

6

QUIT CLAIM DEED

The indenture witnesseth that City of Gary, Indiana of Lake County, Indiana
Coveys and Quit Claims to GENESIS PATHWAY FOUNDATION, 16023

Lincoln Avenue City of Harvey, in the County of Cook, of the

State of IL, for and in consideration of Five Dollars, \$5.00 the receipt

whereof if hereby acknowledge, the following Real Estate in Lake County in the State of
Indiana, to-wit:

See Exhibit A

This conveyance is subject to the following conditions:

1. Taxes for the year 2007 due and payable in 2008, shall be prorated as of the date of recording the deed. ~~Buyer to assume all subsequent taxes.~~
2. Easements and restrictions of record;
3. The terms of a certain Land Transfer Agreement dated the 28th day of Nov., 2007 and recorded at the Lake County Recorder's Office.

IN WITNESS WHEREOF, the said City of Gary, Indiana by its BOARD OF PUBLIC WORKS AND SAFETY has hereunto set their hand and seal this 28th day of Nov., 2007.

Date: 11/28/07

By: Deborah B. Tourant
President

Date: 11/28/07

By: M. Celita Green
Vice President

Date: 11/28/07

By: Janet R. Blawie
Secretary

This Agreement, having been reviewed, the action of the Board of Works and Safety for the City of Gary is entering and executing the same is APPROVED.

Date: 11/28/07

By: PEGGY HOLINGA KATONA
MAYOR RUDOLPH CLAY

2007 0939900

STATE OF INDIANA
LAKE COUNTY
FILED
NOV 28 2007
11:25:57
MICHAEL A. BROWN
RECORDER

NOV 28 2007
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

023905

27197
G 27197



STATE OF INDIANA
COUNTY OF LAKE

SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 28TH day of NOVEMBER 2007, personally appeared: GENESIS PATHWAY FOUNDATION and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed by official seal.

My Commission expires: 9-28-09
Resident of Lake County

Signature Daryl Efo
Printed DARYL E. JAMES
Notary Public

This instrument prepared by Gilbert King, Jr., Commission Attorney for the Department of Redevelopment.

Attorney Identification No. 5201-45

DARYL E. JAMES
Notary Public Seal
State of Indiana, Lake County
My Commission Expires 09/28/09



Land Transfer Agreement

This Land Transfer Agreement is entered into between the City of Gary, Indiana (Grantor) and Genesis Pathway Foundation, (Grantee) on the 28th day of November, 2007.

WHEREAS, The City of Gary owns certain real property and improvements commonly described as:

Common Address: 461 Broadway, Gary, IN
Key No. (25) 44-0106-0014 (Improvement on leased ground)
Key No. (25) 44-0106-0006 (Land)

Lots 11 to 17, both inclusive and the South 5 feet of Lot 36 and all of Lots 37 to 42, both inclusive and that part of vacated Alley 1 East which adjoins said lots and fractional lot in Block 106, in Gary Land Company's First Subdivision, in the City of Gary, as per plat thereof, recorded in Plat book 6 Page 15, in the Office of the Recorder of Lake County, Indiana and more particularly described as: Beginning at a point (cross in sidewalk) in the East line of Broadway and the North line of vacated 4th place, said point being 380 feet Northerly and 50 feet Easterly of the intersection of the center lines of 5th Avenue and Broadway; thence Easterly along the North line of vacated 4th Place (said line being parallel to the South line of 4th Avenue) a distance of 280 to a point in the West line of Massachusetts Street (cross in sidewalk); thence Southerly a distance of 185 feet along said West line to a point, (cross in sidewalk) said point being in the North line of Alley 4B South; thence Westerly along the North line of Alley 4B South a distance of 280 feet to a point on the East line of Broadway; which point is 155 feet Northerly of the North line of 5th Avenue measured along the East line of Broadway; thence Northerly along said East line a distance of 185 feet to the point of beginning, all in the Northwest $\frac{1}{4}$ of Section 3, Township 36 North, Range 8 West of the 2nd Principal Meridian, in the City of Gary, Indiana

WHEREAS, the City of Gary and Genesis Pathway Foundation, have agreed to transfer the above mentioned property and improvements so that certain development which is the subject of a development agreement can take place,

In consideration of mutual promises, the parties stipulate and agree as follows:

1. Grantee agrees and covenants with himself, his successors and assigns to demolish, rehabilitate, construct, develop in accordance with the development agreement, which is incorporated herein by reference. See Exhibit B.

2. That such demolition, rehabilitation, construction and development shall commence within twelve months of the date of this conveyance and that same shall be substantially completed within thirty six (36) months.

3. Substantial completion shall be deemed to have occurred when the architect or construction supervisor delivers to the City a certificate of substantial completion certifying that the work has been substantially completed in accordance with the Plans and Specifications approved by the City and agreed to in the development agreement and a certificate of occupancy has been issued by the applicable governmental authority.

4. Grantee shall pay all real estate taxes or assessments on the property hereby conveyed or any part thereof when due and shall not place thereon any encumbrances or lien other than for temporary and permanent financing of construction of said improvements, and shall not suffer any levy or attachment to be made on said property.

5. These conditions and conveyances shall run with the land including all structure that's attached and shall remain in full force and effect until a Certificate of Completion shall have been issued to Grantee and recorded in the Recorder's Office of Lake County, Indiana.

6. The herein described property shall not be assigned prior to the issuance of the Certificate of Completion except that Grantee shall be permitted to enter into any assignment necessary to secure the financing for the development of the Property upon prior written consent of the grantor.

7. In the event Grantee, his successors or assigns, shall breach or shall be in default or violation of any of the covenants hereinabove set forth, the Grantor, shall provide Grantee with written notice requiring Grantee to cure and default or violation of the covenants within 30 days of such notice. If the cure cannot be effectuated within 30 days, then Grantee shall commence the cure within 30 days

and shall diligently pursue completion of cure. If Grantee has not completed the cure within the timeframe set forth above, then at Grantor's option, Grantor may declare all rights in and to said property forfeited and title to same shall revert to Grantor and Grantor shall have the right to re-enter and take possession of same.

Dated: 11/28/07

Genevieve B. Toussaint
City of Gary, Board of Works and
Public Safety

M. Celita Brea

Donald L. Cannon

Dated: 11-28-07

Document is
NOT OFFICIAL
This Document is the property of
the Lake County Recorder!

Genesis Pathway Foundation, Inc.

Dated: 11/28/07

Rudy Clay
Rudy Clay, Mayor
City of Gary



SCHEDULE A

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