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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 008367

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MICHAEL B. BROWN
RECORDER

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("ERC") is made this 23rd day of July, 2013, by Gary Public Transportation Corporation, 100 West 4th Avenue, Gary, Indiana 46401-0857.

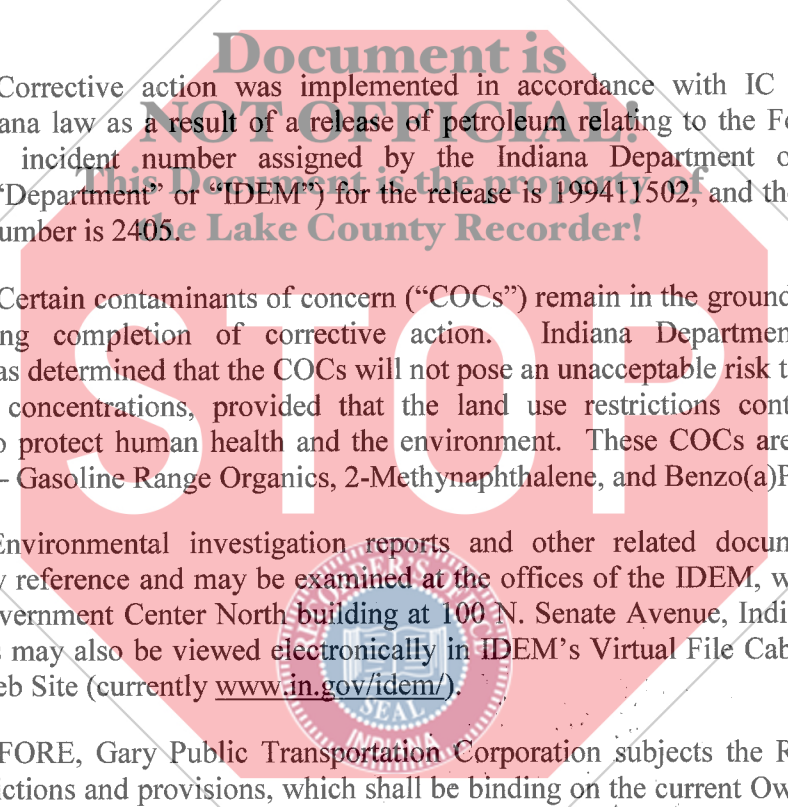
WHEREAS: Owner is the fee owner of certain real estate in the County of Lake, Indiana, which is located at 237 West 22nd Avenue, Gary, Lake County, Indiana 46402 and more particularly described in the attached Exhibit "A" ("Real Estate"), which is hereby incorporated and made a part hereof. This Real Estate was acquired by deed on 05/12/1975, and recorded on 05/13/1975, as Deed Record 299350, in the Office of the Recorder of Lake County, Indiana. The Real Estate consists of approximately 1.458 acres and has also been identified by the county as parcel identification numbers 45-08-16-234-001.000-004 and 45-08-16-234-002.000-004. The Real Estate, to which the restrictions in this ERC apply, is depicted on a map attached hereto as Exhibit B.

WHEREAS: Corrective action was implemented in accordance with IC 13-23 and other applicable Indiana law as a result of a release of petroleum relating to the Former GPTC Bus Garage. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is 199411502, and the relevant facility identification number is 2405.

WHEREAS: Certain contaminants of concern ("COCs") remain in the groundwater of the Real Estate following completion of corrective action. Indiana Department Environmental Management has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the land use restrictions contained herein are implemented to protect human health and the environment. These COCs are Total Petroleum Hydrocarbons – Gasoline Range Organics, 2-Methynaphthalene, and Benzo(a)Pyrene.

WHEREAS: Environmental investigation reports and other related documents are hereby incorporated by reference and may be examined at the offices of the IDEM, which is located in the Indiana Government Center North building at 100 N. Senate Avenue, Indianapolis, Indiana. The documents may also be viewed electronically in IDEM's Virtual File Cabinet by accessing the IDEM's Web Site (currently www.in.gov/idem/).

NOW THEREFORE, Gary Public Transportation Corporation subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:



CASH
Net \$28.00
M-E

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

I. RESTRICTIONS

1. Restrictions. The Owner:

- (a) Shall not use or allow the use of the Real Estate for residential purposes, including, but not limited to, daily child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
- (b) Shall not use or allow the use or extraction of groundwater at the Real Estate for any purpose, including, but not limited to: human or animal consumption, gardening, industrial processes, or agriculture, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities. Shall prohibit any activity at the Real Estate that may interfere with the groundwater monitoring or well network.
- (c) Shall restore soil disturbed as a result of excavation and construction activities in such a manner that the remaining contaminant concentrations do not present a threat to human health or the environment. This determination shall be made using the IDEM's Risk Integrated System of Closure ("RISC") Technical Guidance Document. Upon the IDEM's request, the Owner shall provide the IDEM written evidence (including sampling data) showing the excavated and restored area, and any other area affected by the excavation, does not represent such a threat. Contaminated soils that are excavated must be managed in accordance with all applicable federal and state laws; and disposal of such soils must also be done in accordance with all applicable federal and state laws.

II. GENERAL PROVISIONS

2. Restrictions to Run with the Land. The restrictions and other requirements described in this ERC shall run with the land and be binding upon, and inure to the benefit of the Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control (hereinafter "Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in or right to occupancy in all or any part of the Real Estate by any person shall affect the restrictions set forth herein. This ERC 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 ERC.
4. Access for Department. The Owner shall grant to IDEM and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose

of monitoring compliance with this ERC and ensuring its protectiveness; this right includes the right to take samples and inspect records

5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances), the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED 23rd JULY 2013, 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 IDEM 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 IDEM with the notice within thirty (30) days of the conveyance and: (a) include a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if it has been recorded, its recording reference, and (c) the name and business address of the transferee.
7. Indiana Law. This ERC 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 IDEM may proceed in court by appropriate action to enforce this ERC. Damages alone are insufficient to compensate IDEM if any owner of the Real Estate or its Related Parties breach this ERC or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this ERC or otherwise default hereunder, IDEM shall have the right to request specific performance and/or immediate injunctive relief to enforce this ERC in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this ERC 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 IDEM determines that the contaminants of concern no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.
10. Modification and Termination. This ERC shall not be amended, modified, or terminated

without IDEM's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the ERC, 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 IDEM.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the IDEM at any time to require performance by any person of any term of this ERC shall be taken or held to be a waiver of such term or in any way affect the IDEM's right to enforce such term, and no waiver on the part of the IDEM 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 ERC 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 ERC does not relieve the Owner of its obligation to comply with any other applicable laws.
13. Change in Law, Policy or Regulation. In no event shall this ERC be rendered unenforceable if Indiana's laws, regulations, RISC 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 ERC shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:
Gary Public Transportation Corporation
100 West 4th Avenue
Gary, Indiana 46401-0857
Attn: Mr. Clay Cates

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, Leaking Underground Storage Tank Program

An Owner may change its address or the individual to whose attention a notice is to be sent by giving written notice via certified mail.

15. Severability. If any portion of this ERC 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 ERC 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 ERC 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 ERC.

Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, Gary Public Transportation Corporation, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 5th day of September, 2013.


Mr. Daryl E. Lampkins

STATE OF INDIANA)

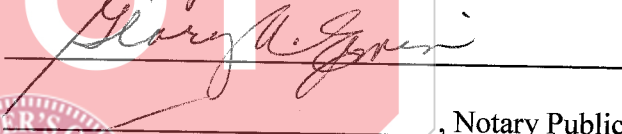
Document is NOT OFFICIAL!

COUNTY OF LAKE)

This Document is the property of the Lake County Recorder!

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gary Public Transportation Corporation, the General Manager of the Owner, G.P.T.C., who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 5th day of September 2013.



, Notary Public



Residing in Lake County, Indiana

My Commission Expires:
This instrument prepared by:
Integrated Environmental Solutions, Inc.
13435 Kolmar Avenue
Crestwood, IL 60445

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:
[insert name and address]



EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

**Gary Public Transportation Corporation (GPTC)
Former GPTC Bus Garage
237 W 22nd Avenue
Gary, Indiana**

Legal Description:

**C.T.L. & I. CO'S 6TH ADD. ALL LOTS 29 TO 48 BL.19
1.389 acres**

and

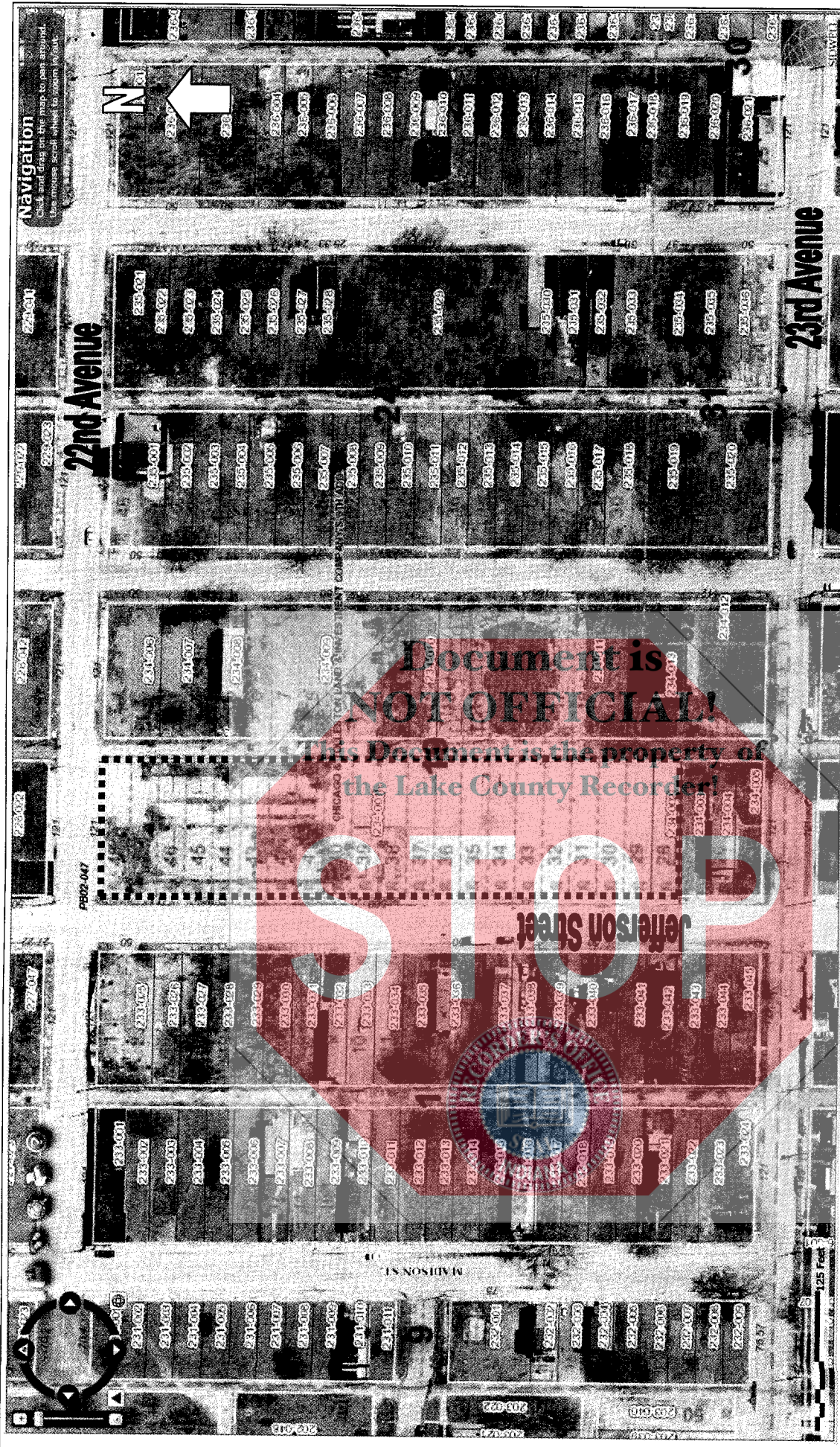
**C.T.L. & I. CO'S 6TH ADD. ALL L.28 BL.19
0.069 acres**



EXHIBIT B

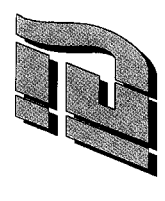
REAL ESTATE MAP





**EXHIBIT B
REAL ESTATE MAP**

Former Gary Public Transportation Bus Garage
 237 West 22nd Avenue
 Gary, Indiana



7550 E. MELTON ROAD
 GARY, INDIANA 46403

IES Project No. 72026-03210

Scale: None

Date Prepared: 02/06/2012

Prepared by: David Peña