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This document was prepared by
and after recording should be
returned to:

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BP America Inc.
28301 Ferry Road, MC 2W
Warrenville, Illinois 60555

2002 059297

2002 JUL 2 AM 9:45

MORRIS W. BARTER
RECORDER

FILED

JUL 2 2002

PETER BENJAMIN
LAKE COUNTY AUDITOR

NOTICE AND DECLARATION

OF

RESTRICTIONS AND COVENANTS

70318

THIS NOTICE AND DECLARATION OF USE RESTRICTIONS AND
AFFIRMATIVE COVENANTS (this "Declaration") is made effective as of this 20th day of
June, 2002, by BP Products North America Inc., a Maryland Corporation, f/k/a Amoco Oil
Company (hereinafter "BP").

TAKE NOTICE that this real property is adjacent to property which was used for
the research and development of petroleum products. The property is regulated by the Indiana
Department of Environmental Management ("IDEM"). Documentation regarding environmental
conditions is on file with IDEM in Indianapolis, Indiana. Exposure to certain petroleum
constituents are known to cause illness, such as cancer. BP has determined that certain
covenants and restrictions regarding the use of that certain real property described on Exhibit A
attached hereto and by this reference incorporated herein (the "Property") are desired for the
purpose of protecting the public health and the environment, and to prevent interference with the
performance and maintenance of any actual or potential response and/or corrective actions
required by the IDEM, the United States Environmental Protection Agency ("U.S. EPA"), and
any other governmental agencies having jurisdiction over the Property.

FURTHER TAKE NOTICE that BP is the owner of the Property and hereby
imposes the following covenants and restrictions on the Property:

1. **Groundwater Use and Water Discharge Restriction.** No water wells,
either for potable or other use, with the exception of remediation, monitoring, or
investigation wells, shall be installed on any part of the Property. Notwithstanding the
foregoing, no party shall install remediation or monitoring wells without the prior written
consent of BP. In no event shall any groundwater under the Property be used as a potable
supply of water. All water discharged on the Property shall be directed and discharged at
locations and rates as provided by all applicable permits.

6/24/2002Lost Marsh CCRs.doc

OTIC has made an accommodation recording of
the instrument. We have made no examination
of the instrument or the land affected.

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2. **Residential Use Restriction.** The Property shall not be used for Residential Use or any other use having residential exposure. The Property shall be used solely and exclusively for wetlands and animal habitat.

3. **Soil/Groundwater Handling Restrictions.** The Property shall not be used for any purpose that requires or involves any excavation into or through or disposal of the ground surface or groundwater, except in accordance with conditions set forth by IDEM and BP

4. **Specific Use Restrictions.** Any use of the Property must be protective of human health and the environment and shall be used for wetlands and animal habitat. The Property, including the vegetation, soils and hydrology shall remain in a natural condition, with no filling, dredging, or other modification or development of the soils or altering of the hydrology, except as set forth in Section 6(iii) below.

5. **Other Use Restrictions.**

(i) The Property shall not be used for any purpose that requires or involves the use, generation, storage, transportation, or disposal of any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal, state or local laws, rules, ordinances or regulations.

(ii) The Property shall not be used for any purpose that may cause or result in a violation of any federal, state, or local laws, ordinances or regulations.

(iii) The Property shall not be used for any purpose that is determined to create, cause, or result in risks to human health or the environment as determined by IDEM, U.S. EPA or any other governmental agency having jurisdiction over the Property.

(iv) The Property shall not be used for any purpose not contemplated in a permit, final remediation plan or other applicable agreement or document, or decree or order, or for any purpose that interferes with the implementation or completion of any corrective and/or response actions required thereby.

(v) The Property shall not be used for any purpose that may add to any contamination on or under the Property, or that could delay or increase the cost of any investigation, clean up or remediation of any contamination on or under the Property.

6. **Certain Environmental Covenants.** All future owners of the Property ("Future Owners") agree to cooperate with BP in obtaining environmental site closure at the Property and/or conducting corrective or response actions at the Property if deemed necessary by BP, including, without limitation, the following:

(i) Executing all documentation necessary to obtain environmental site closure at the Property using risk-based corrective action, including but not limited to an Environmental Land Use Control. In the event any Future Owner fails or refuses to sign such documentation, or should any Future Owner be unavailable to sign such documentation, any such Future Owner hereby irrevocably appoints any Environmental Business Manager of BP (or any successor corporation thereto), as its attorney-in-fact to sign and execute such documentation for and on behalf of such Future Owner.

(ii) Authorizing BP to record one or more "No Further Action Letters," or similar letters, against the Property, if and when the same is/are obtained by BP from IDEM, U.S. EPA or any other governmental agency with jurisdiction over the Property, and complying with the terms of such "No Further Action Letters."

(iii) Granting BP and IDEM continued access to enter the Property upon reasonable notice to inspect, monitor, test and/or take correction action, including, without limitation, the installation of groundwater monitoring wells and conducting other borings, as BP and/or IDEM, U.S. EPA or any other governmental agency with jurisdiction over the Property deem necessary at times and locations mutually agreeable to BP and such future owner.

(iv) Agreeing to comply with any other orders, permits, covenants or restrictions on the Property which are required by IDEM, U.S. EPA or any other federal, state or local governmental agency with jurisdiction over the Property in order to obtain one or more "No Further Action Letters" or in order to otherwise protect public health and the environment.

7. **Binding Effect; Successors and Assigns; Invalidity.** The covenants, restrictions and agreements contained herein shall constitute covenants running with the land in perpetuity, and shall benefit and be enforceable by BP (and its successors and assigns) as an owner, operator or lessee of lands in Lake County, Indiana against: (i) the Property; (ii) all future owners of the Property, their heirs, successors and assigns (including, without limitation, all successors in title to the Property); (iii) all current and future lessees, sublessees, licensees and other occupants of the Property; and (iv) all invitees, guests, agents, employees or persons acting under the control or direction of any person or entity described in the foregoing provisions (ii) and (iii). Any person or entity, by taking title or any possessory interest in and to the Property (or otherwise succeeding, directly or indirectly, to BP's right, title or interest in or to the Property), shall be conclusively deemed to have agreed to and accepted each and all of the terms, provisions and conditions contained herein, and to have agreed to be bound thereby. If any of the covenants, restrictions or agreements contained herein shall be unlawful, void or voidable for violation of any statutory or common law rule(s) or regulation(s) imposing time limits, then any such covenants, restrictions and agreements shall continue only for the longest period permitted under such statutory or common law rule(s) or regulation(s). If any term, provision, condition, covenant or restriction contained herein shall, to any extent, be invalid or unenforceable, the remainder of this document (or the application of such term, provision, condition, covenant or restriction to persons or circumstances other

subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Ashok K. Shawa, he/she signed and delivered such instrument pursuant to authority given by the Board of Directors of such corporation, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 28th day of June, 2002

Linda Marlow
Notary Public

My Commission Expires: 12/5/03



Exhibit A

The Property

That certain real property commonly known as the Lost Marsh and as more particularly described as follows:

Lots 1 to 4, both inclusive, and Lots 7 to 46, both inclusive, Block 4, in Wilcox First Addition, as per plat thereof, recorded in Plat Book 2, page 51 in the Office of the Recorder of Lake County, Indiana.

P.I.N.: 36-0348-0001

