

STATE OF INDIANA  
LAKE COUNTY  
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2017 JUL 21 PM 1:31

MICHAEL B. BROWN  
RECORDER

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2015 OCT 20 AM 9:29  
MICHAEL B. BROWN  
RECORDER

2015 070985

**FILED**

OCT 20 2015

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

**Environmental Restrictive Covenant**

THIS ENVIRONMENTAL RESTRICTIVE COVENANT is made this 20th day of OCTOBER, 2015, by NEW OBERPELTZ BREWING, LLC ("Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Lake, Indiana, which is located at 121 East Main Street in Griffith and more particularly described in the attached Exhibit "A" ("Real Estate"), which is hereby incorporated and made a part hereof. The Real Estate was acquired by deed on September 27, 2013, and recorded on October 29, 2013, as Deed Record 2013-080225, in the Office of the Recorder of Lake County, Indiana. The Real Estate, which is three parcels, consists of approximately 0.373 acres and is identified by the county by parcel identification numbers 45-11-02-126-006.000-006, 45-11-402-126-007.000-006, and 45-11-02-126-008.000-006. The Real Estate to which this Covenant applies is depicted on a map attached hereto as Exhibit "B".

WHEREAS: A Site Status Letter, a copy of which is attached hereto as Exhibit "C" was prepared and issued by the Indiana Department of Environmental Management ("the Department" or "IDEM") pursuant to the Indiana Brownfields Program's ("Program") recommendation at the request of the Owner to address the redevelopment potential of the Real Estate which is a brownfield site resulting from a release of hazardous substances relating to historic operations on or in the vicinity of the Real Estate, Program site number BFD #4150411.

WHEREAS: The Site Status Letter, as approved by the Department, provides that a certain contaminant of concern ("COC") was detected in ground water on the Real Estate but will not pose an unacceptable risk to human health at the detected concentration provided that the land use restrictions contained herein are implemented and maintained to ensure the protection of public health, safety, or welfare, and the environment. The COC is lead in ground water above the residential tap ground water screening level ("Res TAP GWSL").

WHEREAS: Soil and ground water on the Real Estate was sampled for volatile organic compounds ("VOCs"), polynuclear aromatic hydrocarbons ("PAHs") and lead. Investigations detected levels of lead above its Res TAP GWSL established by IDEM in the Remediation Closure Guide ("RCG") (March 22, 2012 and applicable revisions). Laboratory analysis detected lead in ground water in sample GW-01 at 94 parts per billion (ppb), which is above its RCG Res TAP GWSL of 15 ppb. The ground water analytical result above applicable RCG screening levels is depicted on Table 1,

**FILED**

JUL 21 2017

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

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7/10/17 TO INCL. SITE STATUS LETTER  
RE-RECORDED

2017 045246

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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

MICHAEL B. BROWN  
RECORDER

attached hereto as **Exhibit "D"**. A site map, attached hereto as **"Exhibit E"**, depicts sample location on the Real Estate at which the COC was detected in ground water above applicable RCG screening levels.

WHEREAS: Notwithstanding lead contamination in ground water having been detected at a level above the RCG Res TAP GWSL, IDEM approved a conditional residential closure of environmental conditions at the Site under the RCG since: (1) soil analytical results at the Real Estate were below the laboratory detection limits and the RCG screening levels; (2) the underground storage tank (UST) found on the Real Estate was closed in-place due to its location within the northern building; (3) potable water at the Real Estate is provided through a municipal water supply; and, (4) potential exposure to lead contamination in ground water on the Real Estate can be addressed through this Covenant. Therefore, environmental conditions on the Real Estate meet applicable residential cleanup criteria in the RCG so long as the land use restrictions required by this Covenant is maintained.

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

NOW THEREFORE, New Oberpfalz Brewing LLC subjects the Real Estate to the following restrictions and provisions, which shall be binding on New Oberpfalz Brewing LLC and all future owners:

I. RESTRICTIONS

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

II. GENERAL PROVISIONS

2. Restrictions to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon, and inure to the benefit of the Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees or their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting

under their direction or control ("Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in all or any part of the Real Estate by any person shall limit the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.

3. Binding upon Future Owners. By taking title to an interest in or occupancy of the Real Estate, any subsequent owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of determining whether the land use restrictions set forth in paragraph 1 above are being properly maintained (and operated, if applicable) in a manner that ensures the protection of public health, safety, or welfare and the environment. This right of entry includes the right to take samples, monitor compliance with the remediation work plan (if applicable), and inspect records.
5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances) the following notice provision (with blanks to be filled in):  

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED \_\_\_\_\_ 20\_\_\_\_, RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY ON \_\_\_\_\_, 20\_\_\_\_, INSTRUMENT NUMBER (or other identifying reference) \_\_\_\_\_ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.**
6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and include (a) a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if the instrument has been recorded, its recording reference(s), and (c) the name and business address of the transferee.
7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate the Department if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, the Department shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that contaminants of concern on the Real Estate no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.
10. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Lake County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner from complying with any other applicable laws.

13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, guidelines, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.
14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:

Dan Lehnerer  
New Oberpfalz Brewing LLC  
121 E. Main Street  
Griffith, Indiana 46319

To Department:

Indiana Brownfields Program  
100 N. Senate Avenue, Rm. 1275  
Indianapolis, Indiana 46204  
ATTN: Tracey Michael

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

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

15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.



**EXHIBIT A**

**Warranty Deed the Real Estate**



STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 080223

2013 OCT 29 AM 10:39

MICHAEL B. BROWN  
RECORDER

WARRANTY DEED

CRCCM 130372

**THIS INDENTURE WITNESSETH**, That Lynn C. Ramos and Javier Ramos, Husband and Wife (Grantor) **CONVEY(S) AND WARRANT(S)** to New Oberpfalz Brewing, LLC (Grantee) for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in Lake County, State of Indiana:

Lot 6, except the West 17 feet thereof, and all Lots 1, 2, 3, 4 and 5, Block 3, Dwiggin's Addition to Griffith, as per plat thereof, recorded in Plat Book 2 page 68, in the Office of the Recorder of Lake County, Indiana, excepting therefrom that part taken for the widening of Main Street adjoining on the North.

Property Address: 121 E. Main St., Griffith, IN 46319  
Tax ID No.: 45-11-02-126-008-000-006; 45-11-02-126-007-000-006 and 45-11-02-126-006-000-006

Subject to curren taxes, not delinquent, and all easements, agreements and restrictions of record and all public rights of way.

**IN WITNESS WHEREOF**, Grantor has executed this deed on the 27th day of September, 2013.

  
Lynn C. Ramos

  
Javier Ramos

STATE OF INDIANA  
COUNTY OF LAKE

)  
) ss.  
)

FILED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER  
OCT 25 2013  
PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

Before me, a Notary Public in and for said County and State, personally appeared Lynn C. Ramos and Javier Ramos, husband and wife, who acknowledged the execution of the foregoing deed.

Witness my hand and notarial seal on this 27th day of September, 2013.



Notary Public Jacalyn L. Smith  
Resident of Lake County  
My Commission expires: December 8, 2015

Prepared by: Donna LaMers, Attorney at Law #03089-64/jc

Grantee's Address: 1330 Beatrice Lane  
Tax Billing Address: Munster IN 46321

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law Jennifer Church. File No. 1303272

Return to: 1330 Beatrice Lane Munster IN 46321

CHECKED TIME



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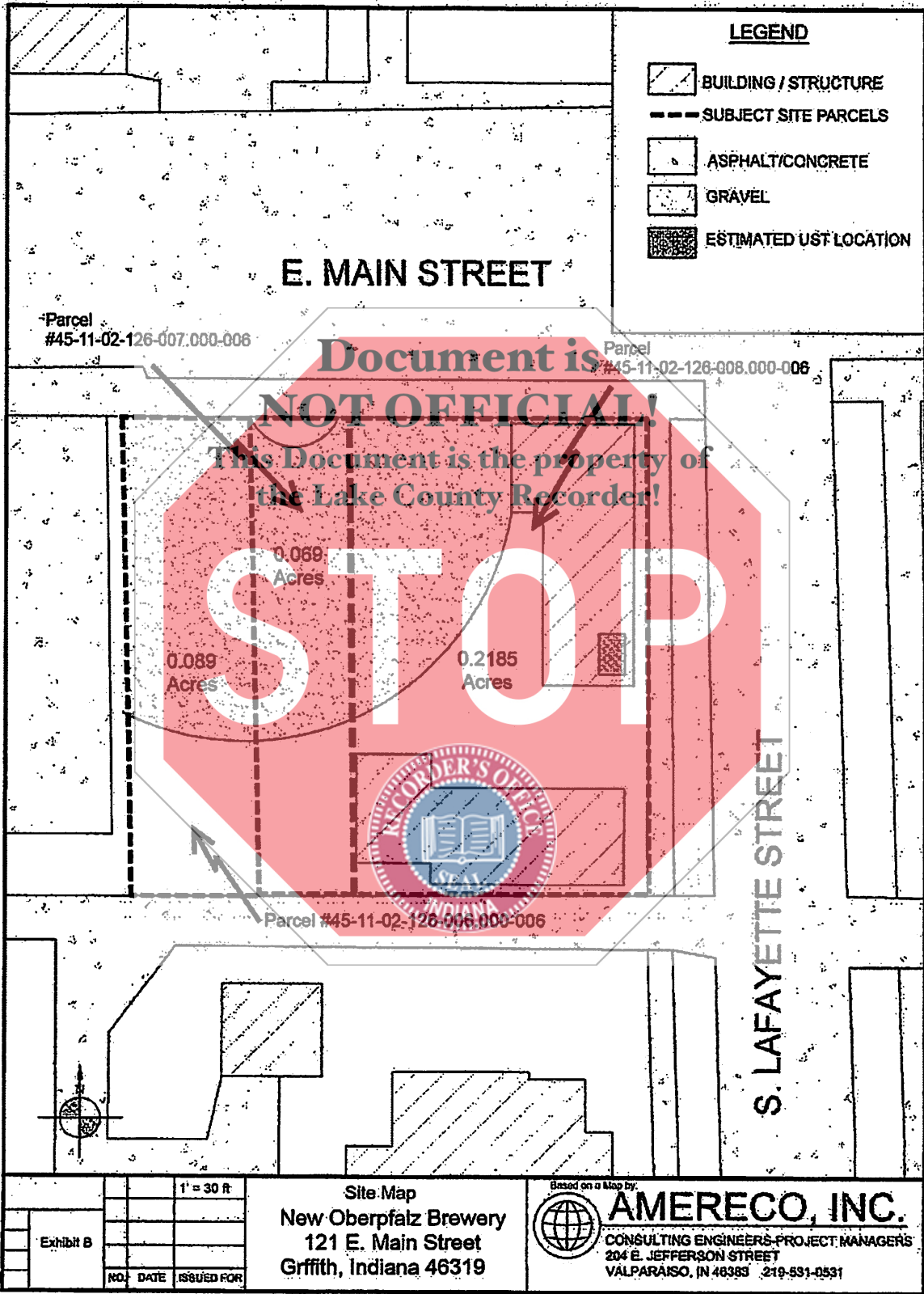
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**EXHIBIT B**

**Map of the Real Estate**





**EXHIBIT C**

**Copy of Site Status Letter**





INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
*We Protect Hoosiers and Our Environment.*

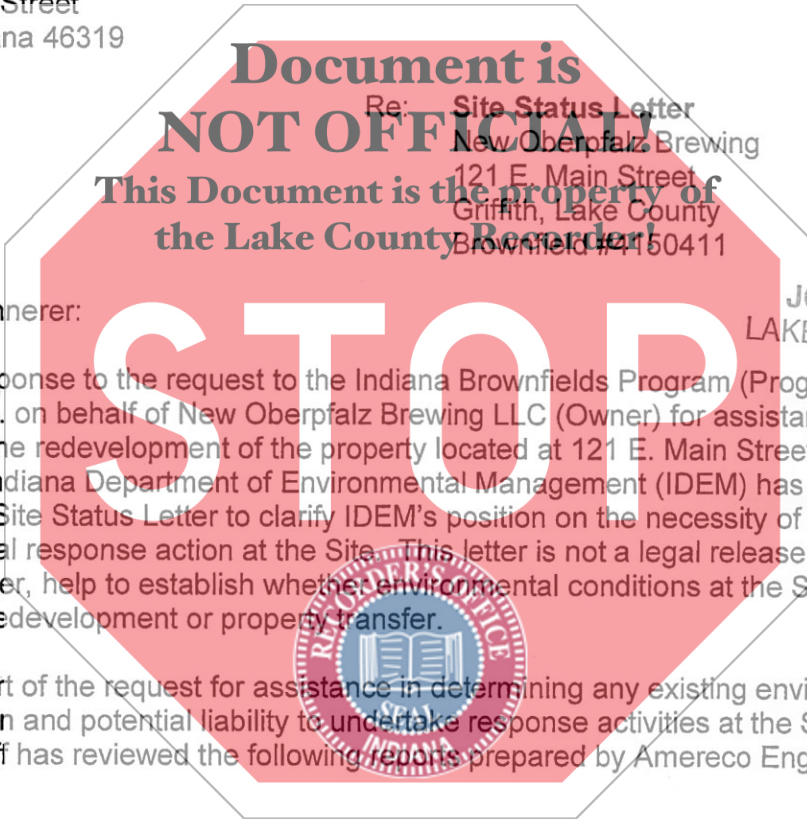
100 N. Senate Avenue • Indianapolis, IN 46204  
(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Michael R. Pence  
Governor

Carol S. Comer  
Commissioner

September 25, 2015

Dan Lehnerer  
New Oberpfalz Brewing LLC  
121 E. Main Street  
Griffith, Indiana 46319



**FILED**  
JUL 21 2017  
JOHN E. PETALAS  
LAKE COUNTY AUDITOR

Re: Site Status Letter  
New Oberpfalz Brewing  
121 E. Main Street  
Griffith, Lake County  
Brownfield #4150411

Dear Mr. Lehnerer:

In response to the request to the Indiana Brownfields Program (Program) by Amerco Inc. on behalf of New Oberpfalz Brewing LLC (Owner) for assistance concerning the redevelopment of the property located at 121 E. Main Street, Griffith (Site),<sup>1</sup> the Indiana Department of Environmental Management (IDEM) has agreed to provide this Site Status Letter to clarify IDEM's position on the necessity of an environmental response action at the Site. This letter is not a legal release from liability. It will, however, help to establish whether environmental conditions at the Site might be a barrier to redevelopment or property transfer.

As part of the request for assistance in determining any existing environmental contamination and potential liability to undertake response activities at the Site, Program staff has reviewed the following reports prepared by Amerco Engineering (Amerco):

- Phase I Environmental Site Assessment (2013 Phase I ESA), dated June 24, 2013
- Phase II Environmental Site Assessment (Phase II ESA), dated July 29, 2013
- Phase I Environmental Site Assessment, (2015 Phase I ESA), dated March 2, 2015

<sup>1</sup> The real estate owned by New Oberpfalz Brewing LLC is three parcels on one deed totaling 0.373 acres. However, the reports that evaluated historical uses of the property only addressed two of the three parcels. Without historical information about the western parcel, the Site for purposes of this Site Status Letter and IDEM's closure determination must be limited to the two parcels covered within the scope of available reports (Parcel#45-11-02-126-007.000-006 and #45-11-02-126-008.000-006).

## Site Description and History

The approximately 0.373-acre Site consists of three parcels identified by County Parcel #45-11-02-126-008.000-006, #45-11-02-126-007.000-006, and #45-11-02-126-006.000-006. The Site was likely developed with two structures in 1941. A restaurant operated in the 1,500 square foot building in the northeast corner of the Site and an auto repair garage operated in the 1,150 square foot building in the south-central portion of the Site until at least 1951, when a 680 square foot addition was added. After 1951, the northern building was used as retail space for a liquor store and an antique shop and the southern building was used as a beauty salon, a flower shop and an antique shop.<sup>2</sup> New Oberpfalz Brewing LLC purchased the property on September 27, 2013 and currently operates a microbrewery on the Site.

The surrounding properties consist of East Main Street, residential homes, and a restaurant to the north, Lafayette Avenue and an auto body shop to the east, residential homes to the south, and an unpaved parking lot and a hobby shop to the west.

## Environmental Conditions

For purposes of evaluating Site conditions for closure, sample analytical results were compared to IDEM's Remediation Closure Guide (RCG) (March 22, 2012 and applicable revisions) screening levels as follows: soil samples collected at depths between 0 and 10 feet below ground surface (bgs) were compared to RCG residential and commercial/industrial direct contact screening levels (RDCSL and IDCSL, respectively). Soil samples collected between 0 and 18 feet bgs were compared to the excavation worker direct contact screening level (EX DCSL). Soil samples collected at depths greater than 18 feet were not evaluated for purposes of closure because of the unlikely risk of exposure to soil at that depth. Ground water samples were compared to residential tap ground water screening levels (Res TAP GWSLs) and residential vapor exposure ground water screening levels (Res VE GWSLs), as well as commercial/industrial vapor exposure ground water screening levels (Indus VE GWSLs).

### 2013 Phase I

In June 2013, a Phase I ESA completed by Amereco (covering two of the three parcels that comprise the Site)<sup>3</sup> identified the following recognized environmental conditions (RECs):

<sup>2</sup> From searching City Directories and Sanborn maps, it appears the western-most parcel (included on the deed that includes the three parcels comprising the Site) has never been developed and may have always served as a parking lot.

<sup>3</sup> The June 2013 Phase I ESA covered only Parcel #45-11-02-126-007.000-006 and #45-11-02-126-008.000-006.

#### On-Site

- A non-operational underground storage tank (UST) was identified in the crawl space area of the basement in the northern building. The 9 foot by 4 foot concrete tank was covered with soil with only a corner exposed, though no signs of leaks or spills were present.
- The southern building was historically used as an auto repair and painting facility. Subsurface contamination is likely present that is associated with the improper handling and disposal of automotive fluids.

#### Off-Site

- The Main Street Body Shop at 213 E. Main Street is located on the adjacent property to West has been used as an auto repair facility since at least 1970. Subsurface contamination is likely present due to the improper handling practices and disposal of automotive fluids.

#### Phase II ESA

In July 2013, a Phase II investigation was completed to address RECs identified in the 2013 Phase I ESA. Seven soil borings (SB-01 through SB-07) with construction of one temporary monitoring well (in SB-03) were completed to a maximum depth of eight feet bgs.

Soil borings SB-01 and SB-02 were completed on the west-side of the northern building. Soil boring SB-03 was completed at the southern-end of the northern building to identify any contamination associated with the UST. Soil borings SB-04 and SB-05 were completed adjacent to the southern building to identify any contamination associated with the former auto repair operation. Soil borings SB-06 and SB-07 were completed on the west-side of the northern building to identify any contamination that may have migrated onto the Site from the adjacent property to the west/off-Site REC.

Eight soil samples and one ground water sample were collected for analysis of volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs) and lead. X-ray fluorescence (XRF) screening for metals was completed on soils at each location. No metal concentrations above RCG screening levels were detected during XRF soil screening activities. All remaining soil laboratory analytical results were also below the RCG RDCSLs.

Laboratory analysis detected lead in ground water from sample GW-01 at 94 parts per billion (ppb), which is above its RCG Res TAP GWSL of 15 parts ppb. Ground water analytical results from remaining sample locations were below Res TAP GWSLs. The consultant summarized that the elevated lead concentration in ground water was the result of turbidity associated with sampling from the temporary monitoring well.

During the Phase II ESA activities, the unused UST located within the crawl space of the northern building was accessed and it was determined that it contained between one and six inches of heating oil. In the Phase II ESA, Amereco recommended: *"The UST should be "pumped" if the UST is to be left in place. If the building onsite is to be demolished, the UST should be removed and decommissioned by licensed personnel..."*

#### 2015 Phase I ESA

The March 2015 Phase I ESA<sup>4</sup> identified lead in ground water as a REC at the Site. It also indicated that all other RECs identified within the 2013 Phase I ESA had been addressed through the 2015 Phase II investigation.

While the lead contamination identified in ground water could be the result of soil entrainment and turbidity in the ground water collected from the temporary monitoring well, no sampling information is available to determine the presence of dissolved lead and/or total lead in ground water. Therefore, potential exposure to the identified lead contamination in ground water will need to be addressed through an institutional control.

#### Conclusion

Notwithstanding lead contamination in ground water having been detected at levels above RCG Res TAP GWSLs on the Site, IDEM can approve a conditional residential closure of environmental conditions at the Site under the RCG since: (1) soil sampling results at the Site were below the laboratory detection limits and the RCG screening levels; (2) the heating oil UST is unregulated and no evidence of a release from it was detected as lead is not a constituent of heating oil; (3) potable water at the Site is provided through a municipal water supply; and, (4) the potential exposure to lead contamination in ground water can be addressed through an institutional control.

IDEM has determined based on available data that Site conditions currently present no threat to human health or the environment and that so long as the Site is maintained to uphold the land use restrictions discussed below, Site conditions satisfy conditional residential closure criteria in the RCG.

IDEM concludes, in part based on information provided by New Oberpfalz Brewing LLC that:

- (1) No state or federal enforcement action at the Site is pending;
- (2) No federal grant requires an enforcement action at the Site;
- (3) No condition on the Site constitutes an imminent and substantial threat to human health or the environment;

<sup>4</sup> The March 2015 Phase I ESA covered only Parcels #45-11-02-126-007.000-006 and #45-11-02-126-008.000-006.

- (4) Neither the New Oberpfalz Brewing LLC, nor an agent or employee of New Oberpfalz Brewing LLC caused, contributed to, or knowingly exacerbated the release or threat of release of any hazardous substance or petroleum at the Site through an act or omission;
- (5) New Oberpfalz Brewing LLC does not have any ownership interest in any entity that caused, contributed to, or knowingly exacerbated the release or threat of release;
- (6) There is no alternative basis for New Oberpfalz Brewing LLC's liability for historic contamination at the Site (e.g., liability as a generator) or by reason of the existence of a new source of contaminants on the Site; and,
- (7) Detected levels of contaminants at the Site meet conditional residential screening criteria established in IDEM's Remediation Closure Guide (March 22, 2012 and applicable revisions).

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

Since levels of lead detected in ground water at the Site were above the RCG Res TAP GWSL, an environmental restrictive covenant (ERC) is required to be recorded on the deed for the parcels that comprise the Site.<sup>5</sup> As a condition of the effectiveness of this Site Status Letter, IDEM is requiring land use restriction summarized below:

- Shall not use or allow the use or extraction of ground water at the Site for any purpose, including, but not limited to, human or animal consumption, gardening, industrial processes, or agriculture, without prior IDEM approval.

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

<sup>5</sup> In the alternative, additional ground water sampling could be conducted to demonstrate the levels of total lead or dissolved lead in ground water do not exceed applicable RCG screening levels. If that were to prove to be the case, the ERC would not be necessary to conclude that environmental conditions on the Site meet RCG closure criteria.



New Oberpfalz Brewing, Griffith – Site Status Letter  
BFD #4150411  
September 25, 2015  
Page 6 of 6

Indiana Brownfields Program  
100 North Senate Avenue, Room 1275  
Indianapolis, Indiana 46204  
ATTN: Tracey Michael

IDEM is pleased to assist the New Oberpfalz Brewing LLC with this request. Should you have any questions or comments, please contact Tracey Michael of the Indiana Brownfields Program at 317-233-2801 or toll-free at 1(800) 451-6027, extension 3-2801 or by email at [tmichael@ifa.in.gov](mailto:tmichael@ifa.in.gov).

Sincerely,

**Document is  
NOT OFFICIAL!**

*Bruce H. Polin for*

**This Document is the property of  
the Lake County Office of Land Quality**

Peggy Dorsey

Deputy Assistant Commissioner  
Office of Land Quality

**Enclosure**

cc: Jan Pels, U.S. EPA Region 5 (*electronic copy*)  
Meredith Gramelspacher, Indiana Brownfields Program (*electronic copy*)  
Tracey Michael, Indiana Brownfields Program (*electronic copy*)  
John Bllosky, Amereco Engineering. (*electronic copy*)

