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2024-524752
07/26/2024 01:34 PM
TOTAL FEES: 25.00

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

BY: MA
PG #: 17
RECORDED AS PRESENTED

[space above reserved for recording information]

This instrument was prepared by:

Name: Terri A. Czajka
Address: Ice Miller
One American Square
Suite 2900
Indianapolis, IN 46282-0200
terriczajka@icemiller.com
317-236-2062

To be recorded with Deed Records for the following Parcel Index Numbers (PINs):

45-08-18-401-002.000-003

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Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 22 day of July, ~~2024~~, by the City of Gary Redevelopment Commission, 504 Broadway Avenue, #S200 Gary, IN 46402 (together with all successors and assignees, collectively "Owner," "Lessor," or "Landlord") and FSW (Gary) Propco LLC, 400 North LaSalle Suite 805, Chicago, IL 60654 (together with all successors and assignees, collectively "Tenant," "Lessee," or "Developer").

WHEREAS: Owner is the fee owner of certain real estate in the County of Lake, Indiana, which is located at 3615 W. 25th Avenue, Gary, IN, 46404 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 October 21, 2020 and by quiet title judgments as set forth on **Exhibit "B."** The deed and the quiet title judgments were recorded in the Office of the Recorder of Lake County, Indiana as set forth on **Exhibit "B."** The Real Estate consists of approximately 40.8 acres comprised of one parcel that has been identified by the county as parcel identification number 45-08-18-401-002.000-003. Parcel number 45-08-18-401-002.000-003 was combined from 13 formerly separated parcels and re-recorded on March 9, 2023. Prior to such recording, the previous separated 13 parcel identification numbers included 45-08-18-328-001.000-003, 45-08-18-328-003.000-003, 45-08-18-328-004.000-003, 45-08-18-328-005.000-003, 45-08-18-328-006.000-003, 45-08-18-328-007.000-003, 45-08-18-328-008.000-003, 45-08-18-328-009.000-003, 45-08-18-328-010.000-003, 45-08-18-328-011.000-003, 45-08-18-328-012.000-003, 45-08-18-328-013.000-003, and 45-08-18-328-014.000-003. The Real Estate, to which the restrictions in this Covenant apply, is depicted on a map attached hereto as **Exhibit "C."**

WHEREAS: Owner and Region Growth Capital LLC, as amended by the certain First Amendment to Ground Lease and Option Agreement to Acquire Real Estate (SJ Parcels) dated March 17, 2024, and recorded on June 21, 2021, in the office of the Recorder of Lake County Indiana, as Document No. 2021-514389, as assigned to Developer by Assignment and Assumption of Lease Agreement dated April 25, 2023, and recorded on May 9, 2023, in the Office of the Records of Lake County, Indiana, as Instrument No. 2023-513189, as amended by Second Amendment to Ground Lease and Option to Acquire Fee Estate (SJ Parcels) dated April 25, 2023, and recorded on May 9, 2023, in the Office of the Recorder of Lake County Indiana, as Instrument No. 2023-513818, entered a lease on December 23, 2019 by which Lessee leases the Real Estate. Lessee intends to redevelop the Real Estate in accordance with The Gary Commerce Center Planned Unit Development District Ordinance #9478, as recommended for approval by Plan Commission on January 3, 2022, approved by the Common Council of the City of Gary on February 15, 2022, and executed by Mayor Jerome Price on February 23, 2022, thereby establishing a commercial business planned development district, and therein containing written text, plans, drawings, or any combination of items in specifying the permitted uses and development requirements that apply to the planned unit development district. This Covenant applies to the Owner until modified or terminated, and it applies to any person having an interest in the Real Estate, which includes the Lessee, for as long as the interest in the Real Estate exists, which includes the Lease for the Real Estate.

WHEREAS: Owner and Region Growth Capital LLC are parties to that certain Ground Lease and Option Agreement to Acquire Fee Estate (NSJ Parcels) dated as of December 23, 2019, as amended by that certain First Amendment to Ground Lease and Option Agreement to Acquire Fee

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Estate (SJ Parcels) dated March 17, 2021, a memorandum of which was recorded on June 21, 2021, in the office of the Recorder of Lake County Indiana ("Recorder") as Document No. 2021-514389, as amended by that certain Second Amendment to Ground Lease and Option to Acquire Fee Estate (SJ Parcels) and First Amendment to Memorandum of Ground Lease and Option to Acquire Fee Estate (SJ Parcels) dated April 25, 2023 and recorded with the Recorder on May 9, 2023 as Document No. 2023-513818, as assigned to Developer by Assignment and Assumption of Lease Agreement dated April 25, 2023 and recorded with the Recorder on May 9, 2023 as Document No. 2023-513189 (collectively, the "Lease").

WHEREAS: The remedy in the September 26, 1986, U.S. Environmental Protection Agency ("U.S. EPA") Record of Decision and the October 22, 2008 Explanation of Significant Differences (collectively, the "ROD") for the Lake Sandy Jo Superfund Site ("Site"), was prepared and implemented in accordance with the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. In addition, the remedial action has also been implemented in accordance with Title 13 of the Indiana Code and/or other applicable Indiana law as a result of a release of petroleum or regulated substances including hazardous waste or hazardous substances (collectively, "contaminants of concern" or "COCs") relating to the Site, U.S. EPA ID No. IND980500524, IDEM Site No. 7500077, which release affected the Real Estate. U.S. EPA and the Indiana Department of Environmental Management ("Department" or "IDEM") implemented certain response activities at the Site, including the following: on-Site disposal of excavated sediments; a soil cover; and an alternate water supply for locations using groundwater likely to be affected by Site contaminants.

WHEREAS: As required by the ROD, an Environmental Restrictive Covenant was recorded on the Real Estate on January 31, 2012 ("Original ERC"). With the approval of IDEM and U.S. EPA, this Covenant replaces the Original ERC.

WHEREAS: The remedy in the ROD, as concurred with by IDEM, provides that Site COCs will remain in the groundwater and in the soil of the Real Estate and require land use restrictions that must be maintained to ensure the protection of public health, safety, or welfare, and the environment. Sediments and surface soils throughout the Site were contaminated with polynuclear aromatic hydrocarbons and heavy metals. U.S. EPA contractors excavated Site sediments and disposed of them on-Site in various locations at the former landfill comprising most or all of the Site. The entire former landfill, including part or all of the Real Estate, is now under a soil cover and enclosed within a perimeter fence. Groundwater under the soil cover contained low concentrations of iron, manganese, sodium, magnesium and potassium; and low concentrations of volatile organic compounds, semi-volatile organic compounds and heavy metals. Benzene concentrations in groundwater immediately down-gradient of the Site exceeded U.S. EPA drinking water standards.

WHEREAS: The Real Estate was partially removed from the NPL on May 14, 2021. Specifically, the soil operational unit was removed from the NPL and the groundwater operational unit remains on the NPL. The attached Exhibit "C" contains a map showing the location of the Real Estate; the location of the fenced and capped landfill; and the location of the wells through which U.S. EPA and IDEM monitor Site groundwater contamination.

WHEREAS: In connection with its redevelopment plans, Lessee has submitted the following

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documents to U.S. EPA and IDEM: Health and Safety Plan (January 24, 2023, revised May 2023) prepared by Weaver Consultants Group ("Weaver"), Soil Management Plan (January 24, 2023, revised May 2023) prepared by Weaver; Geotechnical Evaluation Phase 2 Report; Subsurface Exploration (December 9, 2022) prepared by Weaver; Engineering Drawings prepared by Weaver; and Stormwater Report (December 12, 2022) prepared by Weaver (collectively "Plans"). U.S. EPA and IDEM have approved the Plans.

WHEREAS: Other plans submitted by or approved in writing by Owner or Lessee and which require approval by IDEM and U.S. EPA may be applicable hereto. Such plans shall not supersede or contradict the Plans, unless the discovery of circumstances unknown at the time of execution of this Covenant requires changes to address the circumstances.

WHEREAS: Certain COCs remain in the soil and groundwater of the Real Estate following completion of the remedy. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations provided that the Owner and Lessee implement and comply with the land use restrictions and with the operations and maintenance requirement for engineered controls as required herein. The known COCs remaining are listed on **Exhibit "D,"** which is attached hereto and incorporated herein.

WHEREAS: The ROD, environmental investigation reports, and other related documents 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/) and at the U.S. EPA website.

WHEREAS: The U.S. EPA in conjunction with IDEM will continue to conduct Five-Year Review Assessments to document that the Site remedy remains protective of human health and the environment.

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

I. RESTRICTIONS AND OBLIGATIONS

- I. Restrictions. Unless and until the Restrictions are modified or terminated as set out in Section IV, below, the Owner and any person having an interest in the Real Estate, including the Lessee, jointly and severally:
 - (a) Limitation on Activities. Shall prohibit any use of the Real Estate that may interfere with the response activities, long-term monitoring, maintenance of soil cover or maintenance of the approved substitute for the soil cover under the Operation & Maintenance Plan approved by U.S. EPA and IDEM, or measures necessary to assure the effectiveness and integrity of the remedy selected or undertaken at the Real Estate. Among the prohibited activities are actions that damage or prevent access to any Site monitoring wells, damage or prevent maintenance of the fence that surrounds the Site, or damage the integrity of the Site

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soil cover or the approved substitute for the Site soil cover. Should any component of the Site remedy be damaged or require relocation due to development activities, the Owner and Lessee shall provide notice to IDEM and U.S. EPA and shall be responsible for all repairs and relocation costs. The soil cover that serves as a cap on the former landfill shall be disturbed during development activities only when necessary. To be approved, any substitute to the soil cover must be at least as protective as the current soil cap as designed. Any such substitute must be implemented and maintained pursuant to a written operation and maintenance plan included in the Plans or a new written plan submitted by or approved in writing by Owner or Lessee and approved by IDEM and U.S. EPA to maintain the integrity of the substitute cap.

- (b) **Limitation on Building Occupancy.** Shall not use the Real Estate for residential purposes, including but not limited to, daily care facilities (e.g., daycare centers, schools and senior citizen facilities).
- (c) **Limitation on Use of Soil.** Shall not use the Real Estate for purposes of growing food crops or for any agricultural purpose.
- (d) **Limitation on Groundwater Usage.** Shall neither engage in nor allow the installation or use of groundwater wells on the Real Estate. There shall be no use of the groundwater underlying the Real Estate for any purpose, including, but not limited to: human or animal consumption, agriculture, gardening, and industrial process or cooling. However, groundwater may be extracted as part of an environmental Site investigation and/or remediation. If dewatering activities are to occur at the Real Estate, and the water is to be discharged off-Site to a storm drain or to a publicly owned treatment works (POTW) facility, an appropriate discharge permit must be obtained from IDEM's Office of Water Quality or from the local POTW. Groundwater generated during excavation activities must be handled in accordance with the Soil Management Plan, submitted to IDEM on January 24, 2023, and approved on June 6, 2023, (VFC 83510353), including clarifications detailed in the IDEM comment letters dated April 18, 2023, (VFC 83463352) and June 6, 2023, (VFC 83485217) and Developer's response letter dated May 5, 2023 (VFC 83472205). This may include amendments consistent with the Plans, submitted by or approved in writing by Owner or Lessee, and approved in writing by IDEM and U.S. EPA.
2. **Obligations.** Unless and until the Restrictions are modified or terminated as set out in Section IV, below, the Owner and any person having an interest in the Real Estate, including the Lessee, jointly and severally:
- (a) **Requirement for Compliance with the Soil Management Plan.** Shall implement and comply with the Soil Management Plan, submitted to IDEM on January 24, 2023, and approved on June 6, 2023, (VFC 83510353), including clarifications detailed in the IDEM comment letters dated April 18, 2023, (VFC 83463352) and June 6, 2023, (VFC 83485217), Developer's response letter dated May 5, 2023 (VFC 83472205) and any future amendments consistent with the Plans, submitted by or approved in writing by Owner or Lessee, and approved in writing by IDEM

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and U.S. EPA, during all excavation and construction activities that occur on the Real Estate during and following the development of the Real Estate which includes, but is not limited to, construction or installation of ditches, buildings, wells, pipes, or roads.

- (b) **Requirement for Execution of a New Instrument.** Shall require any subsequent owner, tenant or owner of a legal or beneficial interest in the Real Estate (each, a "Subsequent Owner") to execute an instrument (i) acknowledging receipt of this Covenant, (ii) agreeing to be bound by the terms and conditions of this Covenant imposed on that Subsequent Owner, and (iii) granting to IDEM, U.S. EPA, Owner, Developer and all Subsequent Owners the right, upon not less than five business days' prior written notice and subject to the rights of any owners, tenants and occupants of the Real Estate, to enter upon the Real Estate during customary business hours for purposes of verifying Subsequent Owner's compliance with the terms and conditions of this Covenant.
- (c) **Requirement for Notification to Other Lien or Easement Holders.** Shall identify and provide notice to U.S. EPA and IDEM of any existing and future easement holders that may interfere with the remedy's implementability or protectiveness. Shall require any existing easement holder or holder of other encumbrance, whose benefits/rights entail the right to excavate on the Real Estate, to execute a Joinder and Consent Form and provide a copy of that executed form to U.S. EPA and IDEM, prior to the recording of this Covenant. Shall require any prospective easement holders, whose benefits/rights entail the right to excavate on the Real Estate, to execute the Joinder and Consent Form prior to commencing excavation and provide a copy of that executed form to IDEM and U.S. EPA. A Joinder and Consent Form executed by an existing or prospective easement holder (see the attached Exhibit "E") shall acknowledge that such easement holders' right to excavate is contingent upon compliance with the approved Soil Management Plan (VFC #83510353) and its clarifications and any future amendments as set forth at Paragraph 2(e), above. A copy of the Soil Management Plan must be provided to each easement holder.
- (d) **Requirement to Restore Disturbed Soils.** As soon as practicable, 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 risk-based guidance current at the time of the excavation and construction activities. Upon the Department's request, the Owner or Lessee 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 and disposed of in accordance with all applicable federal and state laws.
- (e) **Compliance with Covenant and Other Approved Plans.** All activities and uses must be consistent with this Covenant, the Plans and with future plans generated by or approved in writing by and within the statutory authority of either U.S. EPA or IDEM.

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II. GENERAL PROVISIONS

3. **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.
4. **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 and obligations set forth in Section I above and with all other terms of this Covenant.
5. **Access.** The Owner or Lessee shall grant to the U.S. EPA and/or Department and its designated representatives the right to enter, with reasonable prior written notice, 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 at currently installed monitoring well locations.
6. **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.
7. **Notice to U.S. EPA, Department and the City of Gary of the Conveyance of Real Estate.** Owner agrees to provide notice to the U.S. EPA, the Department and the City of Gary 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, and (b) if it has been recorded, its recording reference, and (c) the name and business address of the transferee.
8. **Indiana Law.** This Covenant shall be governed by, and shall be construed and enforced

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according to, the laws of the State of Indiana.

9. **Annual Compliance Certification.** For the first five (5) years after the effective date of this Covenant, Owner or transferee, if applicable, shall annually submit to U.S. EPA, the Department and the City of Gary, written documentation verifying that the restrictions and obligations set forth herein remain in place and are being complied with, and describing how the Real Estate continues to be used in compliance with the foregoing restrictions and obligations ("Compliance Certification"). Thereafter Owner or transferee, if applicable, shall submit a Compliance Certification concurrent with U.S. EPA's Five-Year Review Assessment. Documentation shall be provided to U.S. EPA, IDEM and the City of Gary on July 1 of each year that a Compliance Certification is required, of each year beginning the year after the effective date of this Covenant, unless otherwise directed by U.S. EPA or IDEM.

III. ENFORCEMENT

10. **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, 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 and Lessee agree the provisions of this Covenant are enforceable and agree not to challenge the provisions or the appropriate court's jurisdiction. U.S. EPA shall have the right to enforce the restrictions described herein as if it were a party hereto.
11. **Compliance Enforcement.** Compliance with this Covenant may be enforced by applicable laws. Failure to timely enforce compliance with this Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce against any non-compliance. Nothing in this Covenant shall restrict the Department, U.S. EPA or others from exercising any authority under applicable law.

IV. TERM, MODIFICATION AND TERMINATION

12. **Term.** The restrictions shall apply until the U.S. EPA and the Department determine that the COCs no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.
13. **Modification and Termination.** This Covenant shall not be amended, modified, or terminated without the U.S. EPA and 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. In accordance with 329 IAC 1-2-7 and IC 13-14-2-9(d), the applicant shall reimburse the Department for reasonable administrative and personnel expense incurred by the Department in evaluating a proposed modification or termination of a restrictive covenant under this rule.

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V. MISCELLANEOUS

14. **Waiver.** No failure on the part of the U.S. EPA and 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.
15. **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.
16. **Change in Law, Policy or Regulation.** The parties intend that this Covenant shall not 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. If necessary to enforce this Covenant, the parties agree to amend this Covenant to conform to any such change. All statutory references include any successor provisions.
17. **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/Landlord:
City of Gary Redevelopment Commission
504 Broadway Ave #S200
Gary, IN 46402

To Developer/Tenant:
FSW (Gary) PropCo LLC
400 North Lasalle Suite 805
Chicago, IL 60654

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Institutional Control Group

To U.S. EPA:
Remedial Project Manager, Lake Sandy Jo Site
Superfund Division
U.S. Environmental Protection Agency, Region J
77 W. Jackson Blvd (SR-6J)
Chicago, IL 60604

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

18. **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.
19. **Authority to Execute and Record.** The undersigned persons executing this Covenant represent that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner or Lessee, and further represent and certify that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.
20. **Recordation.** Within thirty (30) days after the date of the final required signature, Owner or Lessee, if applicable, shall file this Covenant in the same manner as a deed to the Real Estate, with the Lake County Recorder's Office and provide a file-stamped copy to U.S. EPA and to IDEM.
21. **Effective Date.** The effective date of this Covenant shall be the date upon which the fully executed Covenant has been recorded as a deed record for the Real Estate with the Lake County Recorder's Office.

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EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 45-08-18-401-001.000-003, 45-08-18-328-004.000-003, 45-08-18-328-006.000-003,
45-08-18-328-007.000-003, 45-08-18-328-008.000-003, 45-08-18-328-009.000-003,
45-08-18-328-010.000-003, 45-08-18-328-011.000-003, 45-08-18-328-012.000-003,
45-08-18-328-013.000-003, 45-08-18-328-014.000-003, 45-08-18-426-021.000-003,
45-08-18-328-005.000-003, 45-08-18-328-003.000-003 and

Parcel 1: Lot 1, as marked and laid down on the recorded plat of "Gary Commerce Center", as per plat thereof recorded in Plat Book 116, page 87, in the Office of the Recorder of Lake County, Indiana.

Property of Lake County Recorder

EXHIBIT "g" SUMMARY OF QUIET TITLE JUDGMENTS

Count	Address	Parcel #	Case	Complaint Filed	Date Filed	Judgment Issued	Date Filed	Recorded Number	Date Recorded
1	2333 Wright Street	45-08-18-328-008.000-003	45C01-2009-PL-000593	X	9/6/2020	X	12/23/2020	2021-021097	3/9/2021
2	3901 West 25th Avenue	45-08-18-328-004.000-003	45D05-2008-PL-000561	X	8/31/2020	X	12/23/2020	2021-021107	3/9/2021
3	2537 Wright Street	45-08-18-328-009.000-003	45C01-2009-PL-000594	X	9/6/2020	X	12/23/2020	2021-021096	3/9/2021
4	2613 Wright Street	45-08-18-328-014.000-003	45C01-2009-PL-000592	X	9/4/2020	X	12/23/2020	2021-021098	3/9/2021
5	3911 West 25th	45-08-18-328-003.000-003	45D03-2009-PL-000591	X	9/6/2020	X	12/22/2020	2021-021099	3/9/2021
6	2529 Wright Street	45-08-18-328-007.000-003	45C01-2009-PL-000580	X	9/5/2020	X	12/23/2020	2021-021100	3/9/2021
7	2605 Wright Street	45-08-18-328-012.000-003	45D02-2009-PL-000588	X	9/6/2020	X	12/22/2020	2021-021101	3/9/2021
8	2601 Wright Street	45-08-18-328-011.000-003	45D02-2009-PL-000587	X	9/6/2020	X	12/22/2020	2021-021102	3/9/2021
9	2541 Wright Street	45-08-18-328-010.000-003	45C01-2009-PL-000586	X	9/4/2020	X	1/21/2021	2021-021103	3/9/2021
10	2609 Wright Street	45-08-18-328-013.000-003	45C01-2009-PL-000585	X	9/4/2020	X	12/23/2020	2021-021104	3/9/2021
11	2325 Wright Street	45-08-18-328-006.000-003	45D04-2009-PL-000575	X	9/2/2020	X	1/4/2021	2021-021105	3/9/2021
12	2521 Wright Street	45-08-18-328-005.000-003	45D10-2009-PL-000558	X	9/24/2020	X	1/11/2021	2021-021095	3/9/2021
13	3613 West 25th	45-08-18-401-001.000-003	45D05-2108-PL-000155	X	6/22/2021	X	7/21/2021	2021-048898	3/9/2021
14	3615 West 25th	45-08-18-401-001.000-003	See Quietclaim Deed	See Quietclaim				2021-093194	1/13/2021

Property Lake County Recorder

EXHIBIT "D"
List of Contaminants of Concern
Lake Sandy Jo Superfund Site, Gary, Lake County
IDEM Facility ID # 7500077/SZ025

Groundwater Analytical Results¹

Sample Location	Sample Date	Benzene Concentration Micrograms/liter(ug/L)
MW-003	May 26-27,2011	ND ²
MW-004	May 26-27,2011	ND
MW-005	May 26-27,2011	3.7
MW-006	May 26-27,2011	66.0
MW-016	May26-27,2011	10.0
MW-021	May26-27,2011	ND
MW-023R	May 26-27,2011	ND
Maximum Contaminant Level ³		5.0

Foot notes:

¹ The results (above) indicate contaminants of concern and the most recent analytical results as of the filing date of the ERC. Results cannot be relied upon to depict future environmental conditions at the site.

² ND = Non Detect

³ MCL = Maximum Contaminant Level (MCL) for Benzene in drinking water according to the primary drinking water standards of the Safe Drinking Water Act. Exceedence of the MCL is the action level used for this site.

Historical Contamination

When the remedial investigation (RI) was conducted at the Lake Sandy Jo site, the following **Contaminants** were found:

Groundwater:

Iron, Manganese, traces of cyanide, chlorobenzene, chloroethane, toluene, xylenes, benzene, and tetrahydrofuran

Surface Water/Sediments:

Heavy metals and Polycyclic Aromatic Hydrocarbons (PAHs)

Soils:

PAHs, phthalate esters, and lead

