on LKQ's proposed operations that include outdoor storage only of the vehicle carcasses, it is similar to an outdoor or indoor warehousing use that is permitted in the General Industrial district by right. So, the proposed use is consistent with the character of the zoning district that it is in.

Lapel's Comprehensive Plan (CP) shows the area around the subject site with the recommendation for the light industrial use to the north, south, and east of the subject site, and an agricultural use to the west (Exhibit 6). The proposed character of operations conducted mostly indoors is consistent with the light industrial uses recommended by CP. In Lapel, auto repair facilities, which are close to indoor dismantling activities, are permitted in the Commercial 1 zoning district, which is consistent with the proposed Commercial use in CP to the south of the subject site.

Comparison to Other Indiana Yards

This part of analysis is provided to give some information on the auto salvage yards in Indiana and how the applicant's proposal compares to the best auto salvage yards in Indiana. It is not a required part, but it provides some context for comparison and gives some examples of the yards that IDEM reviewed and thought that they met the environmental standards AND best management practices.

IDEM, trying to promote Best Management Practices (BMPs) among the Auto Salvage Yards, created an award for the businesses that use BMPs called "[Indiana Clean Yards](#)". Exhibit 8 shows examples of these yards that received the Award. You will see that there is typically a building or a barn where some dismantling happens, some dismantling appears to happen outside, and many vehicles and their parts are stored outside on gravel/stone yards. All yards typically have screening by a metal fence and a few have landscape buffers (I think that fencing and landscaping requirements are more so local zoning requirements than IDEM's). Some of the yards try to keep storage of vehicles a little bit off the ground by placing them on the shelves or on car tires. Most of them appear to organize dismantled/junk vehicles in rows, so that each vehicle is accessible.

SPECIAL USE FINDINGS

AGENDA ITEM #1

If the Board should decide to APPROVE the requested Special Use, please use the following findings of fact:

The Lapel Board of Zoning Appeals is authorized to approve or deny Special Uses by Indiana Code 36-7-4-918.2 and by Lapel UDO V1.6.3. The BZA may impose reasonable conditions as part of its approval. A Special Use may be approved upon a determination in writing that the following four (4) criteria are met (V1.6.8.A):

- The approval will not be injurious to the public health, safety, morals, and general welfare of the community:

Conducting most dismantling vehicle activities and storing most car parts and fluids indoors before they are transported elsewhere with the only item stored outside being the car carcass greatly reduces the environmental and health risks typically associated with the junk yard use. The applicant shows other site features like parking and buffer landscape areas, tall fencing, and preservation of the flood plain that add to the general welfare of the community by creating an aesthetically pleasing design.

- The requirements and development standards for the requested special use as prescribed by this Ordinance will be met:

The proposed 8-ft-tall opaque fence around the entire storage yard with the gate and the yard located in the side and rear yards meets the zoning ordinance standards specific to the requested Special Use.

- Granting the special use will not subvert the general purposes served by this Ordinance and will not permanently injure other property or uses in the same district and vicinity:

Permitting this proposal would help accommodate an industrial business in Lapel that is operated at a high standard that protects the environment and the general welfare of the community. It is likely that the way that the applicant is proposing to conduct its operations will NOT be injurious to the surrounding properties. Nearby property owners may remonstrate against this petition if they believe this request will have significant adverse effects on adjacent properties. Should nothing contrary be brought to light by adjacent owners at the public hearing, it is presumed that the approval of this Special Use request will not have a substantially adverse effect on the use of adjacent properties.

- The proposed use will be consistent with the character of the zoning district in which it is located and the Town of Lapel Comprehensive Plan:

The proposed junk yard operation is consistent with the character of other General Industrial uses and with some Light Industrial (indoor industrial uses) and commercial uses (car repair) recommended in the area around the subject site proposed in the Comprehensive Plan.

RECOMMENDATION

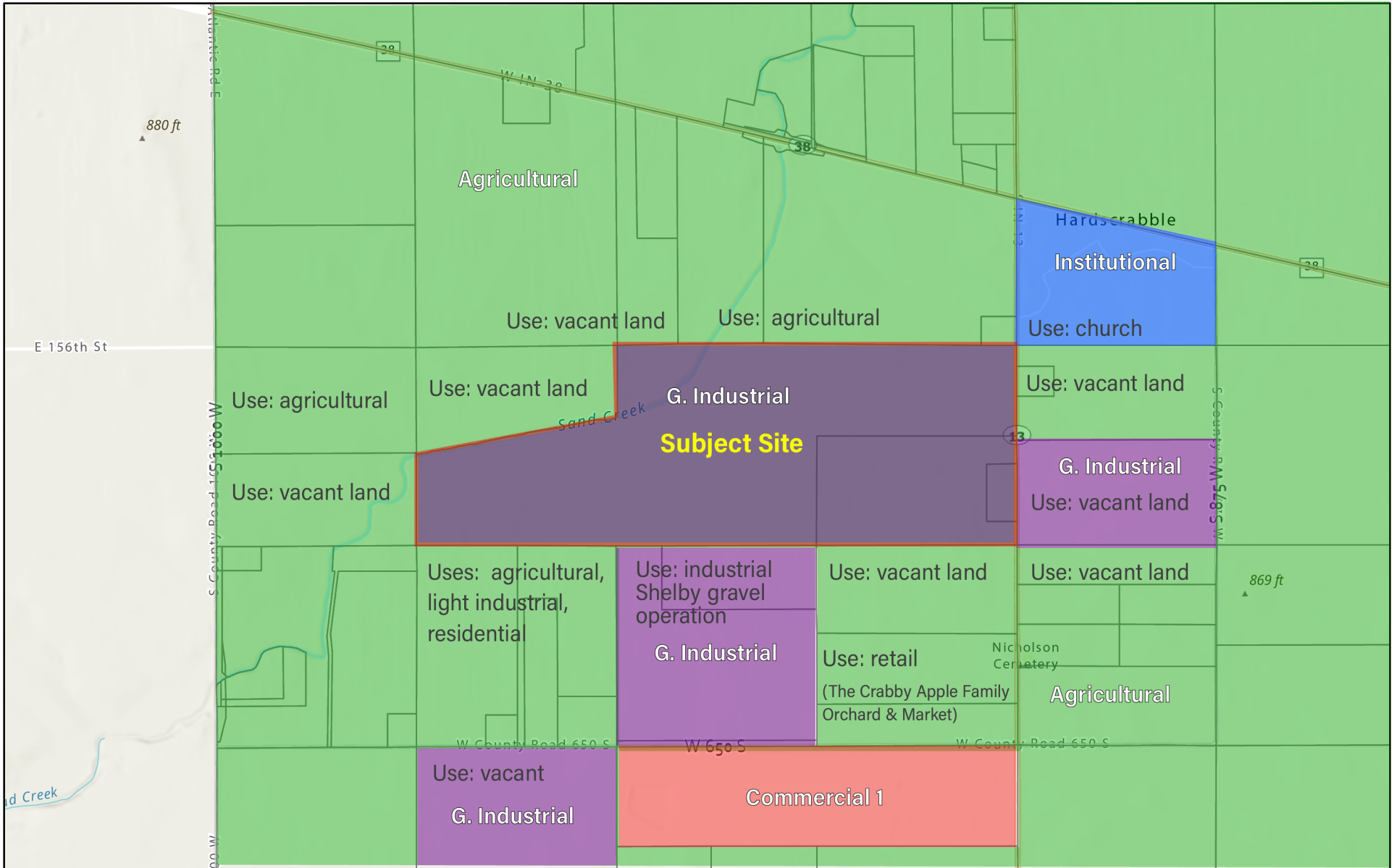
APPROVE the requested Special Use based upon the following findings of fact:

- The approval **will not** be injurious to the public health, safety, morals, and general welfare of the community;
- The requirements and development standards for the requested special use as prescribed by this Ordinance **will** be met;
- Granting the special use **will not** subvert the general purposes served by this Ordinance and will not permanently injure other property or uses in the same district and vicinity; and
- The proposed use **will be** consistent with the character of the zoning district in which it is located and the Town of Lapel Comprehensive Plan.

With the following specific conditions:

1. The Applicant shall provide an 8-ft-tall opaque fence around the entire storage yard.
2. The Applicant shall store all items in the outside yard at or below the height of 4 feet.
3. The Applicant shall sign the Acknowledgement of Special Use document prepared by the Lapel Planning Staff within 60 days of this approval. Staff will then record this document against the property and a file stamped copy of such recorded document shall be available in the Lapel Town Hall.
4. This Special Use approval is given to the current applicant at this current location. Should there be a change in the tenant who operates the use, then a new Special Use application shall be submitted to the BZA.

EXHIBIT 1. LOCATION, ZONING & LAND USE MAP



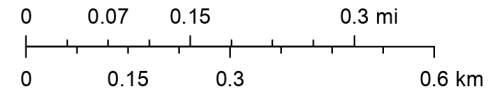
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Madison County Parcels
 6-Local

Road_Labels_Symbology

3-State Road

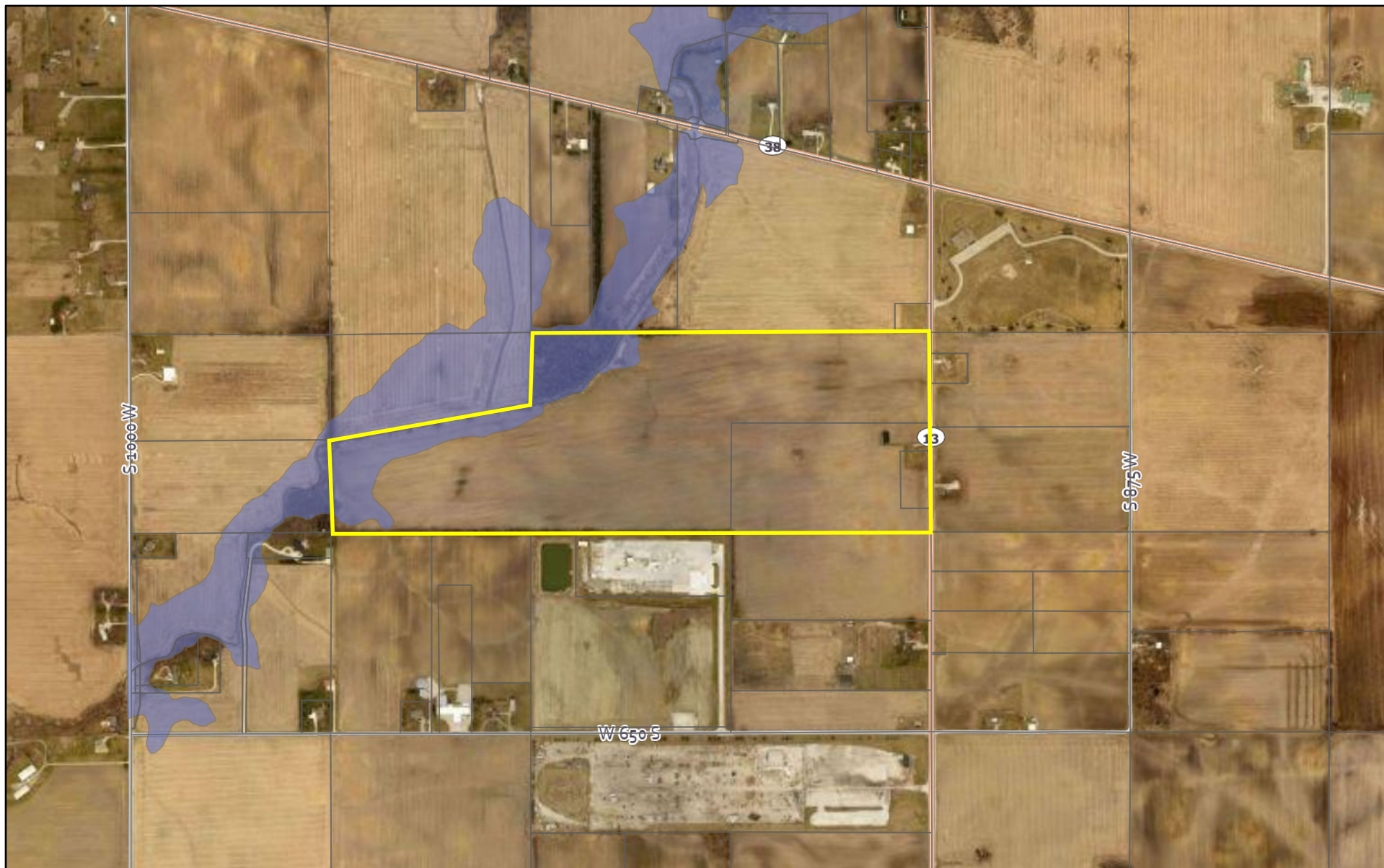
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Esri, NASA, NGA, USGS, FEMA, Esri Community Maps Contributors, MCCOG, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/

MCCOG

EXHIBIT 2. AERIAL MAP



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Madison County Parcels

X Min

6-Local

FEMA Floodplain

Road_Labels_Symbology

AE

3-State Road

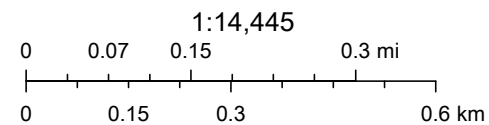




EXHIBIT 3. SUBMITTAL BZA APPLICATIONS PETITION CHECKLIST

NOTE: All documents must be legible. All text documents must be typewritten, or computer generated. All drawings, such as site plans, elevations, sign details, maps, surveys, must be drawn to an appropriate scale, dimensioned, and in ink.

1. **Checklist.** One (1) completed checklist (this form).
2. **Application.** One (1) completed petition, signed by the owner of the subject property or an authorized agent, notarized, and filed according to the adopted Filing Calendar.
3. **Location Map.** One (1) copy of a general location or area map indicating (in a reproducible manner) the location of the property and the surrounding area. Maps created using internet mapping sites are acceptable.
4. **Legal Description.** Four (4) copies of the legal description attached to the petition. Attach one to the petition; attach one copy to each of the Ordinances as referenced above.
Metes and bounds descriptions should include two (2) copies of the perimeter survey, drawn to scale. - or -Recorded subdivision legal description includes lot number, section number, subdivision name, plat book number with page number and must include a plat map (plat maps are available in Room 741 of the City-County Building/or a nominal charge).
5. **Site Plan.** Three (3) copies of a site plan must be filed. Plans must be legible and drawn to a scale of 1=10, 1=20, 1=30, or 1=40. Additional information may be required, but at the minimum, plans must include the information described on the site plan.
6. **Non-refundable filing fee.** See Fee Schedule for fee.
7. **On-site hearing notice sign fee.** The On-Site Notice must be posted in a conspicuous location along each street frontage of the affected property. There is a non-refundable fee of \$10 per sign required.
8. **Surrounding property owners address list.** The petitioner must obtain a list of surrounding property owners from the Madison County Assessor's Office **not** earlier than 30 days before the public hearing. Lapel staff may produce the list of these addresses for an additional \$25 fee.
9. **Contact person. NOTE:** The Petitioner, listed in the application will be contacted regarding all applications steps, including being contacted by the newspaper publisher for Legal Notice payment.

Acceptable methods of payment include cash, check, or MasterCard, VISA, Discover or American Express credit card. Checks must be made payable to "Town of Lapel." Credit cards are accepted; however, the credit card processing agency assesses a fee ~3% of the transaction amount.



BOARD OF ZONING APPEALS

DOCKET NO.

PETITION APPLICATION

PETITIONER REQUEST CIRCLE ONE THAT APPLIES	Special Use - Variance of Development Standards - Administrative Appeal		
MEETING DATE REQUEST	September 18, 2023		
PROPERTY OWNER	Carolyn L Wilson & Wilson Land Trust c/o Dick Wilson		
OWNER'S ADDRESS	3154 MYRTLE DR LAPEL, IN 46051/P.O. BOX 5950 SUN CITY CENTER, FL 33571		
PROJECT ADDRESS	0 SR 13 LAPEL, IN 46051	TOWNSHIP	GREEN TOWNSHIP
OWNER'S EMAIL ADDRESS	dickwilson@c21be.com	PHONE NUMBER	(813) 326-5900
PETITIONER	LKQ Midwest Inc./Randy Smith & Chris Farrar/FMC Advisors LLC		
PETITIONER'S ADDRESS	500 West Madison Street, Suite 2800 Chicago, IL 60661		
PETITIONER'S EMAIL ADDRESS	rrsmith@lkqcorp.com/chris@woodside-capital.cr	PHONE NUMBER	(602) 692-6420
LEGAL DESCRIPTION (SELECT ONE)	COMPLETE METE AND BOUNDS LEGAL DESCRIPTION ATTACHED -OR- PLATTED SITE WITHIN A RECORDED SUBDIVIION, COPY OF PLAT MAP ATTACHED. SUBDIVION NAME <u>Legal Description Attached</u> LOT NUMBER(S) _____ SECTION NUMBER(S) _____ RECORDED IN PLAT BOOK NUMBER _____ PAGE(S) _____ OR RECORDED AS INSTRUMENT NUMBER _____		
OWNERSHIP	DOES THE PETITIONER OWN 100% OF THE AREA INVOLVED IN THE PETITION? YES <input type="radio"/> NO <input checked="" type="radio"/> OTHER OWNERS?		
TAX PARCEL NUMBERS	Parcel # 48-15-16-100-001.000-044 Parcel # 48-15-16-500-001.000-044 Parcel # 48-15-16-100-003.000-044		



ACREAGE	102 Acres	PARCEL COUNT	3
CODE ENFORCEMENT	IS THE PROPERTY SUBJECT TO ANY CODE ENFORCEMENT ACTION? YES <input type="radio"/> NO <input checked="" type="radio"/>		
CURRENT ZONING CLASSIFICATION	Vacant Land; Other Agricultural Use__ Rezone Application for General Industrial in process		
CURRENT COMPREHENSIVE PLAN RECOMMENDATION	Light Industrial - Distribution Warehouse & Logistics		
EXISTING PROPERTY USE	Farming		
EXISTING IMPROVEMENTS ON PROPERTY	2,700 SF Metal Barn		
PROPOSAL NARRATIVE	ATTACH NARRATIVE IF NEEDED See Attached		
ORDINANCE	SPECIFY ANY SPECIFIC ORDINANCE(S), STANDARD(S), CONDITION(S), COMMITMENT(S), AND/OR REGULATION(S) SOUGHT TO BE MODIFIED. ATTACH ADDITIONAL PAGE(S) IF NEEDED. See Attached Narrative Detailing Special Use Request for Outside Storage		

OATH: THE PETITION APPLICATION INFORMATION, TO MY KNOWLEDGE AND BELIEF, IS TRUE AND CORRECT.

[Signature]

 PETITIONER SIGNATURE

OWNER SIGNATURE

NOTARY
 SUBSCRIBED AND SWORN TO BEFORE ME THIS
 NOTARY PUBLIC SIGNATURE
 NOTARY PUBLIC PRINTED NAME
 MY COMMISSION EXPIRES
 MY COUNTY OF RESIDENCE

DATE 8/14/2023
Kate Dodd

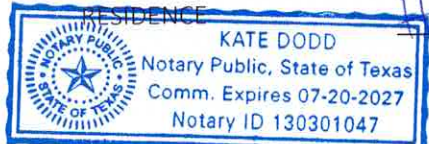
Kate Dodd

7/20/2027

Harris, TX

NOTARY
 SUBSCRIBED AND SWORN TO BEFORE ME THIS
 NOTARY PUBLIC SIGNATURE
 NOTARY PUBLIC PRINTED NAME
 MY COMMISSION EXPIRES
 MY COUNTY OF RESIDENCE

DATE _____



TOWN OF LAPEL
825 Main St, Lapel, IN 46051
Planning@lapelindiana.org

OWNER AFFIDAVIT FORM

STATE OF Indiana
COUNTY OF Madison S.S.

The undersigned, having been duly sworn on oath, states that they are the Owner of the Property involved in this application and that they hereby acknowledge and consent to the forgoing Application.

Owner printed name**: ARON L Wilson

Owner signature**: Courtney Courtney

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the Property Owner, who having been duly sworn acknowledged and consents to the execution of the foregoing Application.

Subscribed and sworn to before me this 24th day of May, 2023.

Notary printed name: Courtney Courtney

Notary signature: Courtney Courtney



Courtney Courtney, Notary Public
Madison County, State of Indiana
Commission No: NP0735746
My Commission Expires 08/24/2029

My commission expires: 08/24/2029

**** A signature from each party having interest in the property involved in this application is required. If the Property Owner's signature cannot be obtained on the application, then a notarized statement by each Property Owner acknowledging and consenting to the filing of this application is required with the application.**

TOWN OF LAPEL
825 Main St, Lapel, IN 46051
Planning@lapelindiana.org

OWNER AFFIDAVIT FORM

STATE OF Florida
COUNTY OF Hillsborough S.S.

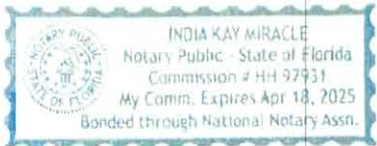
The undersigned, having been duly sworn on oath, states that they are the Owner of the Property involved in this application and that they hereby acknowledge and consent to the forgoing Application.

Owner printed name**: RICHARD S Wilson

Owner signature**: Richard S Wilson, Trustee

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the Property Owner, who having been duly sworn acknowledged and consents to the execution of the foregoing Application.

Subscribed and sworn to before me this 25 day of May, 2023.



Notary printed name: INDIA KAY Miracle

Notary signature: India Kay Miracle

My commission expires: 4/18/2025

** A signature from each party having interest in the property involved in this application is required. If the Property Owner's signature cannot be obtained on the application, then a notarized statement by each Property Owner acknowledging and consenting to the filing of this application is required with the application.



FINDINGS OF FACT FOR SPECIAL USE

The approval (will / will not) be injurious to the public health, safety, morals, and general welfare of the community because:

PLEASE SEE ATTACHED NARRATIVE

The requirements and development standards for the requested special use as prescribed by the Zoning Ordinance (will / will not) be met:

“

”

Granting the special use (will / will not) subvert the general purposes served by this Ordinance and (will / will not) permanently injure other property or uses in the same district and vicinity because:

“

”

The proposed use (will / will not) be consistent with the character of the zoning district in which it is located because:

“

”

The proposed use (will / will not) be consistent with the Town of Lapel Comprehensive Plan because:

“

”

Lapel Findings of Fact for Special Use – Salvage Yard

1. The approval **WILL NOT** be injurious to the public health, safety, morals, and general welfare of the community because the proposed LKQ Project meets the requirements detailed in the Town of Lapel Unified Development Code – General Industrial - Ordinances and Development Regulations. Please see definition below:

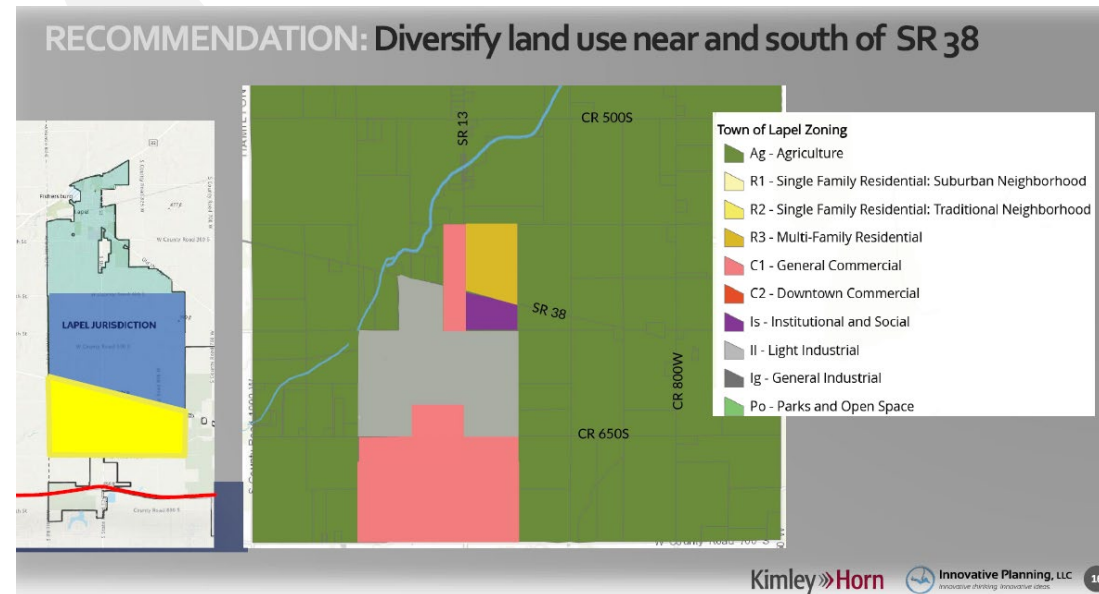
General Industrial Use. Manufacturing, processing, extraction, heavy repairing, dismantling, storage, or disposal of equipment, raw materials, manufactured products or wastes, in which some operations, other than transportation, are performed in open area.

Junk (Salvage) Yard. A place, usually outdoors, where waste or discarded used property other than organic matter, including but not limited to automobiles, farm implements and trucks, is accumulated and is or may be salvaged for reuse or resale; this shall not include any industrial scrap metal yard.

2. The requirements and development standards for the requested special use as prescribed by the Zoning Ordinances **WILL BE MET**. Please see answer above.
3. Granting the special use **WILL NOT** subvert the general purpose served by this Ordinance and **WILL NOT** permanently injure other property or uses in the same district and vicinity because the subject property has been zoned to General Industrial and the proposed use complies with the Performance Standards within the General Industrial zoning ordinances. Additionally, the proposed LKQ project conforms with the Buffer Zone 1 requirements which will prevent negative impacts to the surrounding property uses (Agricultural/Vacant Land and General Industrial).

Lapel Findings of Fact for Special Use – Salvage Yard

4. The proposed use **WILL** be consistent with the character of the zoning district in which it is located because the proposed LKQ project will conform to the Development and Performance Standards detailed in the General Industrial Zoning Ordinances.
5. The proposed use **WILL** be consistent with The Town of Lapel Comprehensive Plan because the Land Use Map (see below) designates the subject property for an Industrial Use. The Comprehensive Plan further details the community's support for growth and diversification of commercial and industrial activities south of State Road 38.



LKQ Distribution Facility

Lapel, IN

LKQ

Keeping you moving

LKQ's Global Presence

- LKQ is a global distributor of vehicle products, including replacement parts, components and systems used in repair and maintenance of vehicles and specialty products and accessories
- Founded in 1998 through a combination of wholesale recycled products businesses, which subsequently expanded through organic growth
- 290 acquisitions of aftermarket, recycled, refurbished and remanufactured product suppliers
- Organized into four reportable segments: Wholesale - North America, Europe, Specialty and Self Service
- 1,500 facilities, including roughly 460 in the U.S. and 1,010 in over 25 other countries with 45,000 employees (18,000 in North America)

Our Mission

- To be the leading global value-added sustainable distributor of vehicle parts and accessories by offering our customers the most comprehensive, available and cost-effective selection of part solutions while building strong partnerships with our employees and the communities in which we operate.



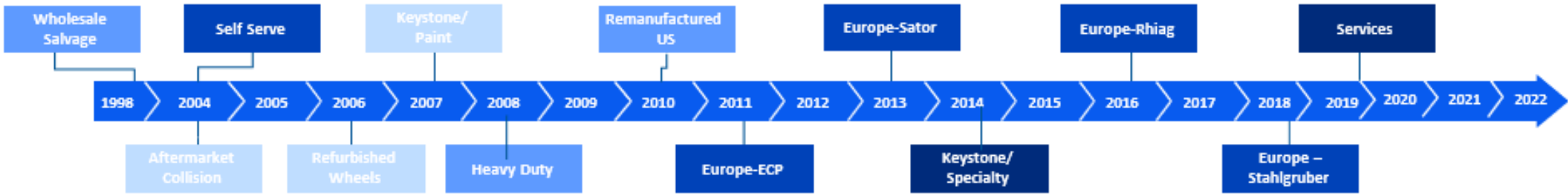
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• Kind

• Quality



LKQ's Evolution Process



2003
Total Revenue
\$328 million



■ Recycled Products

2007
Total Revenue
\$1.11 billion



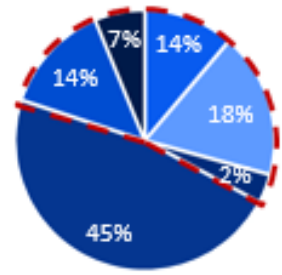
■ Aftermarket NA

2011
Total Revenue
\$3.27 billion



■ Self Service-Parts

Q2 '22 TTM
Total Revenue
\$13.2 billion



55% North America

■ Specialty

■ Other

LKQ has grown from a North American collision operation to a globally diversified aftermarket distributor

Operating Units Overview

Product Overview

Wholesale - North America

- Collision
 - Aftermarket automotive products
 - Recycled & Refurbished
- Mechanical
 - Recycled engines & transmissions
 - Remanufactured engines & transmissions



Product Overview

Specialty

- Performance products
- Appearance & accessories
- RV, trailer & other
- Specialty wheels & tires
- Marine



Europe

- Mechanical
 - 175,000+ small part SKUs
 - Brakes, filters, hoses, belts, etc.
- Collision
 - Aftermarket (UK) & Recycled (Sweden)

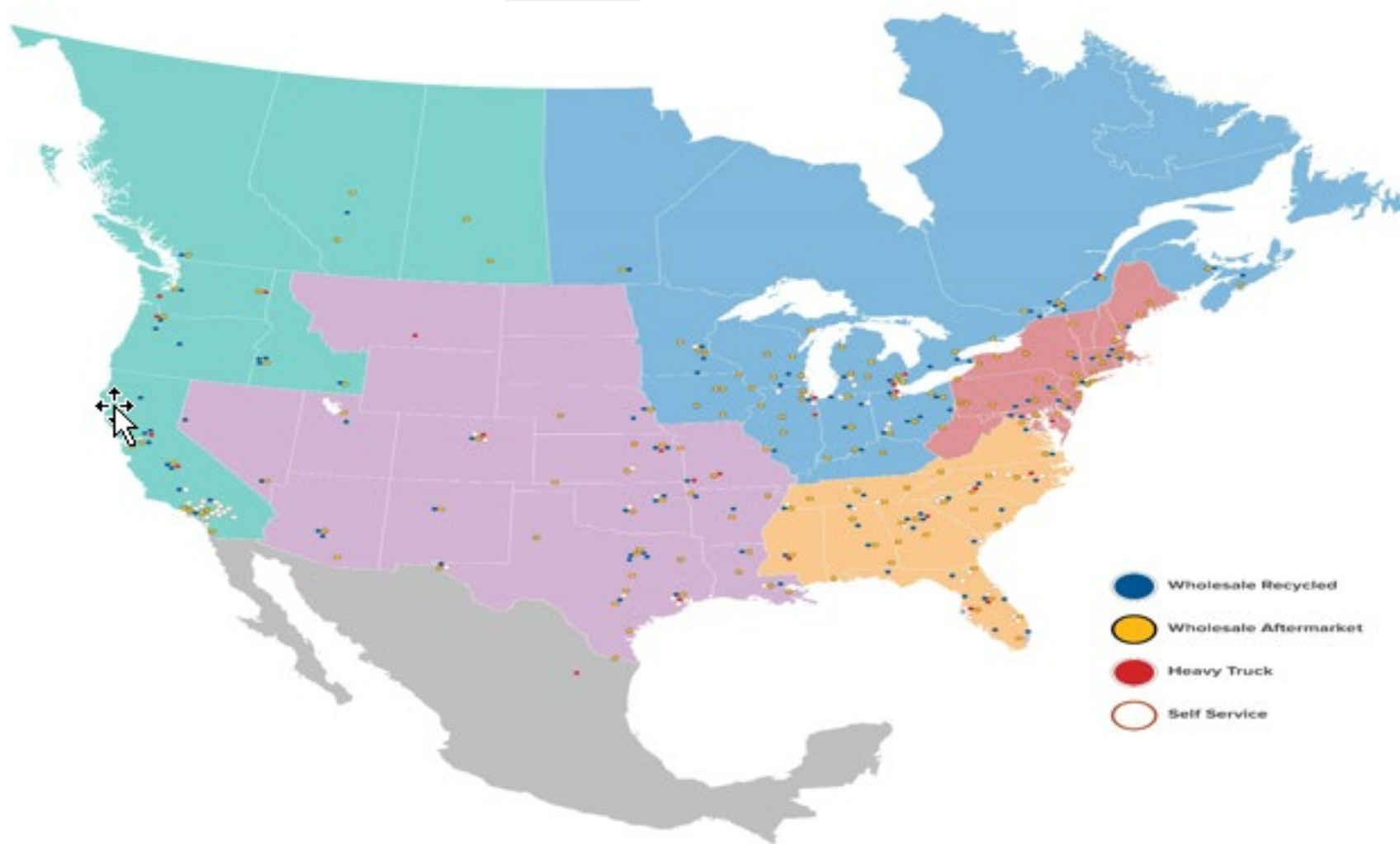


Self Service

- Largest buyer of used vehicles
 - More than 550,000 recycled car and truck parts



Wholesale North America Footprint



Vehicles Dismantled Per Year

- LKQ dismantles or processes over 800,000 vehicles a year through its full service and self serve operations.



Expanding Global ESG Programs

Our core business enables a circular economy

Our 2021 North America Recycling Achievements

783,000	1,462,000	1,107,000	13,794,000	740,000
Number of vehicles procured	Catalytic converters	Tons of Crush Auto/Scrap	Total number of individual parts sold	Batteries

Established new sustainability goals to advance success

Goals in progress to cut carbon emissions 30% by 2030

- Reduce emissions intensity relative to revenue and reduce logistics fleet emissions

Motivating and retaining our winning workforce

- Established 2025 and 2030 goals to increase employee engagement and scores

Governance framework for aligning priorities

Launched LKQ Cares ESG Advisory Committee

- Cross-function team focused on aligning priorities across business units and geographies

Linked Executive Compensation with ESG goals

- Added ESG metrics to incentive compensation plans for certain senior executives

ESG Focus Areas



**Carbon Footprint
& Recycling**



**Employee
Engagement**



**Talent
Development**



**Diversity, Equity
& Inclusion**



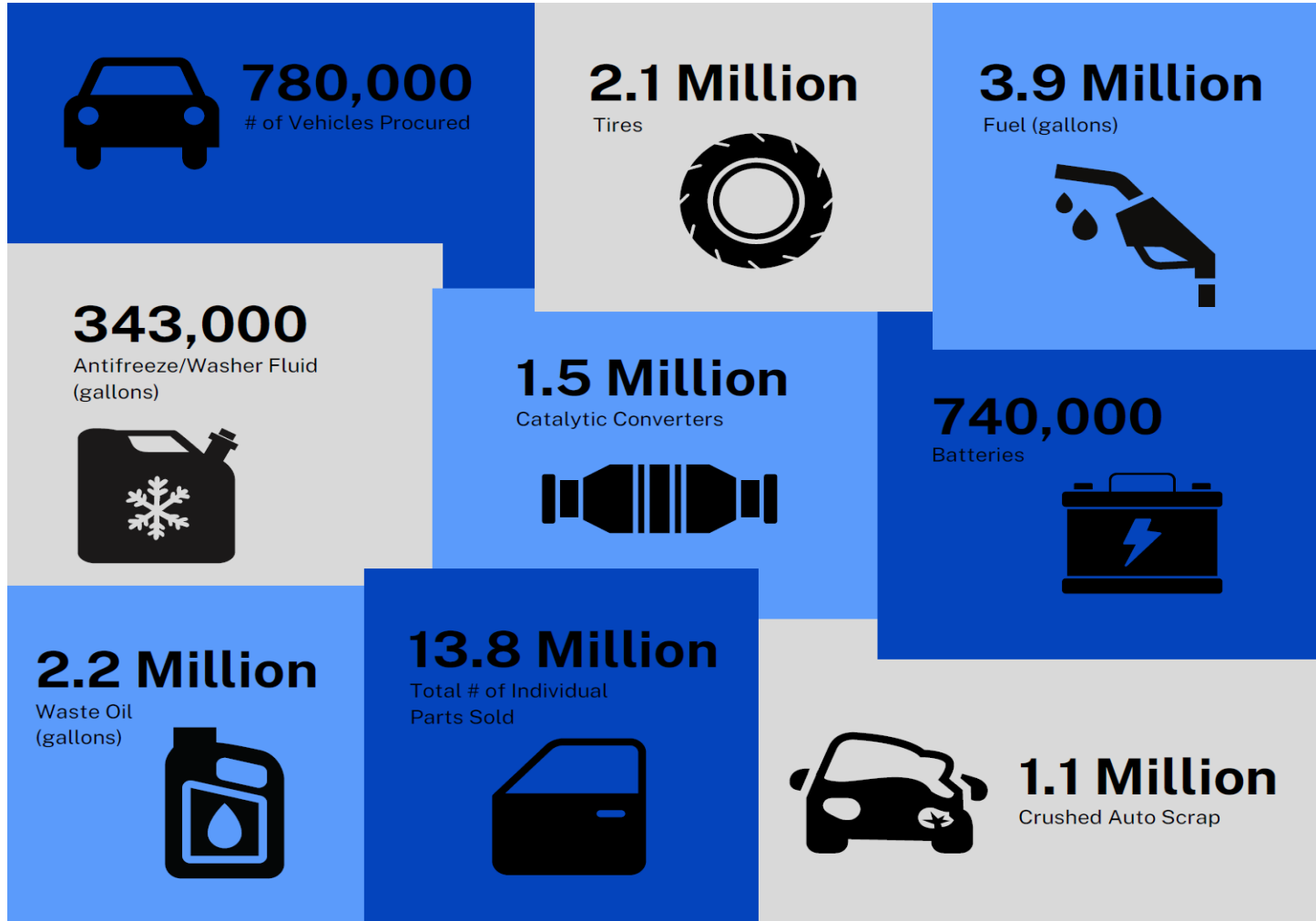
**Sustainable
Supply Chain**



**Community
Support**

Environmental Impact

BY THE NUMBERS: LKQ's 2021 RECYCLING ACHIEVEMENTS



EPA Monitoring at LKQ Facilities

- Standard Storm Water Testing
- Independent Environmental Audits
- Annual Employee Compliance Training at All Locations
- No Smoke, Smell or Excess Noise from Distribution Facilities



LKQ Recycling Achievements

Material	2019	2020	2021
Fuel (gallons)	4.2M	3.9M	3.9M
Tires	2.6M	2.3M	2.1M
Batteries	630,000	658,000	740,000
Waste Oil (gallons)	2.6M	2.3M	2.2M
Aluminum (millions of lbs)	119.9	99.1	97.9
Copper (millions of lbs)	7.9	7.1	6.9
Steel (millions of lbs)	148.6	128.6	123.3

- LKQ's sustainability efforts help decrease the need of metal manufacturers
- As a result, green house gases are significantly reduced and energy is conserved

LKQ Corporate Citizenship

- **Our mission is to build strong partnerships in the communities in which we operate**
 - Local Fire Department Training
 - Recycled Rides
 - LKQ Joseph M. Holsten Scholarship
 - Feeding America (National Foodbank Program across the US)



LKQ Employment in Indiana

City	# of Employees
Plainfield	49
Avon	33
Ft. Wayne	15
Michigan City	13
South Bend	12
Evansville	17
LaPorte	4

- LKQ Lapel will create potentially 70+ jobs after Year 1 of operations
- Average wages are between \$25 - \$40 per hour; 2-3 salaried employees earning near \$90,000. Main employee shift from 7 am – 6 pm.
- Employees receive full benefits and 401k retirement plans

Traffic Impact Analysis (LKQ vs. Industrial Park)

- Lapel Location – 103 acres

	LKQ Facility (133,400 SF)		1,400,000 SF Industrial Park
Type	Trips Per Day (Mon – Fri)	Type	Trips Per Day (Mon - Fri)
Facility Employees (Non-Truck)	70	Facility Employees (Non-Truck)	300
Delivery Box Trucks	25	Delivery Trucks/Vans	80
Tractor Trailers	5	Tractor Trailers (Trailers Stored on Site)	40 (85)
Delivery Service (USPS/FedEx/Amazon)	4	Delivery Service (USPS/FedEx)	40

LKQ On-Site Operations

- **NO PUBLIC ACCESS OR WALK UP CUSTOMERS**
- Nothing stored above 4 feet outside the building
- 8 foot solid panel fence around entire property perimeter
- Extensive landscape buffer and screening
- No smell or excess noise



New LKQ Facility in Denver CO (Completed in 2022)

New LKQ Facility in Salt Lake UT Market (Completed in 2019)



New LKQ Facility in Phoenix AZ Market (Completed in 2018)



Screening



Warehousing



Lapel Distribution Facility

- 133,400 SF Tilt Wall Building
- 103 Acre Site
- \$35M - \$40M Estimated Project Cost
- 60-70 New Jobs Created

PICTURES OF A SIMILAR FACILITY BUILT IN WATKINS, CO





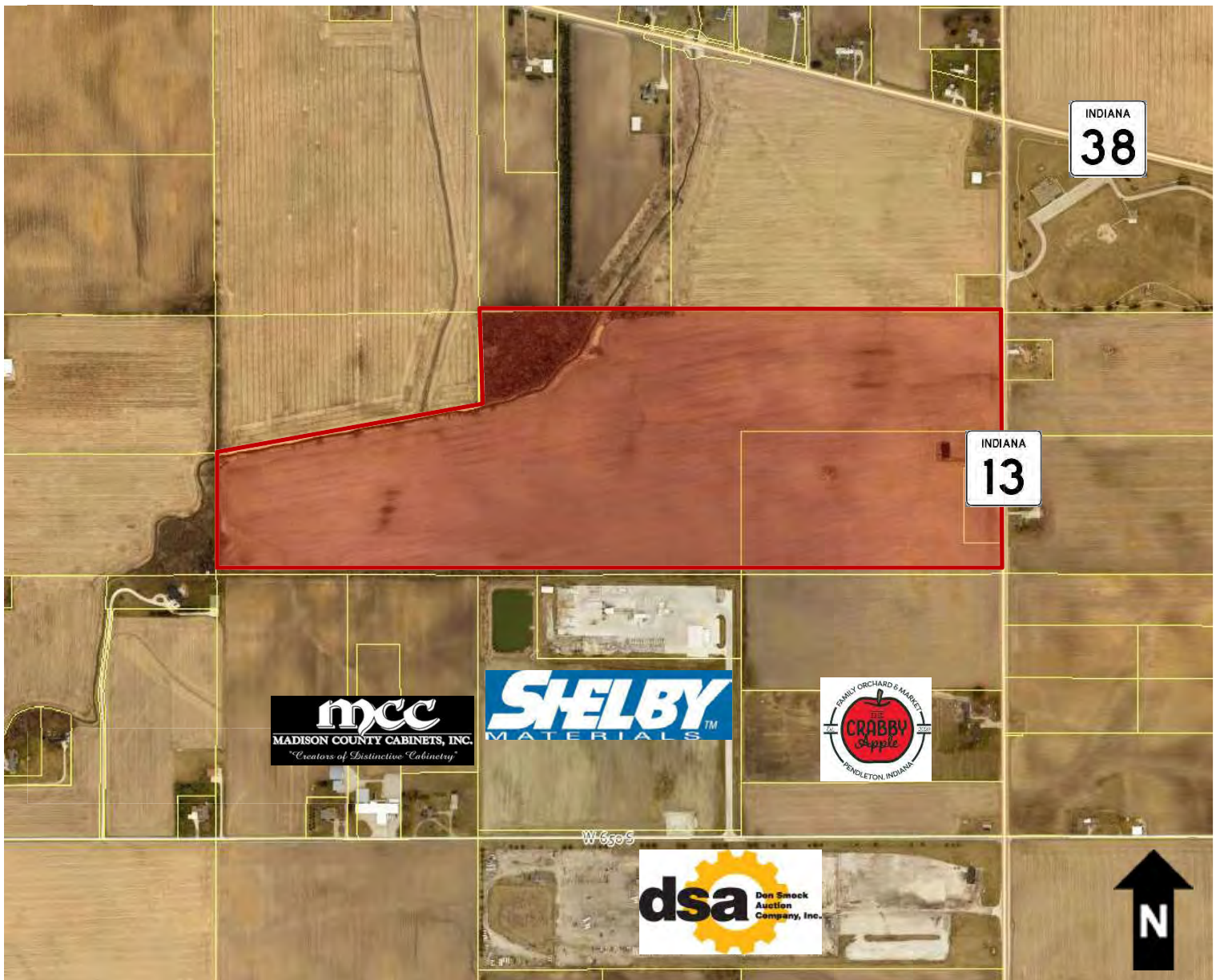
Thank You – Questions?

LKQ Corporation takes pride in working with the community and preserving the environment.

LKQ has been credited with raising industry standards and continues to set itself apart by partnering with local businesses and demonstrating its stewardship of making the necessary investments in not only its business, but also within the communities it serves.

Lapel Wilson Property Overview

<https://www.google.com/maps/place/40%C2%B000'55.5%22N+85%C2%B050'36.4%22W/@40.015428,-85.843449,855m/data=!3m1!1e3!4m4!3m3!8m2!3d40.015428!4d-85.843449>





**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company National Commercial Services
Issuing Office: 30 North La Salle, Suite 2700, Chicago, IL 60602-3847
Issuing Office's ALTA® Registry ID: 0000939 Escrow Officer/Assistant: April Muiser /
Commitment Number: NCS-1176301-CHI2 Phone: /
Issuing Office File Number: NCS-1176301-CHI2 Email: amuiser@firstam.com /
Property Address: 6199 West Pendleton Avenue, Title Officer/Assistant: /
Lapel, IN
Revision Number: Phone: /
Email: /

SCHEDULE A

1. Commitment Date: April 17, 2023 at 7:30 AM
2. Policy to be issued:
 - a. ALTA® Extended Owner's Policy
Proposed Insured: LKQ Midwest, Inc., a Delaware corporation
Proposed Amount of Insurance: \$60,000.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Extended Loan Policy
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, [at the Commitment Date, vested in:](#)

Carolyn L Wilson, by virtue of deeds recorded as Instrument Nos. 6282 in [Book 635 Page 211, 2018R007367](#) and [2018R007368](#)
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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Commitment No. NCS-1176301-CHI2

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
3. Pay us the premiums, fees and charges for the Policy.
4. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed.
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exception.
6. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
7. NEW CONSTRUCTION : You must advise us if construction has taken place on the Land within the past ninety (90) days, or constructions is being contemplated or will occur on the property – additional information will be required before waiving or adding construction related coverages.
8. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
9. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
10. **Note:** Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's

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fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.

11. **Note:** Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
12. You must supply the Company with the written approval from the Office of the County Auditor and from appropriate Planning/Zoning Department when the transaction being insured will create a split/change of the current tax parcel legal description. The approval should state if prior to the deed being accepted for recording and for transfer of tax ownership whether any other action must be completed to the satisfaction of the governmental entity. The Company reserves the right to make further requirements and/or exceptions based on examination of the same.
13. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.
14. Submit to the Company a Resolution by the Board of Directors or Shareholders of LKQ Midwest, Inc., authorizing the mortgage and directing the proper officers to execute the mortgage on behalf of the Corporation.
15. Submit to the Company documentary evidence issued by the appropriate office in its state of domicile that LKQ Midwest, Inc. is a duly registered legal entity in good standing.
16. It is indicated that Robert L. Wilson, who held title to the land with Carolyn L Wilson as husband and wife, is deceased. We require the recording of satisfactory evidence of the continuance of the marital relationship between them from the date they acquired the premises in question by deed dated July 22, 1986 and recorded October 14, 1986 as Instrument No. 6282 in [Book 635 Page 211](#) until the date of death of October 8, 2017.

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Commitment No. NCS-1176301-CHI2

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Part One:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.

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Commitment No. NCS-1176301-CHI2

SCHEDULE B, PART II (Continued)

Exceptions (Continued)

Part Two:

1. Real estate taxes assessed for the year 2022 are a lien and are due in two installments payable May 10 and November 13, 2023:

Assessed in the name of: Wilson Carolyn L
Parcel No.: State ID: 48-15-16-100-001.000-044 (20.64 acres)
Taxing Unit and Code: 044: Lapel Green Township
Land: \$35,700.00
Improvements: \$2,900.00
Exemptions: \$0.00
First installment of: \$388.61, unpaid
Second installment of: \$388.61, unpaid

a. 2023 Stanford Baughn 65035 Drain Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$25.80, unpaid. 2nd installment in the amount of \$25.80, unpaid.

(Affects part of the land)

2. Real estate taxes assessed for the year 2022 are a lien and are due in two installments payable May 10 and November 13, 2023:

Assessed in the name of: Wilson Carolyn L
Parcel No.: State ID: 48-15-16-100-003.000-044 (1.50 acres)
Taxing Unit and Code: 044: Lapel Green Township
Land: \$2,800.00
Improvements: \$0.00
Exemptions: \$0.00
First installment of: \$30.52, unpaid
Second installment of: \$30.52, unpaid

a. 2023 Stanford Baughn 65035 Drain Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$13.12, unpaid. 2nd installment in the amount of \$13.12, unpaid.

(Affects remainder of the land)

3. Real Estate Taxes for the year(s) 2023, (payable 2024) are a lien but not yet due and payable.

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4. Transfer On Death Deed by Carolyn L Wilson recorded December 4, 2018 as document [2018R016480](#), and the terms, provisions and conditions contained therein.

(Affects the land and other property)

5. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

6. Rights of the Public, the State of Indiana and the Municipality in and to that part of the land, if any, taken and used for road purposes, including utility rights of way.
7. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
8. The acreage stated in the legal description of the land is for description purposes only. The quantity of the land is not insured.
9. 75 foot right of entry; setback and use restrictions; possible assessments for maintenance and/or reconstruction, and all rights of others entitled to the continued uninterrupted flow of water through the Stanford Baughn 65035 Drain, a legal drain established in accordance with I.C. 36-9-27-33.
10. Existing unrecorded leases, if any, and rights of all parties claiming thereunder.

End of Schedule B

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Commitment No. NCS-1176301-CHI2

EXHIBIT A

The Land referred to herein below is situated in the County of **Madison**, State of **Indiana**, and is described as follows:

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 6 EAST, SAID POINT BEING 746 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER, AND RUNNING THENCE WESTERLY 1,335.1 FEET ON AND ALONG A PROPERTY LINE FENCE TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER, SAID POINT BEING 746.5 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, THENCE NORTHERLY 1,306.35 FEET ON AND ALONG SAID WEST LINE, THENCE EASTERLY 1,334.1 FEET TO A POINT ON SAID EAST LINE OF THE NORTHEAST QUARTER, SAID POINT BEING 607 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 16, THENCE SOUTH 1,305.10 FEET TO THE PLACE OF BEGINNING. CONTAINING IN ALL 40 ACRES, MORE OR LESS;

EXCEPT:

A PARCEL OF GROUND BEING A PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 6 EAST OF THE SECOND PRINCIPAL MERIDIAN, TOWN OF LAPEL, GREEN TOWNSHIP, MADISON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 746.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 59 SECONDS WEST ALONG SAID EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 583.09 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 58 MINUTES 46 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, A DISTANCE OF 1333.58 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 00 MINUTES 24 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, A DISTANCE OF 583.54 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 38 SECONDS EAST, A DISTANCE OF 1333.82 FEET TO THE POINT OF BEGINNING. CONTAINS 17.860 ACRES, MORE OR LESS.

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**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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- 3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements;
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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11. ARBITRATION

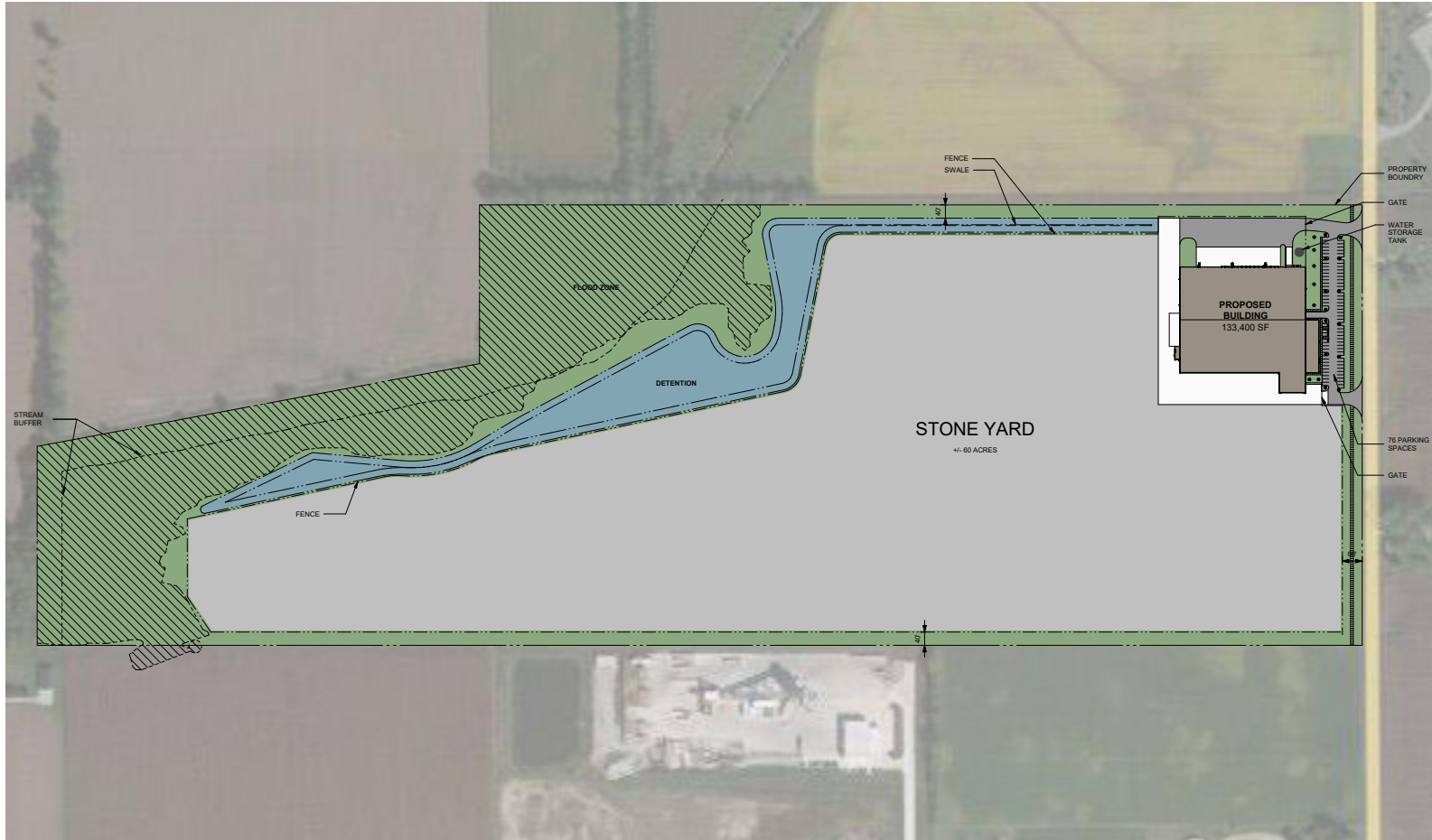
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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EXHIBIT 4. CONCEPT SITE PLAN



DESIGN BUILDER:
ARCO
 DESIGN/BUILD

DESIGNER / ENGINEER:
ADB | DESIGN SERVICES
 ARCHITECTURE | PLANNING | INTERIORS
 2302 WALTER LOOP WEST | SUITE 2000 | HOUSTON, TX 77056

OWNER:


NELSON COMMERCIAL PROPERTIES
 PROJECT TITLE:
LKQ - LAPEL, IN

LKQ

SEAL:
NOT FOR CONSTRUCTION

SUBMITTALS / REVISIONS:

NO.	DATE	DESCRIPTION
1	2023.06.07	SCHEMATIC SET

PROJECT NO.: 19-1700
 DRAWN BY: DFW

SHEET TITLE:
A ARCHITECTURAL SITE PLAN

These plan drawings are the property of the registered Designer / Engineer and may not be copied, reproduced or used without their written permission.

SHEET NO.:

A100

PARKING SCHEDULE

CAR PARKING	HANDICAP PARKING	TRAILER PARKING	FUTURE CAR PARKING	FUTURE TRAILER PARKING
72	4	0	0	0

DISCLAIMER:
 CONCEPTUAL SITE PLAN SUBJECT TO CHANGE
 PENDING FINAL DESIGN COORDINATION AND
 APPROVALS BY THE TOWN OF LAPEL

 1 A100 PRESENTATION SITE PLAN
 SCALE: 1" = 160'-0"

EXHIBIT 5. SITE AND VICINITY PICTURES





EXHIBIT 6.RECOMMENDED LAND USE MAP

Comprehensive Plan Proposed Land Use - Entire Town of Lapel

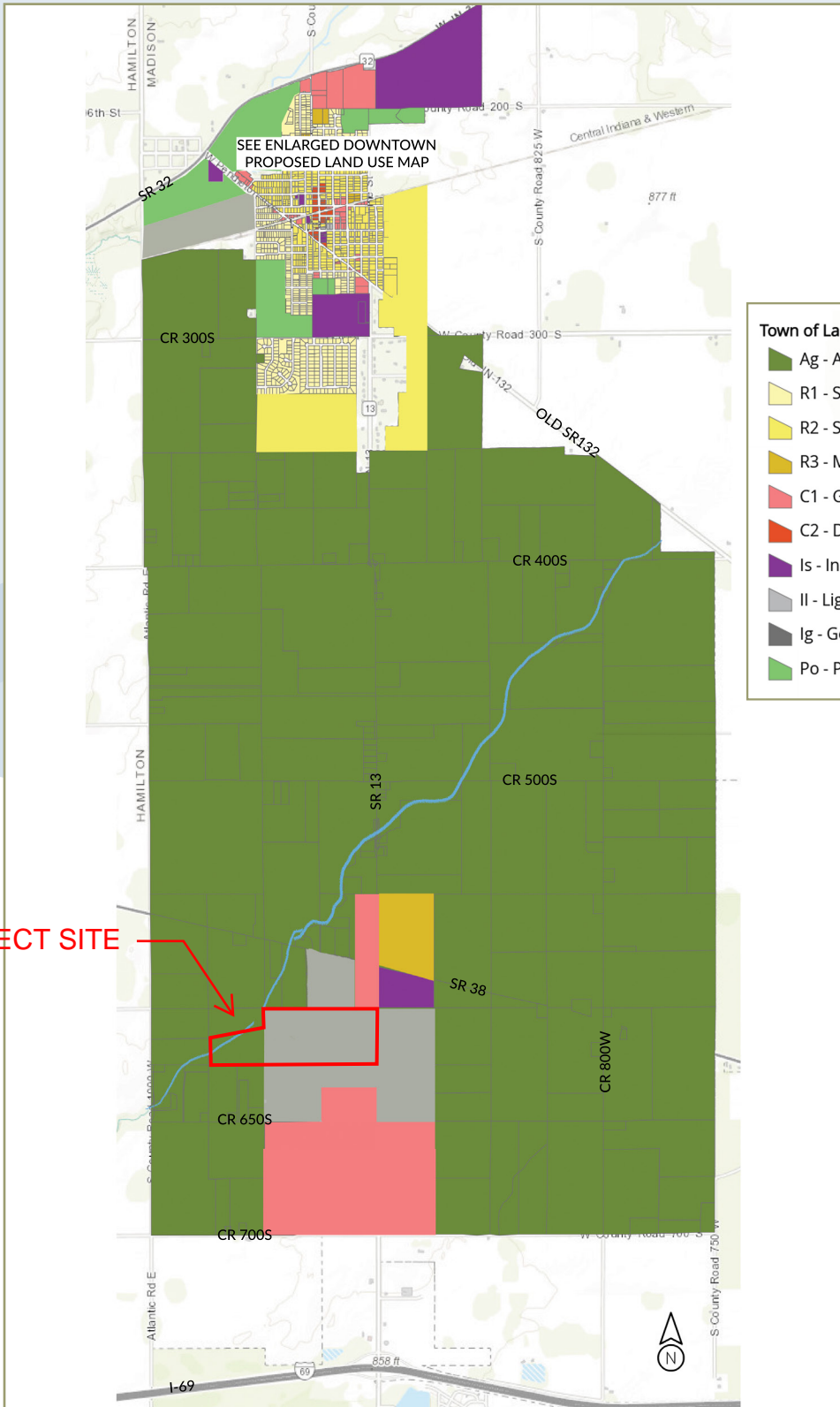
LAND USE

TRANSPORTATION

ECONOMIC DEVELOPMENT

NATURAL RESOURCES

APPENDIX



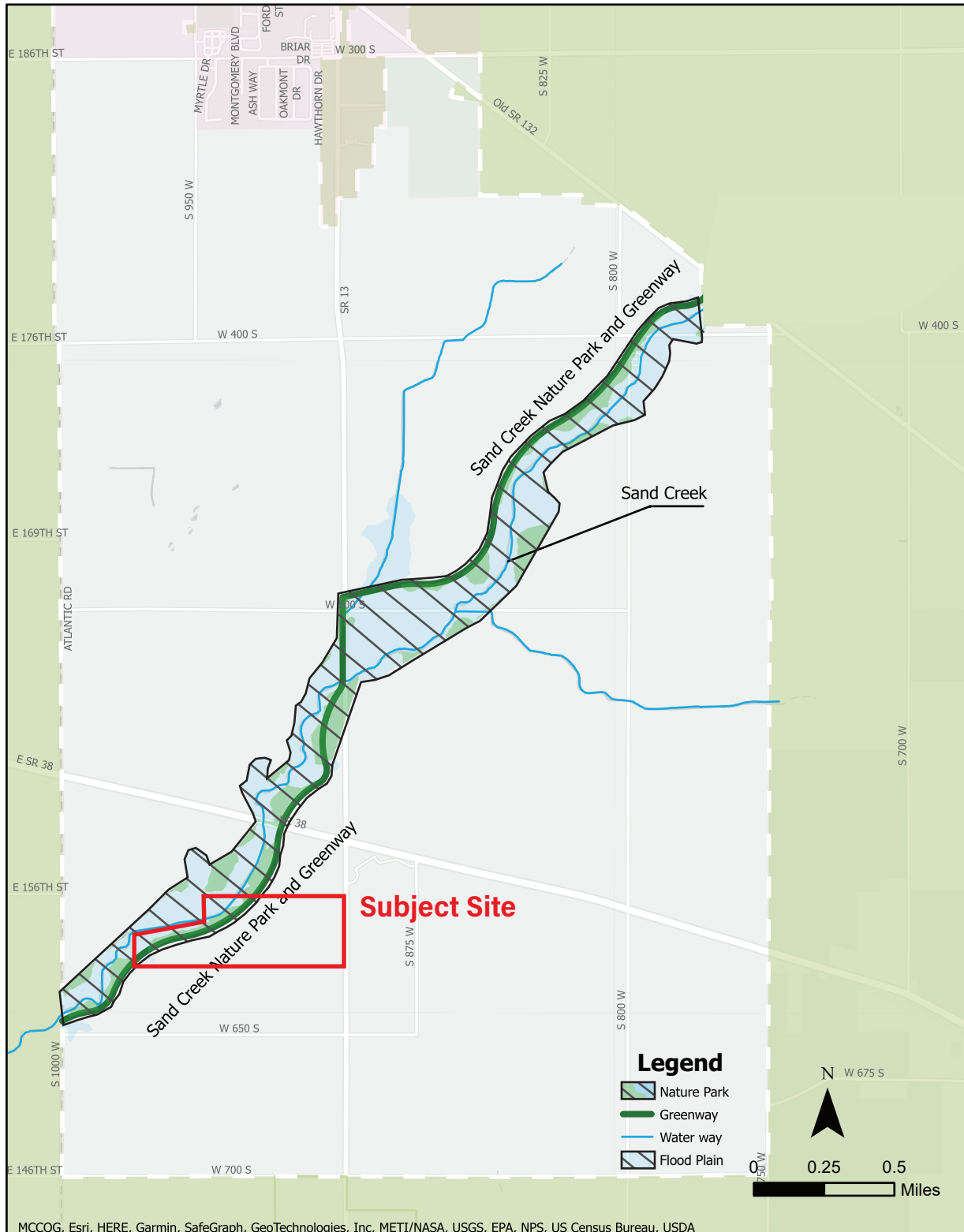
Town of Lapel Zoning

- Ag - Agriculture
- R1 - Single Family Residential: Suburban Neighborhood
- R2 - Single Family Residential: Traditional Neighborhood
- R3 - Multi-Family Residential
- C1 - General Commercial
- C2 - Downtown Commercial
- Is - Institutional and Social
- Ii - Light Industrial
- Ig - General Industrial
- Po - Parks and Open Space

SUBJECT SITE

EXHIBIT 7. Lapel Parks Master Plan

Sand Creek Nature Park & Greenway



MCCOG, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Lapel Nature Park & Sand Creek Greenway

EXHIBIT 8. Indiana Clean Yard Award Businesses

Car Recyclers

13685 N SR13, North Manchester, IN 46962



Pull-A-Part

2505 Producers LN, Indianapolis IN 46218



Pull-A-Part

2505 Producers LN, Indianapolis IN 46218



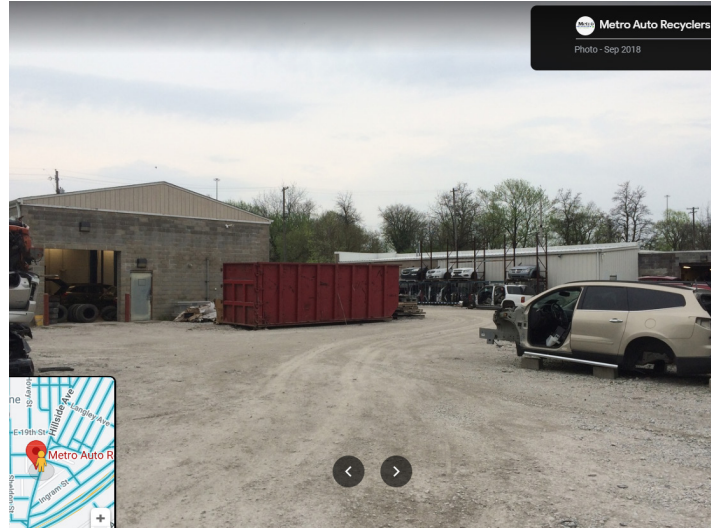
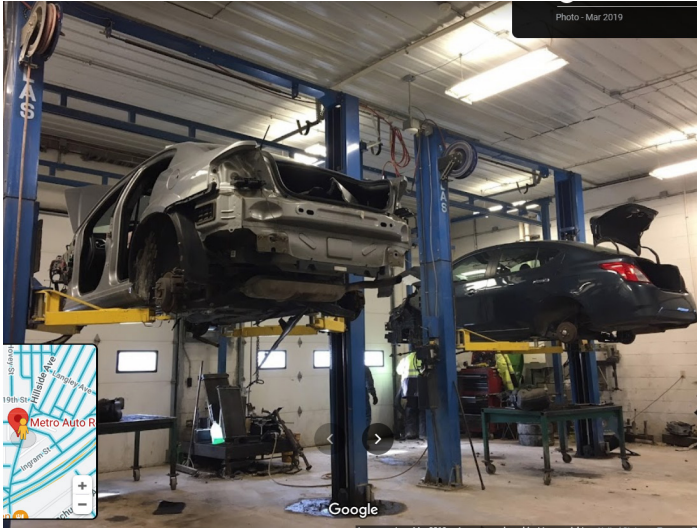
Metro Auto Recyclers

1724 Roosevelt Avenue, Indianapolis, IN 46218



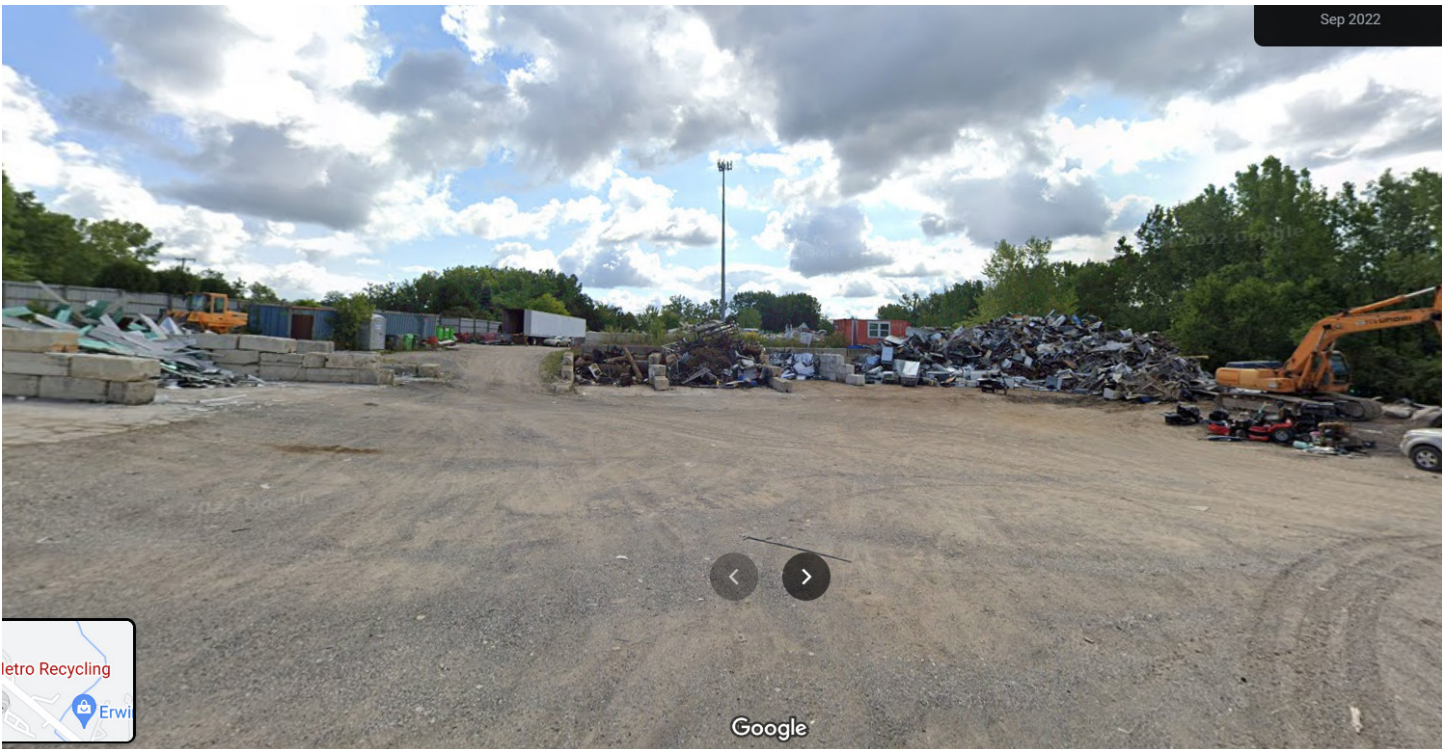
Metro Auto Recyclers

1724 Roosevelt Avenue, Indianapolis, IN 46218



Metro Auto Recyclers

2155 W. Lincoln way, Valparaiso, IN 46385



Metro Auto Recyclers

2155 W. Lincoln way, Valparaiso, IN 46385

