

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 054870

2016 AUG 11 PM 3:14

MICHAEL B. BROWN
RECORDER

Environmental Restrictive Covenant

14 THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 8 day of AUGUST, 2016, by BP Products North America, Inc., a Maryland Corporation, f/k/a Amoco Oil Company (herein after "BP").

WHEREAS: Owner is the fee owner of certain real estate in the County of Lake, Indiana, which is located at 1001 129th Street, in Hammond, Indiana 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 May 18, 1994, and recorded on September 25, 2006 in the Office of the Recorder of Lake County, Indiana. The Real Estate consists of approximately 9 acres and has also been identified by the county as parcel identification number[s]: 45-03-18-201-003.000-023, 45-03-18-201-006.000-023, 45-03-18-201-007.000-023, 45-03-18-201-009.000-023, 45-03-18-226-004.000-023, and 45-03-18-227-001.000-023. The Real Estate, to which this Covenant applies, is depicted on a map attached hereto as Exhibit "C".

WHEREAS: BP entered into Indiana's Voluntary Remediation Program ("VRP") to address releases of hazardous substances and/or petroleum ("contaminants of concern") relating to the Real Estate. The Indiana Department of Environmental Management ("IDEM" or the "Department") assigned the VRP project numbers 6000701 through 6000706. A Remediation Work Plan was prepared in accordance with IC 13-25-5, which was approved by the Department on July 5, 2016.

WHEREAS: IDEM approved the remediation work plan, which allows certain contaminants of concern to remain in the groundwater and soil, provided that certain land use restrictions are implemented and engineering controls maintained to protect human health. The remaining contaminants of concern are listed in Exhibit "B" which is attached hereto and incorporated herein.

WHEREAS: The Remediation Work Plan and Remediation Completion Report are hereby incorporated by reference and may be examined at the offices of the Department, 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 the Department's Virtual File Cabinet by accessing the Department's Web Site (currently www.in.gov/idem/).

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AUG 11 2016

JOHN E. PETALAS
LAKE COUNTY AUDITOR

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

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.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) 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 Department's current risk-based guidance. Upon the Department's request, the Owner shall provide the Department 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.
- (e) Shall operate and maintain the engineered barrier depicted over the area shown on Exhibit "C" as parcel identification numbers ("PIN") 45-03-18-201-007.000-023 and PIN 45-03-18-201-009.000-023 so as to protect its functional integrity in accordance with the operation and maintenance plan submitted in the RWP/RACR and customary golf course maintenance plans. Owner shall notify the Department in writing at least fifteen (15) days in advance of conducting any construction or excavation work that may impact an engineered control, unless an emergency exists. Owner shall ensure that the integrity of the engineered barrier is restored immediately after disturbance by any construction or excavation work. Upon DDEM's request, the Owner shall provide written evidence showing the engineered control has been restored to its complete integrity.
- (f) Shall prohibit any activity at the Real Estate that may interfere with the groundwater monitoring or well network.

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 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 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 monitoring compliance with this Covenant 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 8-10-2016, 20 , RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY ON , 20 , INSTRUMENT NUMBER (or other identifying reference) IN FAVOR OF AN ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.
6. Notice to Department of the Conveyance of Real Estate. 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: (a) include a certified copy of the instrument conveying any interest in any portion of the Real Estate; (b) if it has been recorded, its recording reference; 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 IDEM 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, IDEM 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 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 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.

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the Lake County Recorder!

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 of its obligation to comply 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, guidance, 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: Lisa A. Smith
As To BP Products North America, Inc.:
Douglas S Reinhart
BP America Inc
Building 200, 1st Floor, Room 1008U
150 West Warrenville Road
Naperville, Il 60563

To Department:

IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, Voluntary Remediation Program

**This Document is the property of
the Lake County Recorder!**

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 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, BP Products North America, Inc., the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 8 day of AUGUST, 2014.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, as required by law.

[Signature]
Lisa A. Smith

STATE OF Illinois)
) SS:
COUNTY OF DeWitt)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lisa A. Smith the Vice President of the Owner, BP Products NA Inc who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 8th day of August, 2014.



Document is NOT OFFICIAL

This Document is the property of Mary K. Stegmann the Lake County Recorder!

, Notary Public

Residing in Cook County, Illinois

My Commission Expires: 01/19/20

This instrument prepared by:
Erin S. Burke
BP Operations Project Manager
Remediation Management Services Company
Whiting Refinery, Mittal 17
Remediation Trailer 3005
2939 South Calumet Avenue
Hammond, IN 46320



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:

Erin S. Burke
2939 South Calumet Avenue
Hammond, IN 46320

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

LOST MARSH GOLF COURSE PROPERTY

**Document is
HAMMOND IN
NOT OFFICIAL!**

**This Document is the property of
IDEM VRF# 6000701
the Lake County Recorder!**

STOP



EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

LOST MARSH GOLF COURSE PROPERTY

IDEM VRP #: 6000701

45-03-18-227-001.000-023: Part of Block Two, Robertsdale Industrial Park, to the City of Hammond, as shown in Plat Book 54, page 35, in Lake County, Indiana, being more particularly described as follows: Commencing at the Southeast corner of said Block Two; thence South 89 degrees 13 minutes 17 seconds West, along the South line of said Block Two, a distance of 147.84 feet to the point of beginning; thence continuing South 89 degrees 13 minutes 17 seconds West, along previously described line, a distance of 269.67 feet to a point of curvature; thence Northwesterly along said curve, being concave to the Northeast and having a radius of 25.00 feet, an arc distance of 39.28 feet; thence North 00 degrees 46 minutes 03 seconds West along the West line of said Block Two, a distance of 314.35 feet; thence North 89 degrees 13 minutes 17 seconds East, parallel to the South line of said Block Two, a distance of 294.68 feet; thence South 00 degrees 46 minutes 03 seconds East, parallel to the West line of said Block Two, a distance of 339.26 feet to the point of beginning.

45-03-18-201-003.000-023: Parcel 1: Part of Blocks 3 and 4, Robertsdale Industrial Park, to the City of Hammond, as shown in Plat Book 54, Page 35, in Lake County, Indiana, more particularly described as follows: Commencing at the Southeast corner of said Block 4; thence South 88 degrees 45 minutes 49 seconds West along the South line of said Block 4, a distance of 124.0 feet; thence North 00 degrees 45 minutes 13 seconds West along a line parallel with the East line of said Block 4, a distance of 565.33 feet to the point of beginning of this description; thence North 00 degrees 45 minutes 13 seconds West along said parallel line a distance of 285.0 feet; thence North 89 degrees 13 minutes 17 seconds East, a distance of 199.04 feet to a point on the South Line of 126th Street as shown in said Robertsdale Industrial Park; thence continuing along said South line North 89 degrees 13 minutes 17 seconds East, a distance of 159.02 Feet; thence North 88 degrees 04 minutes 32 seconds East, a distance of 19.34 feet; thence South 00 degrees 45 minutes 13 seconds East, a distance of 100.34 feet; thence South 89 degrees 13 minutes 17 seconds West, a distance of 377.39 feet to the point of beginning.

45-03-18-201-007.000-023: A part of Blocks Three and Four Robertsdale Industrial Park to the City of Hammond as recorded in Plat Book 54, Page 35 in the Office of the Recorder of Lake County, Indiana, and being more particularly described as follows: Commencing at the Southeast Corner of said Block 4; Thence South 39 Degrees 45 Minutes 49 Seconds West along the South Line of said Block 4 a distance of 124.0 feet; Thence North 0 Degrees 45 Minutes 13 Seconds West along a line parallel with the East line of said Block 4 a distance of 285.0 Feet to the Point of Beginning of this description: Thence North 0 Degrees 45 Minutes 13 Seconds West along said parallel line a distance of 285.0 feet; Thence North 89 Degrees 13 Minutes 17 Seconds East a distance of 377.39 Feet: Thence South 0 Degrees 45 Minutes 13 Seconds East a distance of 285.0 feet; Thence South 89 Degrees 13 Minutes 17 Seconds West a distance of 377.39 Feet to the Point of Beginning, all in the City of Hammond Lake County, Indiana.

45-03-18-201-006.000-023: Parcel 2: Part of Block Four, Robertsdale Industrial Park, to the City of Hammond, as shown in Plat Book 54, Page 35, in Lake County, Indiana, more particularly described as follows: Beginning at the most Northeasterly corner of Block Four in said Robertsdale Industrial Park; thence South 00 degrees 45 minutes 13 seconds East, along the East line of said Block Four, a distance of 138.40 feet to a point of curve; thence Southeasterly on a curve concave to the Northeast,

and having a radius of 100 feet, a distance of 52.40 feet; thence South 89 degrees 13 minutes 17 seconds West, a distance of 112.42 feet; thence North 00 degrees 45 minutes 13 seconds West, on a line parallel to the East line of said Block Four, a distance of 188.49 feet to a point on the North line of said Block Four; thence North 89 degrees 14 minutes 47 seconds East, along the North line of said Block Four, a distance of 99.00 feet to the point of beginning.

45-03-18-201-009.000-023: Being a part of Blocks Three and Four in Robertsdale Industrial Park to the City of Hammond, as recorded in Plat Book 54, Page 35, in the Office of the Recorder of Lake County, Indiana, and being more particularly described as follows

Beginning at the Southeast corner of said Block Four; Thence South 85 Degrees 45 Minutes 09 Seconds West, along the South Line of said Block Four, a distance of 124.0 feet; Thence North 0 Degrees 45 Minutes 13 Seconds West, on a line parallel to the East line of said Block Four, a distance of 225.23 Feet; Thence North 89 Degrees 13 Minutes 17 Seconds East, a distance of 377.39 Feet; Thence South 0 Degrees -15 Minutes 13 Seconds East, a distance of 270.21 feet to a point on the South Line of said Block Three (South line of the North half of the North half of Section 18, Township 37 North, Range 9 West of the 2nd Principal Meridian); Thence South 66 Degrees 45 Minutes 49 Seconds West, along said South Line, a distance of 34.42 feet; Thence North 0 Degrees 01 Minutes 42 seconds West, a distance of 48.0 feet; Thence South 88 Degrees 45 Minutes 49 Seconds West, a distance of 119.59 feet to the Point of Beginning, all in the City of Hammond, Lake County, Indiana.

45-03-18-226-004.000-023: Parcel 3; Part of Block Six, Robertsdale Industrial Park, to the City of Hammond, as recorded in Plat Book 54, Page 35, in Lake County, Indiana, more particularly described as follows: Commencing at a point on the South line of said Block Six, 50.02 feet East of the Southerly projection of the West line of said Block Six; thence North 89 degrees 13 minutes 17 seconds East, along said South line, a distance of 84.01 feet to the true point of beginning; thence North 00 degrees 46 minutes 03 seconds West, along a line parallel with the East line of said Block Six, a distance of 198.11 feet; thence North 89 degrees 11 minutes 32 seconds East, along a line parallel with and one foot South of the South line of an existing ingress-egress easement, a distance of 100.00 feet to a point on the East line of said Block Six; thence South 00 degrees 46 minutes 03 seconds East, along said East line, a distance of 173.17 feet to a point of curve; thence Southwesterly on a curve concave to the Northwest and having a radius of 25.0 feet and a chord of 35.35 feet (South 44 degrees 13 minutes 37 seconds West), a distance of 39.26 feet to a point on the South line of said Block Six; thence South 89 degrees 13 minutes 17 seconds West, along the South line of said Block Six, a distance of 75.00 feet to the point of beginning.

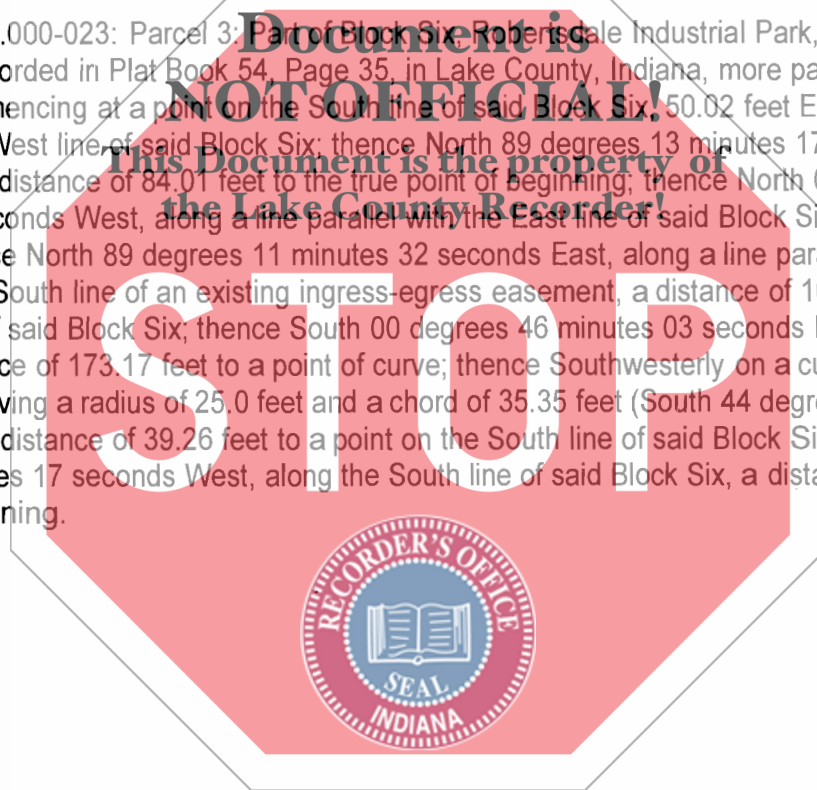


EXHIBIT B ANALYTICAL RESULTS
LOST MARSH GOLF COURSE PROPERTY
HAMMOND, IN



EXHIBIT B1
 SOIL ANALYTICAL RESULTS
 LOST MARSH GOLF COURSE PROPERTY HAMMOND, IN
 IDEM VRP# 6000701

Sample ID	Sample Depth (ft)	Sample Date	Benzene (mg/kg)	Aroclor 1254 (mg/kg)	4, 4'-DDD (mg/kg)	4, 4'-DDE (mg/kg)	4, 4'-DDT (mg/kg)	Aldrin (mg/kg)	Dieldrin (mg/kg)	Heptachlor epoxide (mg/kg)
GC-018-1	2	12/3/2003	NE	NE	NE	NE	NE	NE	0.1	NE
GC-018-1	4.5	12/3/2003	NE	NE	NE	NE	NE	NE	0.16	NE
GC-018-3	3.5	12/2/2003	NE	NE	0.51	NE	NE	NE	NE	NE
GC-018-4	4	12/3/2003	NE	NE	0.42 J	NE	NE	NE	NE	NE
GC-018-5	1.5	12/4/2003	NE	NE	NE	NE	NE	NE	0.02 J	NE
GC-018-5	3.5	12/4/2003	NE	NE	0.86	NE	2.2	NE	0.15	NE
GC-018-7	2	12/2/2003	NE	NE	NE	NE	NE	NE	0.2	NE
GC-018-7	3	12/2/2003	NE	NE	NE	NE	NE	0.35	1.3	NE
GC-018-8	1.5	12/2/2003	NE	NE	NE	NE	NE	NE	0.093 J	NE
GC-018-8	3	12/2/2003	2.6	NE	NE	NE	NE	NE	NE	NE
GC-018-9	1.5	12/2/2003	NE	NE	NE	NE	NE	NE	0.12	NE
GC-018-12	4	12/2/2003	0.26	NE	NE	NE	NE	NE	NE	NE
GC-018-13	1	12/4/2003	NE	NE	NE	NE	NE	NE	0.03 J	NE
GC-023-4	14	12/15/2003	NE	58	NE	NE	NE	NE	NE	NE
GC-023-5	15	12/15/2003	NE	69	NE	NE	NE	NE	1.1	2.1 J
CAS Number			9072-35-9	1109-69-7	72-54-8	72-55-9	50-29-3	309-00-2	60-57-1	1024-57-3
Tier II VRP Residential Subsurface Criteria ² (mg/kg)			0.059	4.226	0.27	0.45	0.794	0.007	0.003	0.45

¹ Sample results only shown for COCs detected above the Tier II VRP Residential Criteria Values

² 1996 VRP Tier II Residential Cleanup

NE = No exceedance of Tier II VRP Residential Criteria Values

J = Estimated detected value



EXHIBIT B2
 GROUNDWATER ANALYTICAL RESULTS
 LOST MARSH GOLF COURSE PROPERTY
 HAMMOND, IN

IDEM VRP# 6000701

Sample ID	Sample Date	Antimony, Dissolved (mg/L)	Arsenic, Dissolved (mg/L)	Lead, Dissolved (mg/L)	Selenium, Dissolved (mg/L)
ARD-6	6/28/2011	0.0073	NE	NE	0.12
022-MW-8R	6/28/2011	NE	NE	0.065	NE
030-MW-1	6/27/2011	NE	0.65	NE	NE
CAS Number		7440-36-0	7440-38-2	7439-92-1	7782-49-2
Tier II VRP Residential Groundwater Criteria ² (mg/L)		0.006	0.05	0.015	0.05



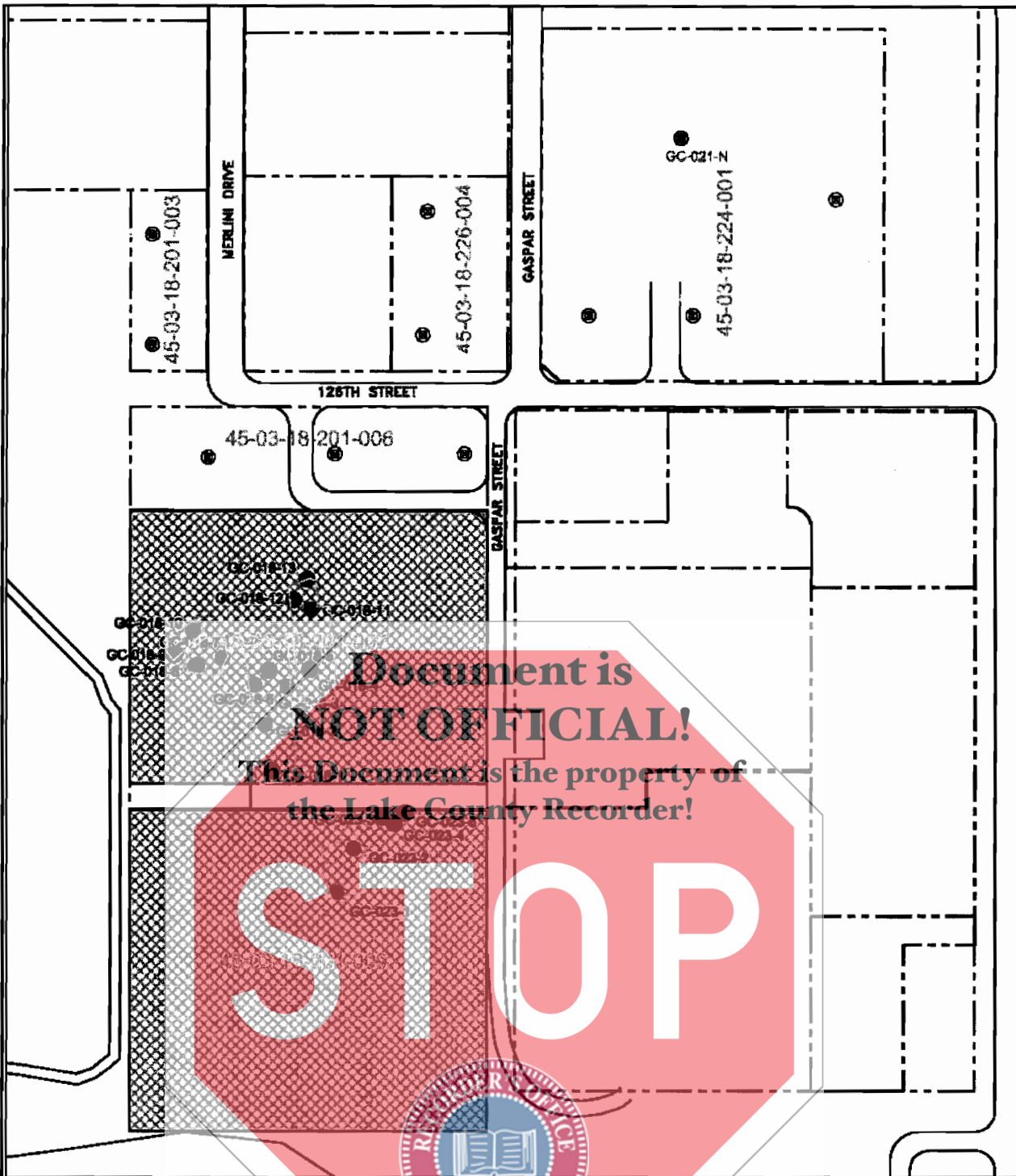
¹ Sample results only shown for COCs detected above the Tier II VRP Residential Criteria Values

² 1996 VRP Tier II Residential Criteria Values
 NE = No exceedance of Tier II VRP Residential Criteria Values
 J = Estimated detected value

EXHIBIT C FIGURES

LOST MARSH GOLF COURSE PROPERTY





- LAB WASTE SAMPLE LOCATION (BP-OWNED PROPERTY)
- RANDOM SAMPLE LOCATION (BP-OWNED PROPERTY)
- TRANSFORMER SAMPLE LOCATION (BP-OWNED PROPERTY)
- ⊗ EXCEEDANCE FOUND AT SAMPLE LOCATION
- ▨ AFFECTED AREA
- PARCEL LINES
- PIN FOR BP OWNED PROPERTY

45-03-18-201-006

DISCLAIMER: Information on this map is being provided to depict environmental conditions on the Parcel Estate that are the subject of the local use restrictions contained in the Covenant to which this map is attached and incorporated. The local use restrictions contained in the Covenant were deemed appropriate by the Department based on information provided in the Department by the Owner or another party investigating and/or remedialing the environmental conditions on the Parcel Estate. This map cannot be relied upon as a depiction of all current environmental conditions on the Parcel Estate, nor can it be relied upon in the future as depicting environmental



NORTH

0 35 70 140
SCALE IN FEET

URS 100 South Wacker Drive, Suite 500
Chicago, Illinois 60606

bp

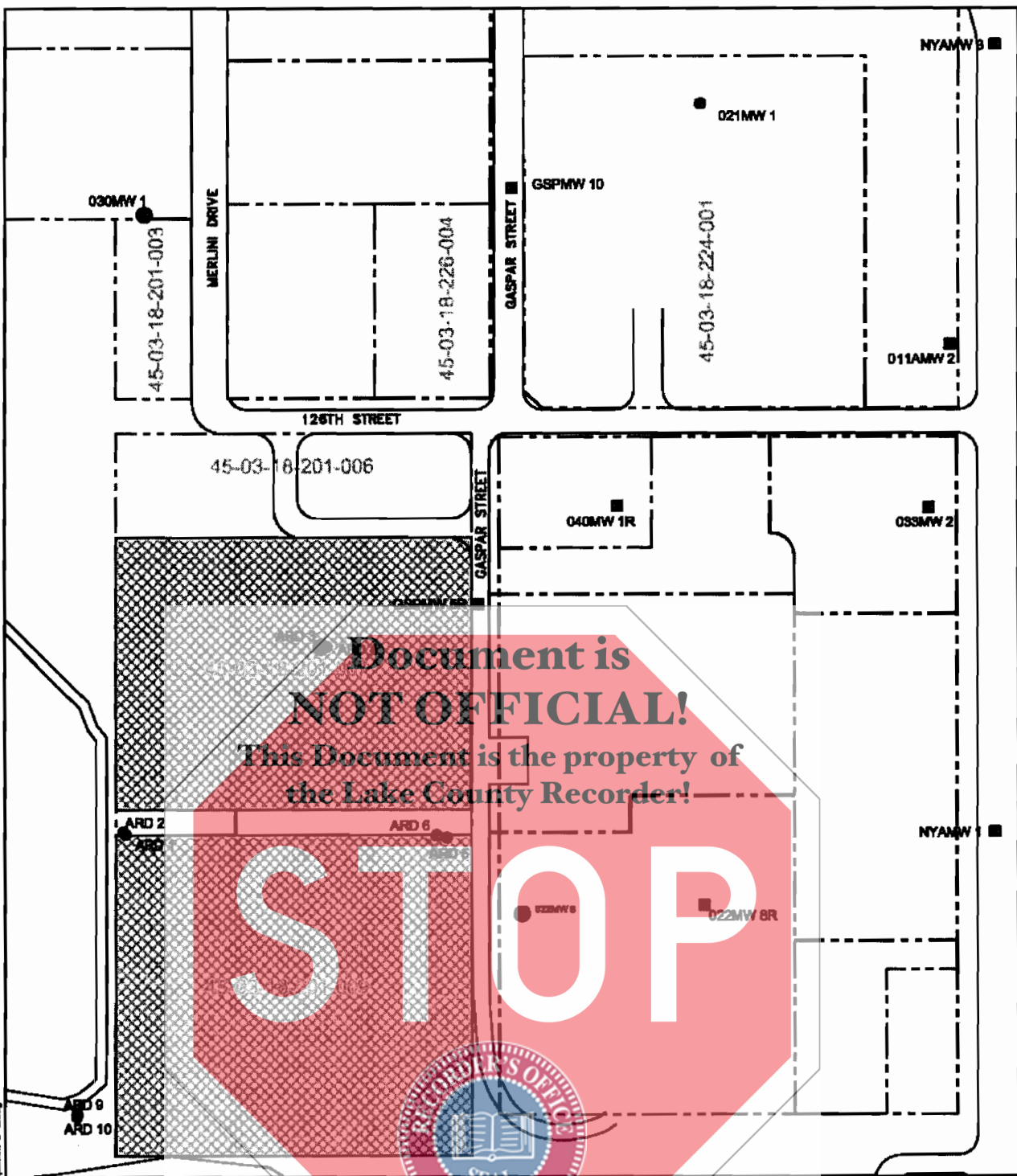


EXHIBIT C1
FORMER R&D FACILITY
HAMMOND, INDIANA
CONFIRMATION SOIL SAMPLE
EXCEEDANCE LOCATION MAP

DATE	BY	FOR USE

DRAWN	CHECKED	APPROVED	DATE
LLM	JW	-	05/28/11

PLOT NO. September 27, 2011 811 Merlino, Leola CTE USED, USE CHICAGO PRINTING, INC PAPER SPAGE TWR TEL MAP
 DATE PLOT: 3/20/11 11:40 AM



PLOTED: September 27, 2011 BY: Morrison, Leah CTS USED: USGS CHICAGO QUADRANGLE MAPS SPACE 2006 GC-038
 DEB PAIN & Associates, Inc.

⊕ BP MONITORING WELL (8' - 10')
 ⊙ BP MONITORING WELL (29' - 30')
 ⊖ MONITORING WELL (8' - 28')
 ✖ EXCEEDANCE FOUND AT WELL LOCATION
 [Cross-hatched] AFFECTED AREA
 [Dashed] PARCEL LINES
 [Pin] PIN FOR BP OWNED PROPERTY

45-03-18-201-006

0 30 70 140
 SCALE IN FEET

NORTH

DISCLAIMER: Information on this map is being provided to depict environmental conditions on the Parcel Labels that are the subject of the text and conditions contained in the Covenant to which this map is attached and incorporated. The text and conditions contained in the Covenant were drafted, approved by the Department based on information provided to the Department by the Owner or another party investigating and/or remedialing the environmental conditions on the Parcel Labels. This map cannot be relied upon as a depiction of all current environmental conditions on the Parcel Labels, nor can it be relied upon in the future as depicting environmental

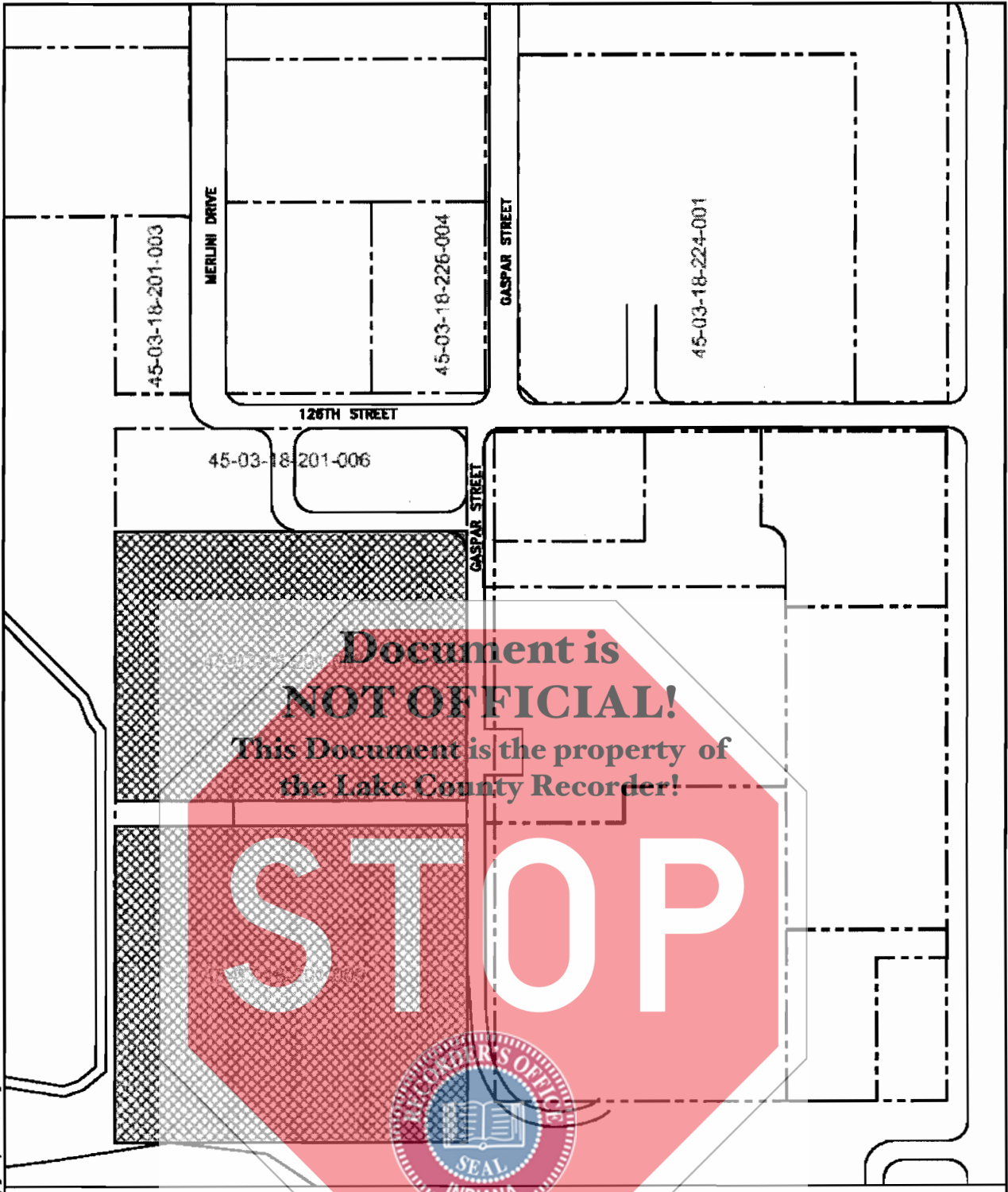
URS 100 South Wacker Drive, Suite 500
Chicago, Illinois 60606

bp


**EXHIBIT C2
FORMER R&D FACILITY
HAMMOND, INDIANA
CONFIRMATION MONITORING WELL
LOCATION MAP**

DATE	ISSUE	REVISION
11/11	1	1
11/11	2	1
11/11	3	1
11/11	4	1
11/11	5	1
11/11	6	1
11/11	7	1
11/11	8	1
11/11	9	1
11/11	10	1

DRAWN: LLM
 CHECKED: JW
 DATE: 9/27/2011
 REVISION FILE:




PLATTED: September 27, 2011 BY: Matthew Laska, CSR, URS CHICAGO PRINTED: Job Paper, SP4SE 1006 02-028
 DSD PATH: \\V:\GIS\Projects\2011\Projects\Map\02-3.dwg

 ENGINEERED BARRIER
 - - - - - PARCEL LINES
 45-03-18-201-006 PIN FOR BP OWNED PROPERTY





DISCLAIMER: Information on this map is being provided to depict environmental conditions on the Real Estate that are the subject of the land use restrictions contained in the Covenant to which this map is attached and incorporated. The land use restrictions contained in the Covenant were deemed appropriate by the Department based on information provided to the Department by the Owner or another party investigating and/or remedialing the environmental conditions on the Real Estate. This map cannot be relied upon as a depiction of all current environmental conditions on the Real Estate, nor can it be relied upon in the future as depicting environmental



100 South Wacker Drive, Suite 600
Chicago, Illinois 60606

EXHIBIT C3
FORMER R&D FACILITY
HAMMOND, INDIANA
ENGINEERED BARRIER
LOCATION MAP

DATE	BY	FOR	FILED