

17

**Environmental Restrictive Covenant**

THIS COVENANT is made this 18<sup>th</sup> day of APRIL, 2007 by LAKHWINDER SINGH (together with his/her/its/their successors and assignees, collectively "Owner").

2007 089375

WHEREAS: Owner owns certain real estate in the County of Lake, Indiana, which is more particularly described in the attached Exhibit "A" and made a part hereof ("Real Estate"), which Real Estate was acquired by deed on August 10, 2004, and recorded on August 26, 2004, as Deed Record 2004-072720, in the Office of the Recorder of Lake County, Indiana.

WHEREAS: A corrective action plan was prepared and implemented in accordance with HS 13-23 and/or other applicable Indiana law as a result of a release of petroleum or regulated substances (collectively, "contaminants of concern") relating to the Shell Gasoline Station, FID #584, Incident #1999-02-513 which affected the Real Estate. Shell Oil Products, US implemented certain response activities at the Real Estate, including the following: soil boring and monitoring well advancement activities in order to delineate the extents of soil and groundwater impact and quarterly groundwater monitoring and sampling events.

STATE OF INDIANA  
FILED  
LAKELAND COUNTY  
RECORDER OF DEEDS  
NOV 09 2007  
MICHAEL J. KATONA  
AUDITOR

WHEREAS: The corrective action plan, as approved by the Indiana Department of Environmental Management ("Department"), provides that contaminants of concern will remain in the groundwater and/or in the soil of the Real Estate and requires land use restrictions that must be maintained to ensure the protection of public health, safety, or welfare, and the environment. Based upon the available soil analytical data, soil impact is located in the vicinity of soil boring B-1 and monitoring well MW-5. Soils are impacted with benzene and naphthalene which exceeds the IDEM RISC Residential Cleanup Objectives and TPH-GRO and TPH-DRO which exceeds the IDEM LUST Cleanup Objectives. The vertical extent of the hydrocarbon impact in soil extends to approximately 4 to 6.5-feet below ground level. The concentrations of constituents in soil comply with the IDEM RISC Commercial Cleanup Objectives. Concentrations of TPH-GRO and TPH-DRO exceed the IDEM LUST Cleanup Objectives. The horizontal extent of the hydrocarbon impact in soil is delineated towards the north, south, east, and west to the applicable IDEM RISC Residential and LUST Cleanup Objectives. Based upon the most recent groundwater chemical analytical data, groundwater impact is located in the vicinity of monitoring wells MW-3 and MW-5. Groundwater is impacted with benzene and ethylbenzene which exceed the IDEM RISC Residential Cleanup Objectives. Concentrations of benzene exceed the IDEM RISC Commercial Cleanup Objectives. The horizontal extent of groundwater impact has been delineated towards the north, south, east, and west to the applicable IDEM RISC Residential Cleanup Objectives. Those areas where the contaminants of concern remain on the Real Estate are termed the "Affected Area(s)" and are depicted on Exhibit B, attached hereto. A list of the contaminants of concern and the concentration levels/detected parameters are set forth in Table 1, attached hereto. The corrective action plan and related site documents are incorporated herein by reference and may be examined at the offices of the Department in the public file.

NOW THEREFORE, Owner, hereby, in consideration for the promises contained herein and

019124

4#  
00866284 #  
57743895 #

other good and valuable consideration imposes restrictions on the Real Estate and covenants and agrees that:

I. GENERAL PROVISIONS

1. Property Conveyance - Continuance of Provisions. The Owner shall prevent any conveyance of title, easement, or other interest in the Real Estate from being consummated without adequate and complete provision for compliance with the corrective action plan and prevention of exposure to contaminants of concern as described in paragraph 8, below.
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 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 the Real Estate, any subsequent owner agrees to comply with these restrictions and the terms of this Covenant.
4. Recordation. Unless this Covenant is terminated under paragraph 11, the Owner shall re-record this Covenant including any subsequent modifications and amendments forty-nine (49) years from the date of first recording, or any subsequent recordings, to ensure its continued applicability under the Marketable Title for Real Property Act found in IC 32-20.
5. 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 described in paragraph 8 are being maintained (and operated as applicable) in a manner that ensures the protection of public health, safety, or welfare and the environment; this includes the right to take samples, monitor compliance with the corrective action plan, and inspect records.
6. Written Notice of the Presence of Hazardous Substances. 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:

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED \_\_\_\_\_ 200\_, RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY ON**

\_\_\_\_\_, 200, INSTRUMENT NUMBER (or other identifying reference) \_\_\_\_\_ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

7. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department no later than thirty (30) days after any conveyance of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide Department with a certified copy of the instrument conveying any interest in any portion of the Real Estate and, if it has been recorded, its recording reference. Such notice shall also include the name and business address of the transferee.

## II. RESTRICTIONS AND OBLIGATIONS

8. The Owner shall:

- a) Prohibit any activity at the Real Estate that may interfere with the response activities, long-term monitoring, or measures necessary to assure the effectiveness and integrity of any response action, or component thereof, selected and/or undertaken at the Real Estate.
- b) 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) Not use the Real Estate for agricultural purposes.
- d) Neither engage in nor allow the installation or use of drinking water wells on the Real Estate. There shall be no consumptive, extractive or other use of the groundwater underlying the Real Estate that could cause exposure of humans or animals to the groundwater underlying the Real Estate, other than for site investigation and/or remediation purposes, without prior Department approval.
- e) Neither engage in nor allow excavation of soil below 4-feet deep anywhere in the Affected Areas of the Real Estate as depicted on Exhibit "B" without first submitting a work plan for approval by Department at least 30 days prior to beginning work. Any removal, excavation or disturbance of soil from or within the Affected Areas of the Real Estate must be conducted in accordance with all applicable requirements of IOSHA/OSHA, and soil that is removed, excavated or disturbed from the Affected Areas of the Real Estate must be managed and disposed of in accordance with all applicable federal and state laws and regulations.
- f) Not construct a dwelling or work place on the Real Estate unless a vapor intrusion control system is utilized.

## III. ENFORCEMENT

9. **Enforcement.** Pursuant to IC 13-14-2-6(5), the Department may proceed in court, by appropriate action to enforce this Covenant. Owner agrees that the restrictions are enforceable, and agrees not to challenge the appropriate court's jurisdiction.

#### IV. TERM, MODIFICATION AND TERMINATION

10. **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.
11. **Modification and Termination.** This Covenant shall not be amended, modified, or terminated except by written instrument executed between the Department and the owner of the Real Estate at the time of the proposed amendment, modification, or termination. Within five (5) days of executing an amendment, modification, or termination of the Covenant, such amendment, modification, or termination shall be recorded with the Office of the Recorder of Lake County and within five (5) days after recording, a true copy of the recorded amendment, modification, or termination shall be presented to the Department.

#### V. MISCELLANEOUS

12. **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.
13. **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.
14. **Change in Law or Regulation.** In the event that the Risk Integrated System of Closure ("RISC") is adopted by rule in Indiana, or in the event of any other change in applicable law or regulations, this Covenant shall be interpreted so as to ensure the continuing validity and enforceability of the restrictions listed in paragraph 8, above. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, RISC guidelines, or policies for environmental restrictive covenants or institutional or engineering controls change as to form or content. All statutory references include any successor provisions.
15. **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:  
LAKHWINDER SINGH  
SATWINDER SINGH

To Department:  
 IDEM, Office of Land Quality  
 IGCN-Suite 1101  
 100 N. Senate Ave.  
 Mail Code 65-45  
 Indianapolis, IN 46204-2251  
 Attn: Kay Ifekoya, ELTF Section

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.

16. **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 of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
17. **Liability.** An Owner's rights and obligations under this instrument terminate upon transfer of the Owner's interest in the Real Estate, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
18. **Authority to Execute and Record.** The undersigned persons executing this Covenant on behalf of the Owner represent and certify that they are duly authorized and have been fully empowered to execute, record, and deliver this Covenant.

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

IN WITNESS WHEREOF, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 18<sup>th</sup> day of April, 2007.



[Signature]  
 Owner

STATE OF Indiana )  
 ) SS:  
 COUNTY OF Lake )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lakhwinder Singh, the \_\_\_\_\_ of the Owner, \_\_\_\_\_, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 18 day of April, 2007.

Shannon K. Finnerty

Shannon K. Finnerty, Notary Public

Residing in Porter County, Indiana

My Commission Expires:

10-11-2014

This instrument prepared by:

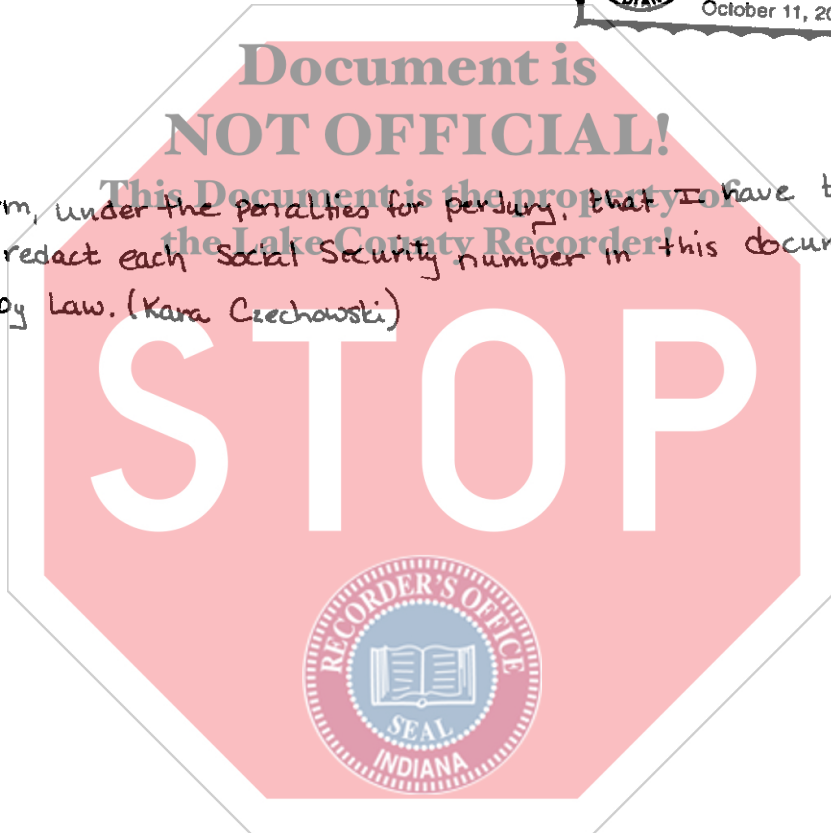
NESA & Associates, Inc.

[LUST Template ERC revised 9/02/05]



Document is  
NOT OFFICIAL!

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. (Kara Czechowski)



**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL ESTATE**



**Legal Description:** W.A. Ewing's Sub. Miller Station, Pt. Blk.  
3x125x207x125x210.35FT. Section 6 Township 36 Range 7 .547AC.

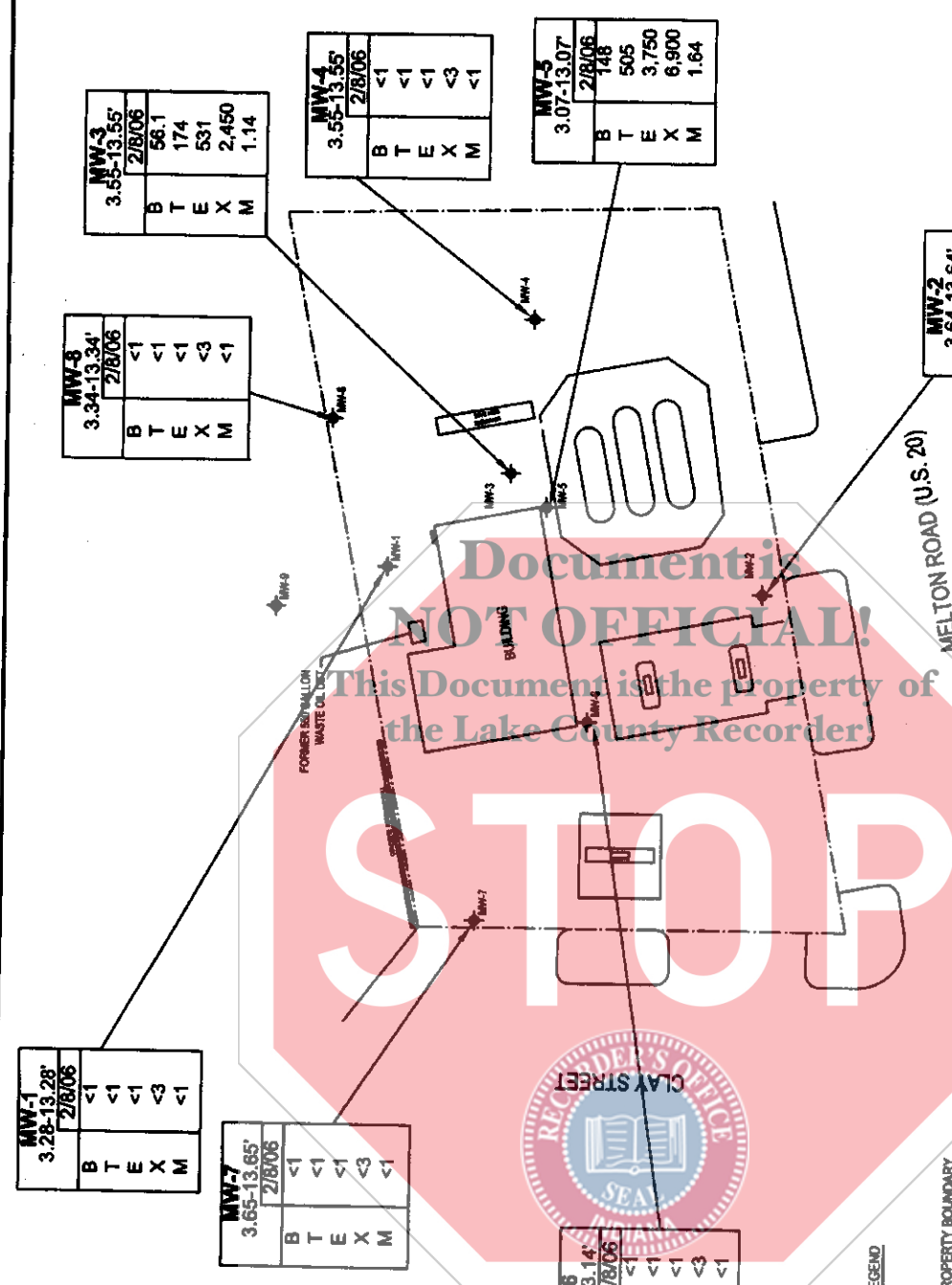




**EXHIBIT B**

**MAP DEPICTING THE LOCATION OF THE CHEMICALS OF CONCERN**





<b>MW-1</b>	3.28-13.28'	2/8/06
B	<1	<1
T	<1	<1
E	<1	<3
X	<3	<1
M	<1	<1

<b>MW-7</b>	3.65-13.65'	2/8/06
B	<1	<1
T	<1	<1
E	<1	<3
X	<3	<1
M	<1	<1

<b>MW-6</b>	3.34-13.14'	2/8/06
B	<1	<1
T	<1	<1
E	<1	<3
X	<3	<1
M	<1	<1

<b>MW-8</b>	3.34-13.34'	2/8/06
B	<1	<1
T	<1	<1
E	<1	<3
X	<3	<1
M	<1	<1

<b>MW-3</b>	3.55-13.55'	2/8/06
B	56.1	174
T	531	2,450
E	2,450	1.14
X	1.14	
M		

<b>MW-4</b>	3.55-13.55'	2/8/06
B	<1	<1
T	<1	<1
E	<1	<3
X	<3	<1
M	<1	<1

<b>MW-5</b>	3.07-13.07'	2/8/06
B	148	505
T	3,750	6,900
E	6,900	1.64
X	1.64	
M		

<b>MW-2</b>	3.64-13.64'	2/8/06
B	<1	<1
T	<1	<3
E	<3	<1
X	<1	<1
M	<1	<1

**LEGEND**

PROPERTY BOUNDARY

UNDERGROUND STORAGE TANK WITH CAPACITY IN GALLONS

MONITORING WELL LOCATION

- B BENZENE
- T TOLUENE
- E ETHYLBENZENE
- X XYLENES
- M METHYL-TERTIARY-BUTYL ETHER

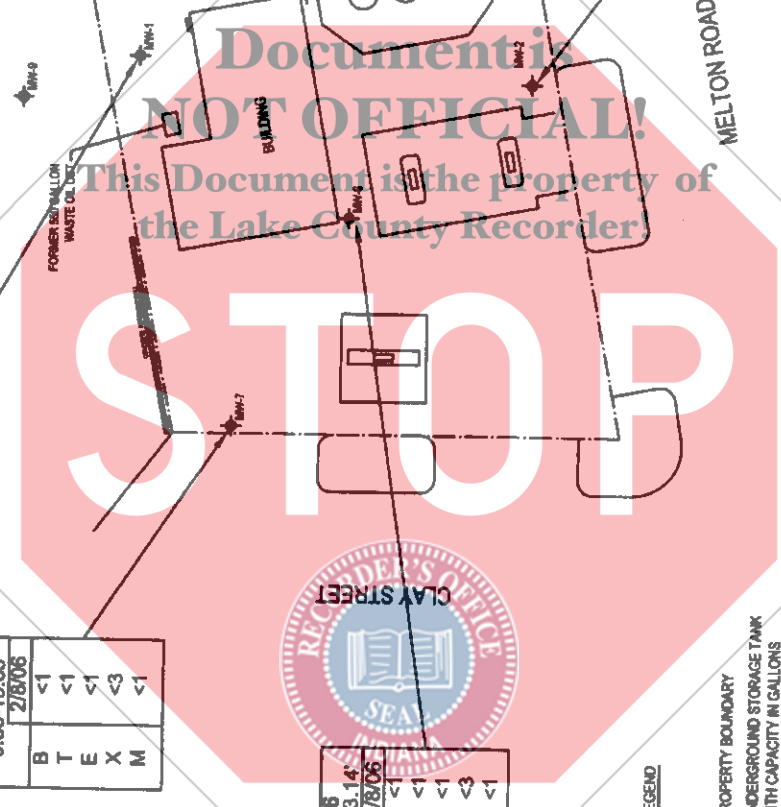
ALL CONCENTRATIONS PRESENTED IN ug/L.  
 MW-9 WAS INACCESSIBLE AND THEREFORE NOT SAMPLED  
 Not a legal survey.

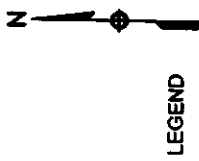


<b>PREPARED BY:</b>	<b>ME</b>
<b>DATE:</b>	12/2001
<b>MODIFIED BY:</b>	CMC
<b>DATE:</b>	2/28/06
<b>CHECKED BY:</b>	KKC

**EXHIBIT "B"**  
**GROUNDWATER ANALYTICAL**

**FORMER SHELITATION 4900 EAST AD GAR**





**LEGEND**

- ⊙ Soil Boring
- ⚡ Monitoring Well
- Property Line

- B Benzene
- T Toluene
- E Ethylbenzene
- X Xylenes
- M MTBE
- G TPH-GRO
- D TPH-DRO
- TRPH Total Recoverable Petroleum
- SVOC Hydrocarbons
- F Semi-Volatile Organic Compounds
- 2MN Fluoranthene
- N 2-Methylnaphthalene
- PCB Naphthalene
- Ba Poly-chlorinated Biphenyls
- Cd Barium
- Cr Cadmium
- Hg Chromium
- Ni Mercury
- Pb Nickel
- Zn Lead

All concentrations in mg/kg

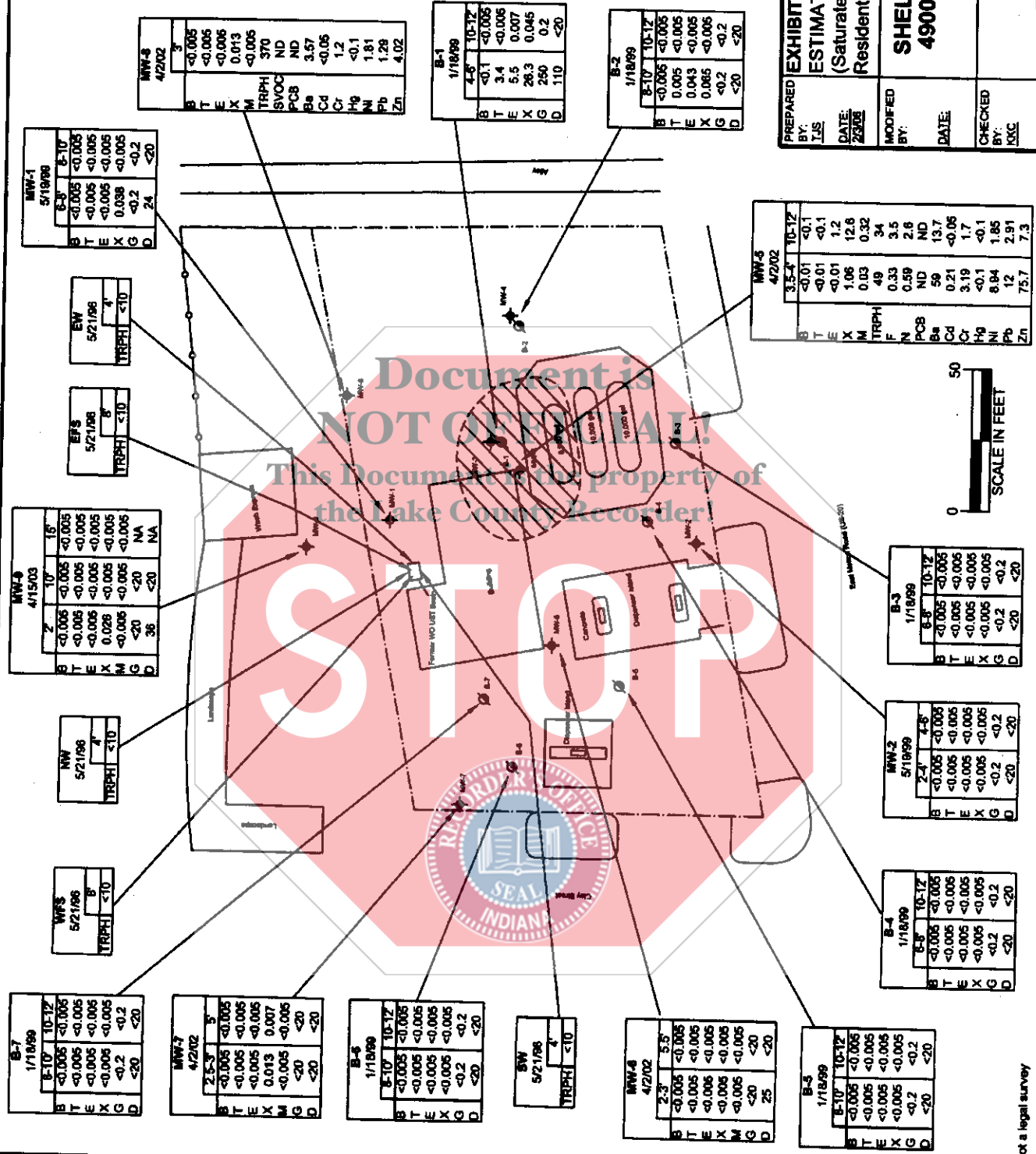
**EXHIBIT "B"**

**ESTIMATED AREA OF SOIL IMPACT**  
(Saturated Soils)-Exceeding IDEM RISC  
Residential & LUST Cleanup Objectives

**SHELL GASOLINE STATION**  
**4900 EAST MELTON ROAD**  
**GARY, INDIANA**



PREPARED BY:	ILS
DATE:	2/20/88
MODIFIED BY:	
DATE:	
CHECKED BY:	KCC



**MW-1**  
5/18/88

B	<0.005
T	<0.005
E	<0.005
X	<0.005
M	<0.005
G	<0.005
D	<0.2
TRPH	<10

**EW**  
5/21/88

TRPH	<10
------	-----

**EF5**  
5/21/88

TRPH	<10
------	-----

**MW-9**  
4/15/83

B	<0.005
T	<0.005
E	<0.005
X	<0.005
M	<0.005
G	<0.005
D	<20
TRPH	<10

**NW**  
5/21/88

TRPH	<10
------	-----

**WFS**  
5/21/88

TRPH	<10
------	-----

**B-7**  
1/18/89

B	<0.005
T	<0.005
E	<0.005
X	<0.005
M	<0.005
G	<0.2
D	<20

**MW-7**  
4/2/82

B	<0.005
T	<0.005
E	<0.005
X	<0.005
M	0.013
G	<20
D	<20

**B-8**  
1/18/89

B	<0.005
T	<0.005
E	<0.005
X	<0.005
M	<0.005
G	<0.2
D	<20

**SW**  
5/21/88

TRPH	<10
------	-----

**MW-8**  
4/2/82

B	<0.005
T	<0.005
E	<0.005
X	<0.005
M	<0.005
G	<20
D	<25

**B-5**  
1/18/89

B	<0.005
T	<0.005
E	<0.005
X	<0.005
M	<0.005
G	<0.2
D	<20

**B-3**  
1/18/89

B	<0.005
T	<0.005
E	<0.005
X	<0.005
M	<0.005
G	<0.2
D	<20

**MW-2**  
5/18/88

B	<0.005
T	<0.005
E	<0.005
X	<0.005
M	<0.005
G	<20
D	<20

**MW-5**  
4/2/82

B	<0.01
T	<0.01
E	1.06
X	0.03
M	49
G	0.33
D	0.59
TRPH	ND
F	59
2MN	13.7
N	ND
PCB	ND
Ba	3.5
Cd	2.8
Cr	1.7
Hg	0.21
Ni	3.19
Pb	<0.1
Zn	8.84



Not a legal survey

**TABLE 1**  
**LIST OF CHEMICALS OF CONCERN AND CONCENTRATION LEVELS/DETECTED**  
**PARAMETERS**



ERC Letter  
4900 East Melton Road, Gary, IN

Table 1. Soil Analytical Results

Date	Boring ID/Sample ID/Depth										RISC Default Commercial/Industrial Closure Levels
	NW (4')	EW (4')	SW (4')	EFS (8')	WFS (8')	B-1 (4-6')	B-1 (10-12')	B-2 (8-10')	1994 Action Levels	RISC Default Residential Closure Levels	
5/21/96											1/18/99
COC (results ppm)	NA	NA	NA	NA	NA	<0.1	<0.005	<0.005	NL	0.034	0.67
Benzene	NA	NA	NA	NA	NA	3.4	<0.005	<0.005	NL	12	240
Toluene	NA	NA	NA	NA	NA	5.5	0.007	0.043	NL	13	200
Ethylbenzene	NA	NA	NA	NA	NA	26.3	0.045	0.065	NL	190	410
Xylene	<10	<10	<10	<10	<10	NA	NA	NA	100/20	100/20	100/20
TRPH	NA	NA	NA	NA	NA	250	0.2	<0.2	100/20	100/20	100/20
TPH Gasoline	NA	NA	NA	NA	NA	110	<20	<20	100/20	100/20	100/20
TPH Diesel	NA	NA	NA	NA	NA						

Date	Boring ID/Sample ID/Depth										RISC Default Commercial/Industrial Closure Levels
	B-2 (10-12')	B-3 (8')	B-3 (6-10-12')	B-4 (6-8')	B-4 (10-12')	B-5 (8-10')	B-5 (10-12')	B-6 (8-10')	1994 Action Levels	RISC Default Residential Closure Levels	
1/18/99											1/18/99
COC (results ppm)	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	NL	0.034	0.67
Benzene	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	NL	12	240
Toluene	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	NL	13	200
Ethylbenzene	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	NL	190	410
Xylene	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	100/20	100/20	100/20
TPH Gasoline	<20	<20	<20	<20	<20	<20	<20	<20	100/20	100/20	100/20
TPH Diesel	<20	<20	<20	<20	<20	<20	<20	<20			

ERC Letter  
4900 East Melton Road, Gary, IN

Table 1. Soil Analytical Results

	Boring ID/Sample ID/Depth										MW-5 (3.5-4')	MW-2 (4-6')	MW-2 (2-4')	MW-1 (8-10')	MW-1 (6-8')	B-7 (10-12')	B-7 (10-12')	B-7 (10-12')	1994 Action Levels	RISC Default Residential Closure Levels	RISC Default Commercial/ Industrial Closure Levels
	Date	(results ppm)	1/18/99	5/19/99	4/2/02																
<b>COC</b>																					
Benzene	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.01	<0.01	<0.01	NL	0.034	0.67			
Toluene	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.01	<0.01	<0.01	NL	12	240			
Ethylbenzene	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.01	<0.01	<0.01	NL	13	200			
Xylene	<0.005	<0.005	<0.005	<0.005	0.038	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	1.06	1.06	1.06	NL	190	410			
MTBE	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.03	0.03	0.03	NL	0.35	5.6			
TRPH	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	49	49	49	100/20	100/20	100/20			
TPH Gasoline	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	NA	NA	NA	100/20	100/20	100/20			
TPH Diesel	<20	<20	<20	<20	24	<20	<20	<20	<20	<20	<20	<20	NA	NA	NA	100/20	100/20	100/20			
Fluoranthene	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.33	0.33	0.33	NL	880	880			
Naphthalene	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.59	0.59	0.59	NL	0.7	170			
PCBs	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	ND	ND	ND	NL	1.8	5.3			
Barium	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	59	59	59	NL	1,600	5,900			
Cadmium	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.21	0.21	0.21	NL	7.5	77			
Chromium	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.19	3.19	3.19	NL	38	120			
Mercury	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	<0.1	<0.1	<0.1	NL	2.1	32			
Nickel	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	8.94	8.94	8.94	NL	950	2,700			
Lead	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	12	12	12	NL	81	230			
Zinc	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	75.7	75.7	75.7	NL	10,000	10,000			

ERC Letter  
4900 East Melton Road, Gary, IN

Table 1. Soil Analytical Results

Date	Boring ID/Sample ID/Depth										1994 Action Levels	RISC Default Residential Closure Levels	RISC Default Commercial/Industrial Closure Levels	
	MW-5 (5.5-6.5')	MW-6 (2-3')	MW-6 (5.5')	MW-7 (2.5-3')	MW-7 (5')	MW-8 (3')	MW-9 (2')	MW-9 (10')	4/15/03					
	4/2/02													
	(results ppm)													
COC	<0.1	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	0.034	0.67
Benzene	<0.1	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	12	240
Toluene	1.2	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	13	200
Ethylbenzene	12.6	<0.005	<0.005	0.013	0.007	0.013	0.007	0.013	0.007	0.013	0.026	<0.005	180	410
Xylene	0.32	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	0.35	5.6
MTBE	34	NA	NA	NA	NA	NA	NA	NA	NA	370	NA	NA	100/20	100/20
TRPH	NA	<20	<20	<20	<20	<20	<20	<20	<20	NA	<20	<20	100/20	100/20
TPH Gasoline	NA	25	<20	<20	<20	<20	<20	<20	<20	36	<20	<20	100/20	100/20
TPH Diesel	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	Varied	Varied
SVOCS	3.5	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NL	NL
2-Methylnaphthlene	2.6	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NL	NL
Naphthalene	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NL	NL
PCBs	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.7	170
Barium	13.7	NA	NA	NA	NA	NA	NA	NA	NA	ND	NA	NA	1.8	5.3
Cadmium	<0.05	NA	NA	NA	NA	NA	NA	NA	NA	3.57	NA	NA	1,600	5,900
Chromium	1.7	NA	NA	NA	NA	NA	NA	NA	NA	<0.05	NA	NA	7.5	77
Mercury	<0.1	NA	NA	NA	NA	NA	NA	NA	NA	1.2	NA	NA	38	120
Nickel	1.85	NA	NA	NA	NA	NA	NA	NA	NA	<0.1	NA	NA	2.1	32
Lead	2.91	NA	NA	NA	NA	NA	NA	NA	NA	1.81	NA	NA	950	2,700
Zinc	7.3	NA	NA	NA	NA	NA	NA	NA	NA	1.29	NA	NA	81	230
		NA	NA	NA	NA	NA	NA	NA	NA	4.02	NA	NA	10,000	10,000

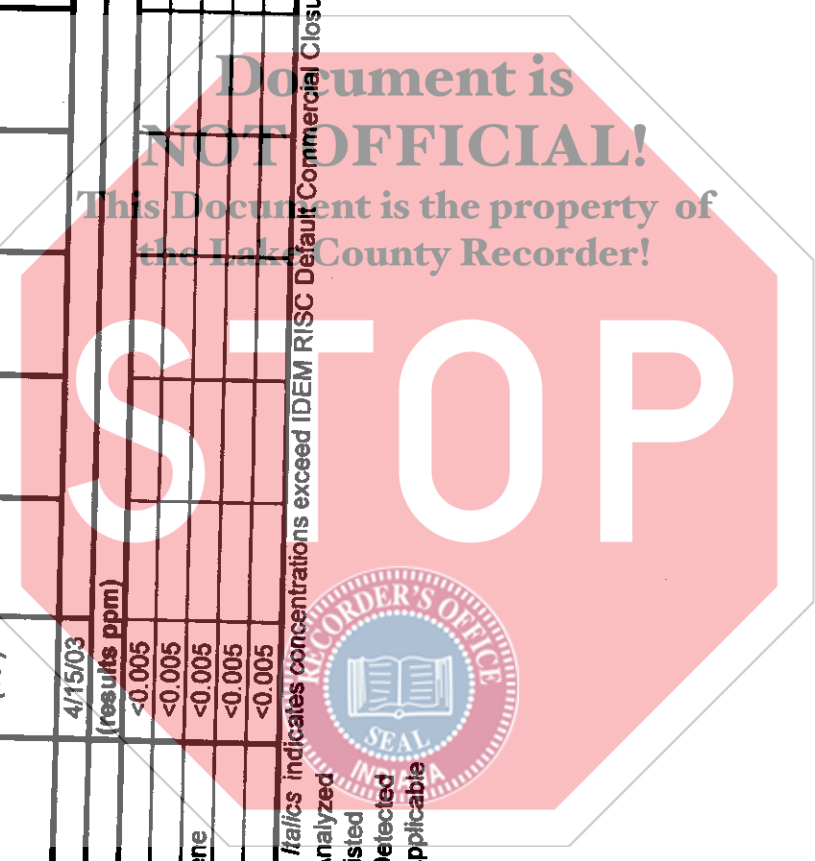
ERC Letter  
 4900 East Melton Road, Gary, IN

Table 1. Soil Analytical Results

Boring ID/Sample ID/Depth		1994 Action Levels	RISC Default Residential Closure Levels	RISC Default Commercial/Industrial Closure Levels
MW-9	(10')			
Date	4/15/03			
COC	(results ppm)			
Benzene	<0.005	NL	0.034	0.67
Toluene	<0.005	NL	12	240
Ethylbenzene	<0.005	NL	13	200
Xylene	<0.005	NL	190	410
MTBE	<0.005	NL	0.35	5.6

**BOLD and italics** indicates concentrations exceed IDEM RISC Default Commercial Closure Levels

NA = Not Analyzed  
 NL = Not Listed  
 ND = Not Detected  
 "-" = Not Applicable





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Table 1. Groundwater Analytical Results  
(11/8/05)

Table 1. Groundwater Analytical Results (11/8/05)									
Boring/MW ID/Sample ID									
	MW-1	MW-2	MW-3	MW-4	MW-5	MW-6	1994 Action Levels	RISC Default Residential Closure Levels	RISC Default Commercial/Industrial Closure Levels
<b>COC (results ppb)</b>									
Benzene	<1	<1	622	<1	153	<1	5	5	99
Toluene	<1	<1	524	<1	177.4	<1	700	700	10,000
Ethylbenzene	<1	<1	3,250	<1	1,400	<1	1,000	1,000	20,000
Xylene	<3	<3	4,410	<3	5,690	<3	10,000	10,000	180,000
MTBE	<1	<1	17.9	<1	12.9	<1	45	45	720

Boring/MW ID/Sample ID									
	MW-7	MW-8	MW-9				1994 Action Levels	RISC Default Residential Closure Levels	RISC Default Commercial/Industrial Closure Levels
<b>COC (results ppb)</b>									
Benzene	<1	<1	<1				5	5	99
Toluene	<1	<1	<1				700	700	10,000
Ethylbenzene	<1	<1	<1				1,000	1,000	20,000
Xylene	<3	<3	<3				10,000	10,000	180,000
MTBE	<1	<1	<1				45	45	720

**BOLD and /italics** indicates concentrations exceed IDEM RISC Default Commercial Closure Levels