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MICHAEL B. BROWN
RECORDER

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT is made this 15th
day of March, 2013, by Boys & Girls Club of Northwest Indiana
("Owner").

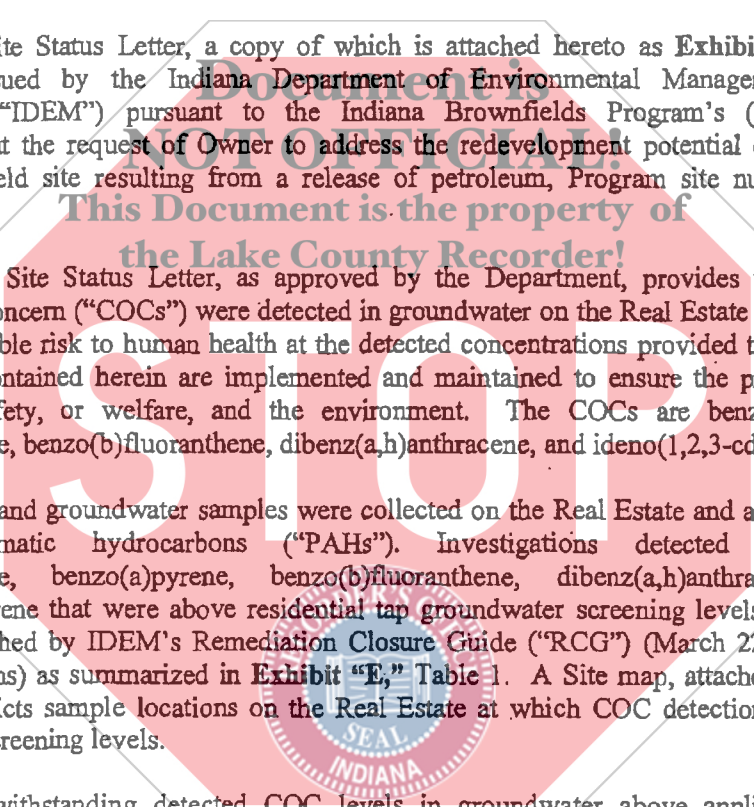
WHEREAS: Owner is the fee owner of certain real estate in the County of Lake, Indiana, which is located at 2700 West 19th Avenue in Gary and more particularly described in the attached Exhibit "A" ("Real Estate"), which is hereby incorporated and made a part hereof. The Real Estate was acquired by deed on 12/14/2011, and recorded on 04/23/2012, as Deed Record # 2012-026830, in the Office of the Recorder of Lake County, Indiana. The Real Estate consists of approximately 16 acres and is also identified by the county by parcel identification numbers #45-08-08-306-005.000-004, #45-08-08-306-004.000-004, #45-08-08-306-006.000-004, #45-08-08-306-002.000-004, #45-08-08-306-001.000-004, #45-08-08-306-003.000-004, #45-08-08-306-007.000-004, #45-08-08-306-008.000-004, #45-08-08-306-009.000-004, #45-08-08-306-010.000-004, and #45-08-08-303-001.000-004. The Real Estate to which this Covenant applies is depicted on a map attached hereto as Exhibit "B."

WHEREAS: A Site Status Letter, a copy of which is attached hereto as Exhibit "C," was prepared and issued by the Indiana Department of Environmental Management ("the Department" or "IDEM") pursuant to the Indiana Brownfields Program's ("Program") recommendation at the request of Owner to address the redevelopment potential of the Real Estate, a brownfield site resulting from a release of petroleum, Program site number BFD #4120103.

WHEREAS: The Site Status Letter, as approved by the Department, provides that certain contaminants of concern ("COCs") were detected in groundwater on the Real Estate but will not pose an unacceptable risk to human health at the detected concentrations provided that the land use restrictions contained herein are implemented and maintained to ensure the protection of public health, safety, or welfare, and the environment. The COCs are benzo(a)pyrene, benzo(a)anthracene, benzo(b)fluoranthene, dibenz(a,h)anthracene, and ideno(1,2,3-cd)pyrene

WHEREAS: Soil and groundwater samples were collected on the Real Estate and analyzed for, polynuclear aromatic hydrocarbons ("PAHs"). Investigations detected levels of benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenz(a,h)anthracene, and ideno(1,2,3-cd)pyrene that were above residential tap groundwater screening levels ("Res Tap GWSLs") established by IDEM's Remediation Closure Guide ("RCG") (March 22, 2012 and applicable revisions) as summarized in Exhibit "E," Table 1. A Site map, attached hereto as Exhibit "D," depicts sample locations on the Real Estate at which COC detections exceeded applicable RCG screening levels.

WHEREAS: Notwithstanding detected COC levels in groundwater above applicable RCG closure levels, IDEM approved non-default commercial/industrial closure of environmental conditions on the Real Estate under the IDEM RCG because 1) no contaminants were detected in soil on the Real Estate above laboratory detection limits or their respective RCG residential soil



**FIDELITY NATIONAL
TITLE COMPANY**

92013-0687

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MAR 22 2013

**PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR**

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exposure direct contact screening levels; 2) the potential exposure pathway to the benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenz(a,h)anthracene, and ideno(1,2,3-cd)pyrene contamination in groundwater can be eliminated through the land use controls discussed in Section I.1 below, the fact that drinking water is supplied to the Real Estate by the local municipality, and City of Gary Ordinance No. 7930, which prohibits the use and installation of potable water wells; and, 3) none of the detected levels of COCs exceeded their respective RCG residential groundwater vapor intrusion screening levels. IDEM has determined based on available data that environmental conditions on the Real Estate present no current threat to human health or the environment.

WHEREAS: Environmental reports and other documents related to the Real Estate are hereby incorporated by reference and may be examined at the Public File Room of the Department, which is located in the Indiana Government Center North at 100 N. Senate Avenue, 12th Floor East, Indianapolis, Indiana. The documents may also be viewed electronically by searching the Department's Virtual File Cabinet on the Web at: <http://www.in.gov/idem/4101.htm>.

NOW THEREFORE, the Boys & Girls Club of Northwest Indiana, subjects the Real Estate to the following restrictions and provisions, which shall be binding on the Boys & Girls Club of Northwest Indiana and all future owners:

I. RESTRICTIONS

1. Restrictions. The Owner:

- (a) Shall not use or allow the use or extraction of groundwater at the Real Estate for any purpose, including, but not limited to, human or animal consumption, gardening, industrial processes, or agriculture, without prior Department approval, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.

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 or 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 all or any part of the Real Estate by any person shall limit 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 determining whether the land use restrictions set forth in paragraph 1 above are being properly maintained (and operated, if applicable) in a manner that ensures the protection of public health, safety, or welfare and the environment. This right of entry includes the right to take samples, monitor compliance with the remediation work plan (if applicable), 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 LAKE 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, and (b) if the instrument has been recorded, its recording reference(s), 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 the Department 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, the Department 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 contaminants of concern on the Real Estate 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 Lake County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

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 from complying 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:
Thomas Trakas
Boys & Girls Club of Northwest
Indiana
839 Broadway Avenue, 3rd Floor
Gary, Indiana 46402

To Department:
Indiana Brownfields Program
100 N. Senate Avenue, Rm. 1275
Indianapolis, IN, 46204
ATTN: John Morris

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

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, Boys & Girls Club of Northwest Indiana, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 15th day of March, 2013.


Boys & Girls Club of Northwest Indiana
J. Michael Baird, Interim Director

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

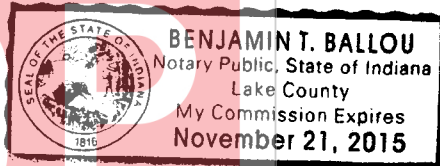
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. Michael Baird, the Interim Director of the Owner, Boys & Girls Club of Northwest Indiana who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 15th day of March, 2013.

Document is NOT OFFICIAL!

Benjamin T. Ballou, Notary Public
This Document is the property of the Lake County Recorder!
Residing in Lake County, Indiana

My Commission Expires:
November 21, 2015

This instrument prepared by: Attorney Benjamin T. Ballou
Hodges & Davis, P.C.
8700 Broadway
Merrillville, IN 46410



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.

 (Printed Name of Declarant)

EXHIBIT A

Warranty Deed of the Real Estate



COPY
Kathy Kappan

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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2012 026830

2012 APR 23 AM 10: 15

MAIL TAX BILLS TO: Boys & Girls Clubs of
Northwest Indiana, Inc.
GRANTEE'S ADDRESS: 839 Broadway, 3rd Floor
Gary, IN 46402

MAN
PARCEL NOS. 45-08-08-306-005.000-004 -
45-08-08-306-006.000-004 -
45-08-08-306-004.000-004 -
45-08-08-306-006.000-004 -
45-08-08-306-002.000-004 -
45-08-08-306-001.000-004 -
45-08-08-306-003.000-004 -
45-08-08-306-007.000-004 -
45-08-08-306-008.000-004 -
45-08-08-306-009.000-004 -
45-08-08-306-010.000-004 -
45-08-08-303.001.000-004 -
45-08-08-306-002.000-004 -
45-08-08-306-003.000-004 -

WARRANTY DEED

This indenture witnesseth that GARY COMMUNITY SCHOOL CORPORATION f/k/a SCHOOL CITY OF GARY ("Grantor"), of Lake County in the State of Indiana,

Conveys and warrants to BOYS & GIRLS CLUBS OF INDIANA, INC., an Indiana nonprofit corporation, of Lake County in the State of Indiana

for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the following Real Estate in Lake County in the State of Indiana, to-wit:

SEE "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Subject to:

COMMONLY KNOWN AS 2700 West 19th Avenue, Gary, Indiana 46405

1. All easements, covenants, assessments and restrictions now of record.
2. All real estate taxes currently due and payable and all subsequent real estate taxes which become due and payable.
3. Subject also to all zoning laws and other restrictions, regulations, ordinances, or statutes of any governmental authority applicable to the above property.

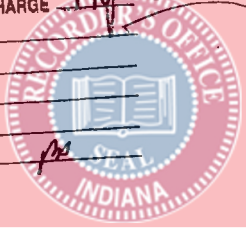
FIDELITY CP 920110674

FIDELITY NATIONAL
TITLE COMPANY
92011-0674

AMOUNT \$ 22-
CASH _____ CHARGE FV 022391
CHECK # _____
OVERAGE _____
COPY _____
NON - COM _____
CLERK _____

DULY ENTERED FOR TAXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER

APR 23 2012
DULY ENTERED FOR TAXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR



MAR 08 2013

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

MICHAEL J. HORN
RECORDER

2013 MAR 11 AM 9:06


STATE OF INDIANA
LAKE COUNTY
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This deed is being re-recorded to correct the legal description for Parcel 9.

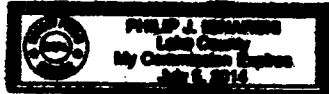
STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of December, 2011, personally appeared GARY COMMUNITY SCHOOL CORPORATION f/k/a SCHOOL CITY OF GARY, by Darren L. Washington its President, and Barbara D. Leeks, its Secretary, who acknowledged the execution of the foregoing deed for and on behalf of said Grantor.

WITNESS my hand and Notarial Seal.


Philip S. Igmarski, Notary Public
Resident of Lake County

My Commission Expires:
7-5-2014



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.

Document is NOT OFFICIAL!

Benjamin T. Ballou

This instrument prepared by Benjamin T. Ballou, Attorney at Law
8700 Broadway, Merrillville, Indiana 46410

73372.3
13,255-72



The undersigned persons executing this Deed on behalf of Grantor represents and certifies that the undersigned has been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this Deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

Dated this 14th day of December, 2011.

GARY COMMUNITY SCHOOL CORPORATION
F/K/A SCHOOL CITY OF GARY

By: Darren L. Washington

Printed Name: Darren L. Washington

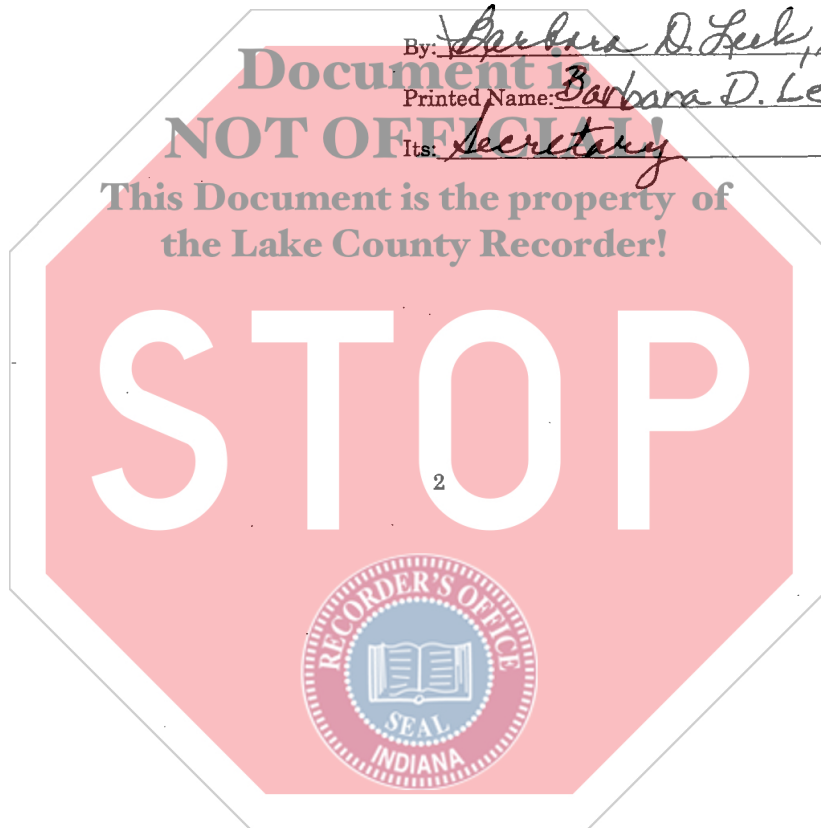
Its: President.

and

By: Barbara D. Leek, Secretary

Printed Name: Barbara D. Leek

Its: Secretary



No: 920110674

LEGAL DESCRIPTION

Parcel 4: Lots 1 to 10, both inclusive in Block 1 in The Tolleston Park Subdivision, as per plat thereof, recorded in Plat Book 2 page 46, in the Office of the Recorder of Lake County, Indiana.

Parcel 5: Lots 11 to 32, both inclusive in Block 1 in The Tolleston Park Subdivision, as per plat thereof, recorded in Plat Book 2 page 46, in the Office of the Recorder of Lake County, Indiana., together with the vacated streets and alleys lying adjacent to said lots.

Parcel 6: Lot 1 to 32, both inclusive in Block 2 in The Tolleston Park Subdivision, as per plat thereof, recorded in Plat Book 2 page 46, together with the vacated streets and alleys lying adjacent to said Lots.

Parcel 7: Lots 1 to 32, both inclusive in Block 5 in The Tolleston Park Subdivision, as per plat thereof, recorded in Plat Book 2 page 46, together with the vacated streets and alleys lying adjacent to said Lots.

Parcel 8: Lots 1 to 32, both inclusive in Block 6 in The Tolleston Park Subdivision, as per plat thereof, recorded in Plat Book 2 page 46, together with the vacated streets and alleys lying adjacent to said Lots.

~~Parcel 9: The East 5 acres of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 8, Township 36 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana.~~

LEGAL 6/98 SB

Parcel 9: The West half of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 8, Township 36 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana.



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SITE PLAN
SCALE: 1" = 30'

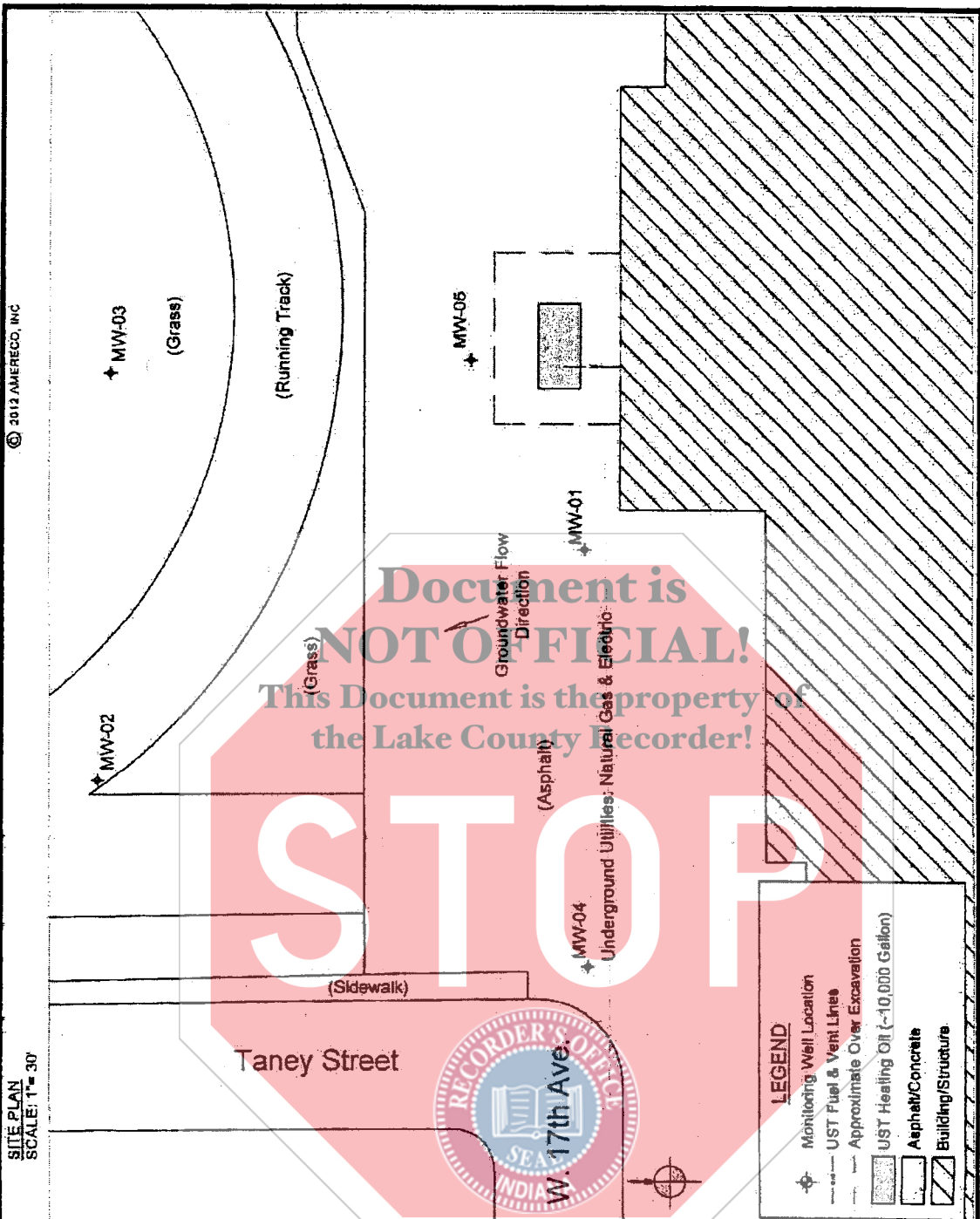
SITE PLAN

PROJECT:
12 2000 4
CLIENT:
ETRAMS
PROJECT:
BLOSKY
SCALE:
1" = 30'

SHEET 1	NO.	DATE	ISSUED FOR

Initial Site Characterization
Former Tolleston School
GARY INDIANA

AMERECO, INC.
CONSULTING ENGINEERS-PROJECT MANAGERS
204 E. JEFFERSON STREET
VALPARAISO, IN 46383 219-531-0531



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the Lake County Recorder!

STOP

RECORDER OF DEEDS
SEAL
INDIANA

EXHIBIT C

Copy of Site Status Letter





INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

Michael R. Pence
Governor

Thomas W. Easterly
Commissioner

100 North Senate Avenue
Indianapolis, Indiana 46204
(317) 232-8603
Toll Free (800) 451-6027
www.idem.IN.gov

February 7, 2013

Thomas Trakas
Director of Facilities
Boys & Girls Club of Northwest Indiana
839 Broadway Avenue, 3rd Floor
Gary, Indiana 46402

Re: **Site Status Letter**
Former Tolleston Middle School
2700 West 19th Avenue
Gary, Lake County
BFD #4120103

Dear Mr. Trakas:

In response to the request to the Indiana Brownfields Program (Program) by the Boys & Girls Club of Northwest Indiana (Owner) for assistance concerning the redevelopment of the property located at the above-referenced address (Site), the Indiana Department of Environmental Management (IDEM) has agreed to provide this Site Status Letter to clarify IDEM's position on the necessity of an environmental response action at the Site. This letter is not a legal release from liability. It will, however, help to establish whether environmental conditions at the Site might be a barrier to redevelopment or property transfer.

As part of this request for assistance in determining any existing environmental impacts and potential liability to undertake response activities at the Site, Program staff reviewed the following reports:

- *Phase I Environmental Site Assessment (Phase I)*, dated August 9, 2011, by Integrated Environmental Solutions, Inc. (IES)
- *Underground Storage Tank (UST) Closure Report* dated December 27, 2012, by Amereco, Inc. (Amereco)
- *Initial Site Characterization (ISC) Report* dated December 27, 2012, by Amereco.

Site History

The Site, for purposes of this letter and as identified in the Phase I, consists of eleven parcels totaling approximately 16 acres as described in Table 1 below:

TABLE 1
Former Tolleston Middle School Parcels

Parcel	Parcel Number	Description
1	45-08-08-306-005.000-004	Tolleston Park Subdivision Lots 1 to 10, Block 1
2	45-08-08-306-004.000-004	Tolleston Park Subdivision Lots 11 to 32, Block 1
3	45-08-08-306-006.000-004	
4	45-08-08-306-002.000-004	Tolleston Park Subdivision Lots 1 to 32, Block 2
5	45-08-08-306-001.000-004	
6	45-08-08-306-003.000-004	
7	45-08-08-306-007.000-004	Tolleston Park Subdivision Lots 1 to 32, Block 5
8	45-08-08-306-008.000-004	
9	45-08-08-306-009.000-004	Tolleston Park Subdivision Lots 1 to 32, Block 6
10	45-08-08-306-010.000-004	
11	45-08-08-303-001.000-004	East 5 Acres of the NW ¼ of the NW ¼ of the SW ¼ of Section 8, Township 36 N, Range 8 W.

The unoccupied Site consists of the former Tolleston Middle School (Tolleston School), with athletic fields and associated parking areas. The Site is developed with one-story, two-story, and three-story classroom buildings and gymnasiums totaling 111,338 square feet in size. The original school was constructed in 1922 and has had several additions and/or renovations completed at different times. The additional building renovations were constructed in 1935, 1949, and 1951. The buildings contain 57 school classrooms, administrative offices, bathrooms, cafeteria/kitchen, auditorium, and locker rooms. A 0.25 mile running track and adjacent grass sports field is located north of the school buildings and occupies approximately 4.1 acres. A 2.7 acre grassed sports field is located on the west side of the Site. The main parking area is located on the southern portion of the Site and is approximately 1.4 acres. Two of the three out buildings located on-Site house the electrical transformers and electrical switchgear which provide electrical service to the school. The remaining out-building was used to store maintenance equipment for maintaining the school's grounds. The majority of the property is fenced. The Boys & Girls Club plans on using the Site for after school and summer youth development activities.

The Site is located within a primarily residential area and is bound by West 19th Avenue to the south, Taney Place to the west, West 15th Avenue to the north, and Marshall Street to the east. A municipal park, Tolleston Park, borders the east side of the track field and is located northeast of the school buildings. Several commercial properties are located north of the track field across West 15th Avenue.

Environmental Conditions

The August 2011 Phase I identified the following recognized environmental conditions (RECs) associated with the Site:

1. One 12,000-gallon heating oil underground storage tank (UST) was purportedly closed in place in the late 1970s or early 1980s and remains on the property. Possible vent pipes were observed on the north wall of the school building in the area above the basement boiler room. There was also an area of asphalt observed north of the school building that might suggest there were some prior excavation in this location, possibly from past UST removal activities. An undated plan drawing for the boiler conversion from fuel oil to natural gas shows the heating oil UST as abandoned.
2. Various laboratory chemicals including acids, alcohols, salts, and solvents were identified in the science classrooms (S-1 to S-8). Containers of corrosive boiler additives were observed in the basement boiler room. Paints, paint thinners, stains, glues, lacquers, and other materials were observed stored in the workshop classroom. Two 55-gallon drums containing unknown contents were observed in the kitchen area. Miscellaneous cleaning supplies were observed in the various custodial storage areas throughout the building.
3. Potential asbestos containing materials (ACM) were observed throughout the school building in piping insulation, ceiling tiles, floor tiles, and building materials. In addition, possible lead based paint (LBP) was observed throughout the school building. Previous assessment reports prepared by others have identified ACM and LBP in the building materials.

LBP and ACM are discussed in the report and identified as RECs. Both LBP and ACM are considered Business Environmental Risks (BERs). These items should be identified, handled, managed, and/or disposed in accordance with all applicable local, state and federal regulations before the planned demolition of the building.

UST Closure Report

In November 2012, the heating oil UST, previously closed-in-place by the City of Gary, was removed from the Site. The size of the UST was estimated by IES to be 12,000-gallons during the Phase I Site visit. However, Amereco stated that the UST was 10,000-gallons in size in the UST Closure Report; although, disposal documentation lists the UST as being 8,000-gallons. Approximately 2,500-gallons of liquid were pumped from the UST and a total of 32.13 tons of sand was removed from the inside the UST for off-Site disposal. Ten soil samples were collected from the base and sidewalls of the excavation and nine soil samples were collected from the approximately 450 tons of stockpiled soil and submitted for laboratory analysis for polynuclear aromatic hydrocarbons (PAHs). In addition, one groundwater sample was collected from the base of the excavation and submitted for laboratory analysis of PAHs.

Soil and groundwater sample results from the UST closure activities were compared to IDEM's Remediation Closure Guide (RCG) (March 22, 2012 and applicable revisions) as follows: soil samples collected at depths between 0 and 10 feet below ground surface (bgs) were compared to the RCG's residential and commercial/industrial screening levels for direct contact exposure; soil samples collected between 10 and 18 feet bgs were compared to the RCG's screening levels for excavation worker exposure and migration to groundwater; and, soil samples collected at depths greater than 18 feet were not evaluated for purposes of closure. Groundwater samples were compared to both residential tap (Res Tap GWSL) and residential/commercial industrial groundwater vapor exposure (GW VESL) screening levels.

Soil PAH concentrations detected in the sidewall and base soil samples were all below their respective residential direct contact screening levels (RSLs). Benzo(a)pyrene was detected above the RSL of 0.21 parts per million (ppm) in two of the samples taken from stockpiled soil, S-12 (0.39 ppm) and S-13 (0.31 ppm), and a total of 57.68 tons of stockpiled soil was taken off Site for disposal. Contaminant levels in the remaining stockpiled soil were below their respective RSLs and returned to the excavation. The groundwater sample collected from the UST pit was sampled for PAHs. The PAHs detected in the groundwater sample were all below their respective RCG Res Tap GWSLs.

Initial Site Characterization

In December 2012, Amereco conducted an investigation at the Site in order to calculate the groundwater flow direction and to characterize the Site. The investigation included the installation of five one-inch, temporary monitoring wells (MW-1 through MW-5) to a depth of 16 feet bgs. Ten soil samples and five groundwater samples were collected and analyzed for PAHs. Several PAHs were detected in the soil samples, but all were below their respective RSLs.

Groundwater analytical results showed benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenz(a,h)anthracene, and ideno(1,2,3-cd)pyrene at levels exceeding their respective RCG Res Tap GWSLs. See Table 2, below.

TABLE 2
December 2012 Investigation Groundwater Samples Exceeding IDEM RCG Screening Levels

Sample Location	Contaminant Detected & Results parts per billion (ppb)				
	Benzo(a)-anthracene	Benzo(a)-pyrene	Benzo(b)-fluoranthene	Dibenz(a,h)-anthracene	Ideno(1,2,3-cd)pyrene
MW-4	<i>0.49</i>	<i>0.54</i>	<i>0.91</i>	<i>0.10</i>	<i>0.38</i>
RCG Residential Tap GWSL	0.29	0.2	0.29	0.029	0.29

Note: *italic* => residential tap GWSL

All other contaminant levels detected in soil and groundwater were either below applicable RCG screening levels or below laboratory detection limits. Based on available data, IDEM has concluded that the source of the contamination detected in on-Site groundwater is likely the now-removed heating oil UST.

To assess the potential for petroleum vapor intrusion into the main Site building, Amereco performed a soil vapor sampling from soil in the heating oil UST pit located adjacent to the boiler room basement. Two vapor samples were obtained via borings through the building's basement wall into the UST pit and collected using 6-Liter Summa canisters with 4-hour regulators. The samples were analyzed by EPA method TO-15. Analytical results showed that none of the chemicals of concern (COCs) were detected above the RCG indoor air residential screening levels. Although the sampling method did not follow IDEM RCG vapor evaluation protocols, as the soil and groundwater samples also did not indicate any compounds or levels of compounds that would cause concern for vapor intrusion, the vapor sample results provide additional weight to the IDEM conclusion that vapor intrusion is not a concern.

Conclusion

Notwithstanding the detections of contaminants above applicable RCG screening levels in groundwater, IDEM can approve a closure of environmental conditions on the Site under the RCG for the following reasons: (1) no contaminants were detected in Site soil above laboratory detection limits and/or applicable RCG direct contact RSLs; (2) although the contaminant levels detected in Site groundwater were above RCG ResTap GWSLs, because the Site is supplied by city water, there is no completed exposure pathway to contaminated groundwater; and, (3) none of the detected constituents were at levels that exceeded RCG residential GW VESLs. IDEM has determined based on available data that Site conditions present no current threat to human health or the environment.

IDEM concludes, in part based on information provided by the Boys & Girls Club of Northwest Indiana, that:

- (1) No state or federal enforcement action at the Site is pending;
- (2) No federal grant requires an enforcement action at the Site;
- (3) No condition on the Site constitutes an imminent and substantial threat to human health or the environment;
- (4) Neither the Boys & Girls Club of Northwest Indiana nor an agent or employee of the Boys & Girls Club of Northwest Indiana caused, contributed to, or knowingly exacerbated the release or threat of release of any hazardous substance or petroleum at the Site through an act or omission;
- (5) The Boys & Girls Club of Northwest Indiana does not have any ownership interest in any entity that caused, contributed to, or knowingly exacerbated the release or threat of release; and

- (6) There is no alternative basis for the Boys & Girls Club of Northwest Indiana's liability for historic contamination at the Site (e.g., liability as a generator) or by reason of the existence of a new source of contaminants on the Site.

Based on the information on known contaminant levels submitted to or otherwise reviewed by IDEM, IDEM concludes that current Site conditions do not warrant a response action at this time and does not plan to take a response action at the Site at this time. If IDEM later discovers that above-referenced reports or other information submitted to IDEM was inaccurate, or if any activities undertaken by an owner or operator exacerbate the Site contamination, then IDEM reserves the right to revoke this letter and pursue any responsible parties. Additionally, this determination does not apply to any contamination that is not described in this Site Status Letter or any future releases at the Site. Furthermore, this letter does not constitute an assurance that the Site is safe or fit for any particular use.

Intuitional Controls

Since detected levels of benzo(a)pyrene, benzo(a)anthracene, benzo(b)fluoranthene, dibenz(a,h)anthracene, and ideno(1,2,3-cd)pyrene in the groundwater underlying the Site were above RCG residential tap groundwater screening levels, an environmental restrictive covenant (ERC) is required to be recorded on the deed for the Site. The ERC must include the following land use restrictions, stated below in general terms:

- No groundwater from beneath the Site shall be used for any potable purpose. No new wells can be installed for any purpose other than contaminant assessment or monitoring without prior IDEM approval.

Please also note that City of Gary Ordinance No. 7930 prohibits the use and installation of potable water wells.

In order for IDEM to consider this letter effective, the enclosed ERC must be recorded on the deed for the Site in the Lake County Recorder's Office. Please return a certified copy of the filed document to the address listed below:

Indiana Brownfields Program
100 North Senate Avenue, Room 1275
Indianapolis, Indiana 46204
ATTN: John Morris

Please be advised that any work performed at the subject Site must be done in accordance with all applicable environmental laws. Use of this Site in a manner consistent with the restrictions outlined above will lessen the possibility that environmental conditions at the Site could deteriorate in the future.

Tolleston Middle School, Site Status Letter
BFD #4120103
February 7, 2013
Page 7 of 7

IDEM is pleased to assist the Boys & Girls Club of Northwest Indiana with this request. Should you have any questions or comments, please contact John Morris of the Indiana Brownfields Program at 317-234-8099 or toll-free at 1(800) 451-6027, extension 4-8099 or by e-mail at jomorris1@ifa.in.gov.

Sincerely,



Peggy Dorsey
Deputy Assistant Commissioner
Office of Land Quality

cc: Jan Pels, U.S. EPA Region 5 (*electronic copy*)
Meredith Gramelspacher, Indiana Brownfields Program (*electronic copy*)
John Morris, Indiana Brownfields Program (*electronic copy*)
John Blosky, Amereco (*electronic copy*)

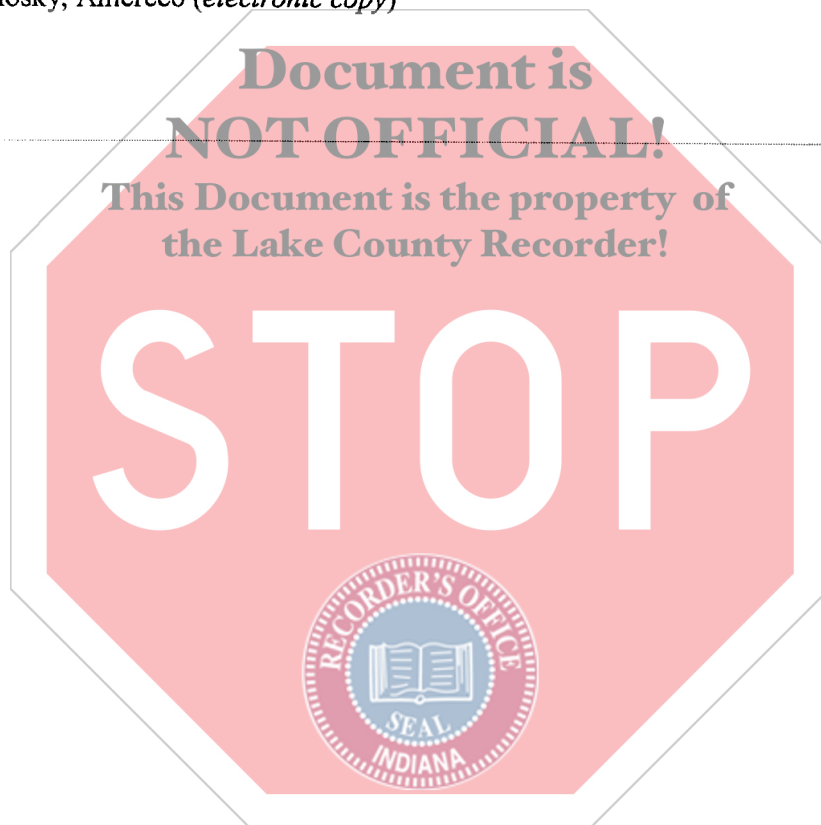


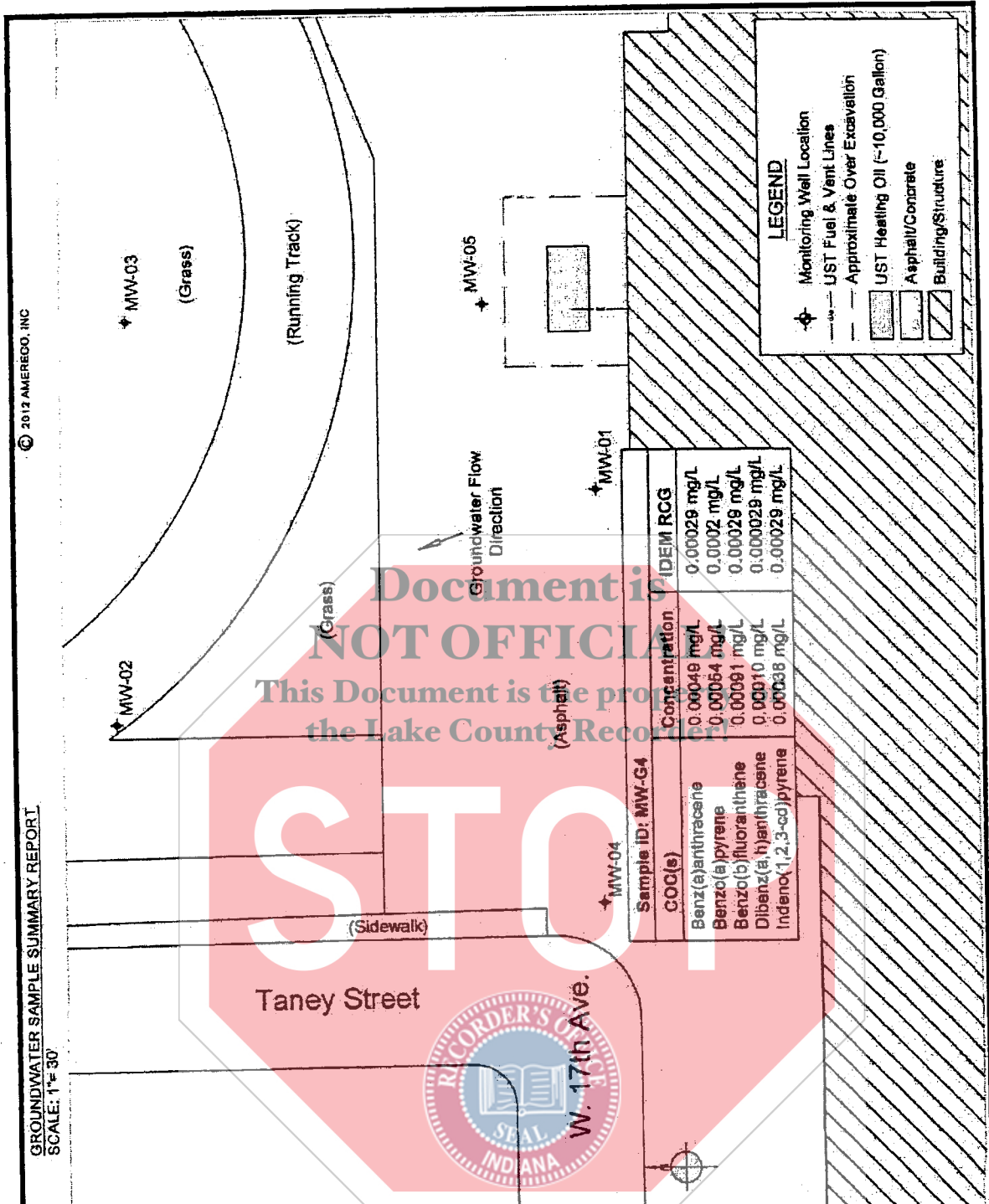
EXHIBIT D

**Site Map Depicting Sampling Locations at which
COCs were Detected Above Applicable Screening Levels**



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GROUNDWATER SAMPLE SUMMARY REPORT
SCALE: 1" = 30'



LEGEND

- ◆ Monitoring Well Location
- UST Fuel & Vent Lines
- - - Approximate Over Excavation
- ▨ UST Heating Oil (~10,000 Gallon)
- ▩ Asphalt/Concrete
- ▧ Building/Structure

Sample ID: MW-G4	COG(s)	Concentration	IDEM RCG
	Benz(a)anthracene	0.00049 mg/L	0.00029 mg/L
	Benzo(a)pyrene	0.00054 mg/L	0.0002 mg/L
	Benzo(b)fluoranthene	0.00091 mg/L	0.00029 mg/L
	Dibenz(a,h)anthracene	0.00010 mg/L	0.00029 mg/L
	Indeno(1,2,3-cd)pyrene	0.00038 mg/L	0.00029 mg/L

SAMPLE PLAN		
NO.	DATE	ISSUED FOR
2		GARY

Initial Site Characterization
Former Tolleston School
GARY INDIANA

AMERECO, INC.
 CONSULTING ENGINEERS-PROJECT MANAGERS
 204 E. JEFFERSON STREET
 VALPARAISO, IN 46383 219-591-0531

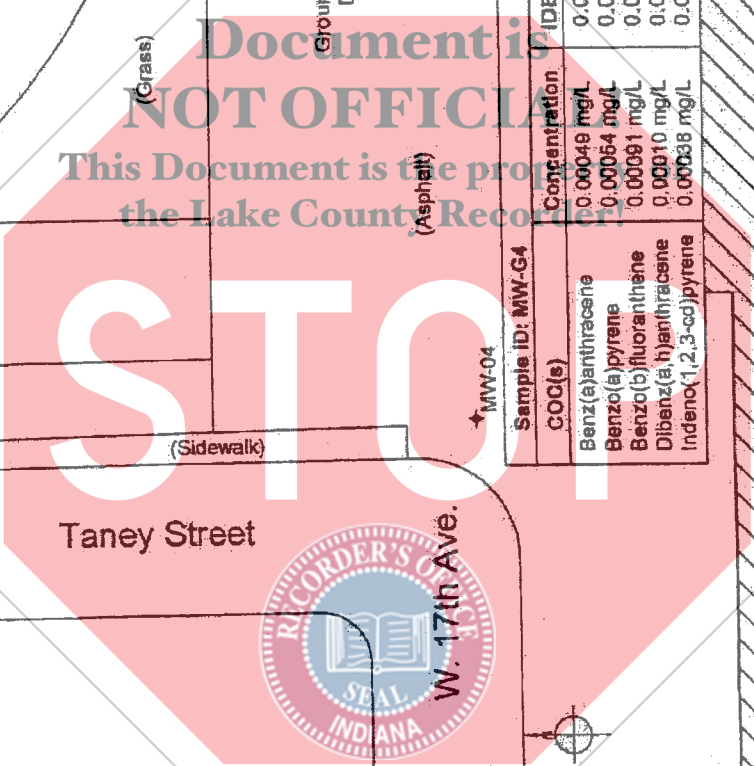


EXHIBIT E

TABLE 1

**Boys & Girls Club of Northwest Indiana
December 2012 Investigation
Groundwater Samples Exceeding IDEM RCG Screening Levels**



TABLE 1

Boys & Girls Club of Northwest Indiana
December 2012 Investigation
Groundwater Samples Exceeding IDEM RCG Screening Levels

<i>Sample Location</i>	Contaminant Detected & Results <i>parts per billion (ppb)</i>				
	Benzo(a)-anthracene	Benzo(a)-pyrene	Benzo(b)-fluoranthene	Dibenz(a,h)-anthracene	Ideno(1,2,3-cd)pyrene
MW-4	<i>0.49</i>	<i>0.54</i>	<i>0.91</i>	<i>0.10</i>	<i>0.38</i>
RCG Residential Tap GWSL	0.29	0.2	0.29	0.029	0.29

Note: *italic* => residential tap GWSL

