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KATHERINE SWEENEY BELL
MARION COUNTY IN RECORDER
FEE: \$ 107.50
PAGES: 32
By: SC

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT is made this 9th day of December, 2015, by Linda Kopetsky LLC ("Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Marion, Indiana, which is located at 1330 Madison Avenue in Indianapolis 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 April 14, 2015, and recorded on April 15, 2015, as Deed Record A 201500041330, in the Office of the Recorder of Marion County, Indiana. The Real Estate consists of approximately 2.2 acres and is identified by the county by parcel identification number 49-11-13-211-006.000-101. The Real Estate to which this Covenant applies is depicted on a map attached hereto as Exhibit "B".

WHEREAS: A Comfort 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 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 in the vicinity of the Real Estate, Program site number BFD #4141205.

WHEREAS: The Comfort 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 concentrations 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 trichloroethene ("TCE").

WHEREAS: Soil, ground water, soil gas, and indoor air on the Real Estate were sampled for some or all of the following: polynuclear aromatic hydrocarbons ("PAHs"), volatile organic compounds ("VOCs"), and metals. Investigations detected levels of TCE above its residential tap ground water screening level ("Res TAP GWSL"), residential vapor exposure ground water screening level ("Res VE GWSL"), and commercial/industrial vapor exposure ground water screening level ("Indus VE GWSL") established by IDEM in the Remediation Closure Guide (March 22, 2012 and applicable revisions) ("RCG"). Ground water analytical results above applicable RCG screening levels are summarized on Table 1, attached hereto as Exhibit "D". A site map, attached hereto as "Exhibit E", depicts sample locations on the Real Estate at which the COC was detected in ground water above applicable RCG screening levels.



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WHEREAS: The Department has not approved closure of environmental conditions on the Real Estate under the Remediation Closure Guide. However, the Department has determined that the land use restrictions contained in this Covenant will enable the Real Estate to be used safely for commercial/industrial use.

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, 12th 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, Linda Kopetsky LLC subjects the Real Estate to the following restrictions and provisions, which shall be binding on Linda Kopetsky LLC and all future owners:

I. RESTRICTIONS

1. Restrictions. The Owner and all future owners:
 - (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 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.
 - (c) Shall not occupy any newly-constructed building(s) on the Real Estate without first notifying the Department and obtaining the Department's concurrence that the vapor intrusion pathway is incomplete and there are no unacceptable subsurface vapor to indoor air risks to human health subject to current Department guidance.

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 MARION 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 Marion 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:

Linda Kopetsky LLC
1644 West Edgewood Avenue, Suite D & E
Indianapolis, IN 46217
ATTN: Linda Kopetsky

To Department:

Indiana Brownfields Program
100 N. Senate Avenue, Rm. 1275
Indianapolis, Indiana 46204
ATTN: Tracy Concannon

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.

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

IN WITNESS WHEREOF, Linda Kopetsky LLC, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 9th day of December, 2015.

Linda Kopetsky LLC

STATE OF La)
COUNTY OF Madison) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Linda Kefauver the member of the Owner, Linda Kefauver, LLC, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 9th day of Dec., 2015

Rey E. Scanlon

Rey E. Scanlon, Notary Public

 Residing in Madison County, IN

My Commission Expires:

2/20/2016

This instrument prepared by:

Richard S. VanRheenen
VanRheenen & Associates, P.C.
2500 One American Square
Indianapolis, IN 46282

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.

K. S. Van Rensselaer (Printed Name of Declarant)

EXHIBIT A

Personal Representative's Deed for the Real Estate

Chicago Title - Downtown

Doc # 44907 KB

Personal Representative's Deed

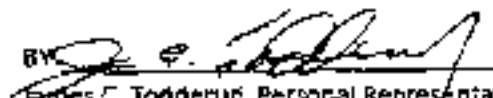
This instrument Witnesseth that James C. Todderud, in his capacity as Personal Representative of the Estate of Daniel L. Barnett, deceased, pursuant to the authority granted to James C. Todderud in Order Approving Petition to Sell Commercial Real Property Dated May 15, 2013 in Cause No: 49D08-1209-ES-036098, the decedent being the sole member of 1330 Madison Avenue Realty, LLC, ("Grantor") of Marion County, State of Indiana, CONVEYS AND WARRANTS to UNDA KOPETSKY LLC, an Indiana limited liability company ("Grantee") of Marion County, in the State of Indiana, for the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following real estate in Marion County, State of Indiana, commonly known as 1330 Madison Avenue, Indianapolis, IN 46225, and more particularly described on the attached "Exhibit A." Subject to taxes for May 2014, due and payable in May 2015, and subject to taxes payable thereafter. Subject to covenants, agreements, easements, restrictions and all rights of way of record.

The undersigned, James C. Todderud, represents that he is the current Personal Representative of the Estate of Daniel Lyle Barnett, Cause No. 49D08-1209-ES-036098, and has full authority and capacity to execute this deed, and that neither the grantee nor any other party shall have any responsibility for the application of any proceeds from this conveyance.

The undersigned further represents that 1330 Madison Avenue Realty, LLC, was administratively dissolved by the Indiana Secretary of State on September 3, 2010; that Daniel L. Barnett, deceased, was the sole member of 1330 Madison Avenue Realty, LLC; and that this deed being executed by James C. Todderud, as Personal Representative of the estate Daniel L. Barnett, deceased, is "an act necessary to wind up and liquidate 1330 Madison Avenue Realty, LLC's business and affairs," pursuant to Indiana Code Sec. 23-12-9-3.

In Witness Whereof, Grantor has caused this deed to be executed this 14th day of April, 2015.

1330 Madison Avenue Realty, LLC, Grantor

BY 
James C. Todderud, Personal Representative of
the Estate of Daniel Lyle Barnett, Deceased, as
Sole Member of 1330 Madison Avenue Realty, LLC

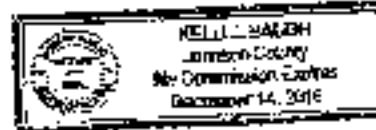
STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared James C. Todderud, as Personal Representative, who acknowledged the execution of the foregoing Personal Representative's Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 14th day of April, 2015.

Signature _____, Notary Public

Printed: KELLI J. BAUGH My Commission Expires: 12-14-2016



My County Of Residence Is: Johnson County, Indiana

Prepared by Stacy N. Todderud, attorney at law, 10029 E. 126th Street, Suite C, Fishers IN 46038

I affirm, under the penalties for perjury, that I have taken reasonable care to reflect each Social Security Number in this document, unless required by law, Stacy N. Todderud

Grantee mailing address and please send tax statements/notices to:

1694 W. Edgewood Ave Ste C Indianapolis IN 46217

RECEIVED

AUG 25 2007

Marion County Assessor

WARRANTY DEED

This Indenture WITNESSETH, that PAMELA L. SIMPSON Trustee of the ELDON L. and JUNE PIERCE FAMILY TRUST, of Marion County, State of Indiana, CONVEY AND WARRANT TO: 1300 MADISON AVENUE REALTY, LLC, of Marion County, in the State of Indiana, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Marion County, Indiana:

Comprising or comprising:
1300 S. Madison Avenue

Part of the Northwest Quarter of the Northwest Quarter of Section 13, Township 16 North, Range 3 East in Marion County, Indiana, including Lots 1, 2, and 3 in Stanton and Cadogan Subdivision, the plat of which is recorded in Plat Book 3, page 188, in the Office of the Recorder of Marion County, Indiana, all more particularly described as follows:

Beginning on the West Line of Madison Avenue, formerly known as Madison State Road, five said miles 33.00 feet West from the East line of the said Quarter Quarter Section, North 01 degrees 21 minutes 00 seconds East, measured along said West line, 529.82 feet to the South line of the said Quarter Quarter Section, thence North 50 degrees 00 minutes 00 seconds West, parallel with the South line of the said Quarter Quarter Section 340.70 feet to a curve which has Easely 50.00 feet, measured normally from the center line of the main tract of the Penn Central Railroad, said curve having a radius of 4,895.27 feet and the radius point of said curve bears North 33 degrees 11 minutes 14 seconds East, thence Northerly along said curve and parallel with the said main tract 100.53 feet to Southwest corner of the said Lot 2 which bears South 84 degrees 22 minutes 10 seconds West from the said radius point, thence North 50 degrees 00 minutes 00 seconds West along the South line of the said Lot 2, extended West 38.54 feet to the Southwest corner of land conveyed by Quit Claim Deed executed May 17, 1917, in Land Record 64 page 397, in the Office of the Recorder of Marion County, Indiana (said corner lies on a curve having a radius of 4,894.69 feet and bears South 84 degrees 24 minutes 08 seconds West from the said radius point), thence Northerly along the East line of said land conveyed by Quit Claim Deed and along the said curve which is parallel with the said main tract 182.83 feet to the South line of Orange Street at a point which bears South 85 degrees 18 minutes 28 seconds West from the said radius point, thence South 89 degrees 41 minutes 00 seconds East along said South line of Orange Street 367.45 feet to the West line of Madison Avenue, thence South 01 degree 21 minutes 00 seconds West along the said West line 280.45 feet to the Place of Beginning, containing 2.2338 acres.

Subject to all easements, restrictions, covenants, encumbrances, and rights-of-way of record.

Subject to the installment of taxes due and payable in November, 2007, and thereafter.

IN WITNESS WHEREOF, Signatories have executed this deed this 27th day of August, 2007.

RECORDED 8/24/07 10:10 AM
MARION COUNTY, INDIANA

5.62 LAR 5911-6

2007-08-24 10:10 AM

08/23/07 10:10 AM L. Simpson 00320 WEST 000000 25 0000 0000 2

1st 1 2007-08-24

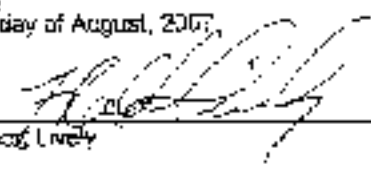
Pamela L. Simpson, Trustee
PAMELA L. SIMPSON, Trustee
Eldon L. and June Pierce Family Trust

COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Pamela L. Simpson, who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated any representations therein contained are true.

Witness my hand and Notarial Seal this 27th day of August, 2007.

My Commission Expires:
July 11, 2015
County: Marion


F. Robert Lively

THIS INSTRUMENT PREPARED BY: F. Robert Lively, Attorney at Law, 5330 Madison Avenue, Indianapolis, Indiana 46227; Telephone: (317) 732-9204

RETURN TO: 1330 Madison Avenue, Indianapolis, Indiana 46227

SEND TAX STATEMENTS TO: 1330 Madison Avenue, Indianapolis, Indiana 46227

I AFFIRM UNDER PENALTIES
FOR PERJURY THAT I HAVE TAKEN
REASONABLE CARE TO RE-FACT EACH OF THE
SECURITY NUMBER IN THIS DOCUMENT
UNLESS REQUIRED BY LAW

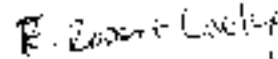
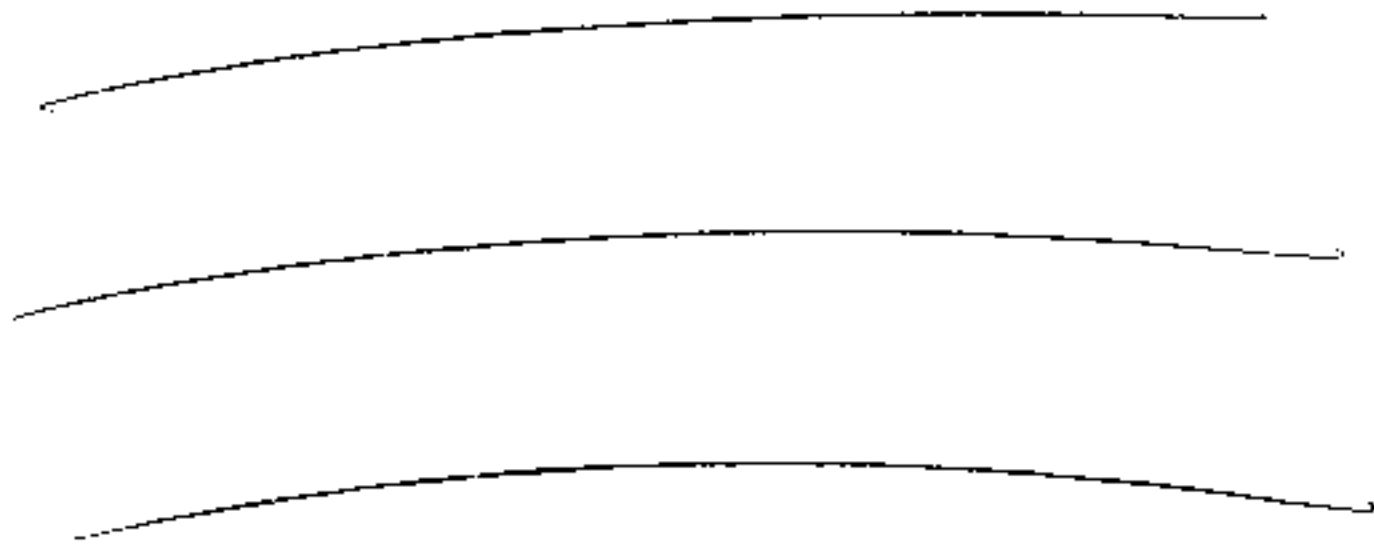

F. Robert Lively

EXHIBIT B

Map of the Real Estate



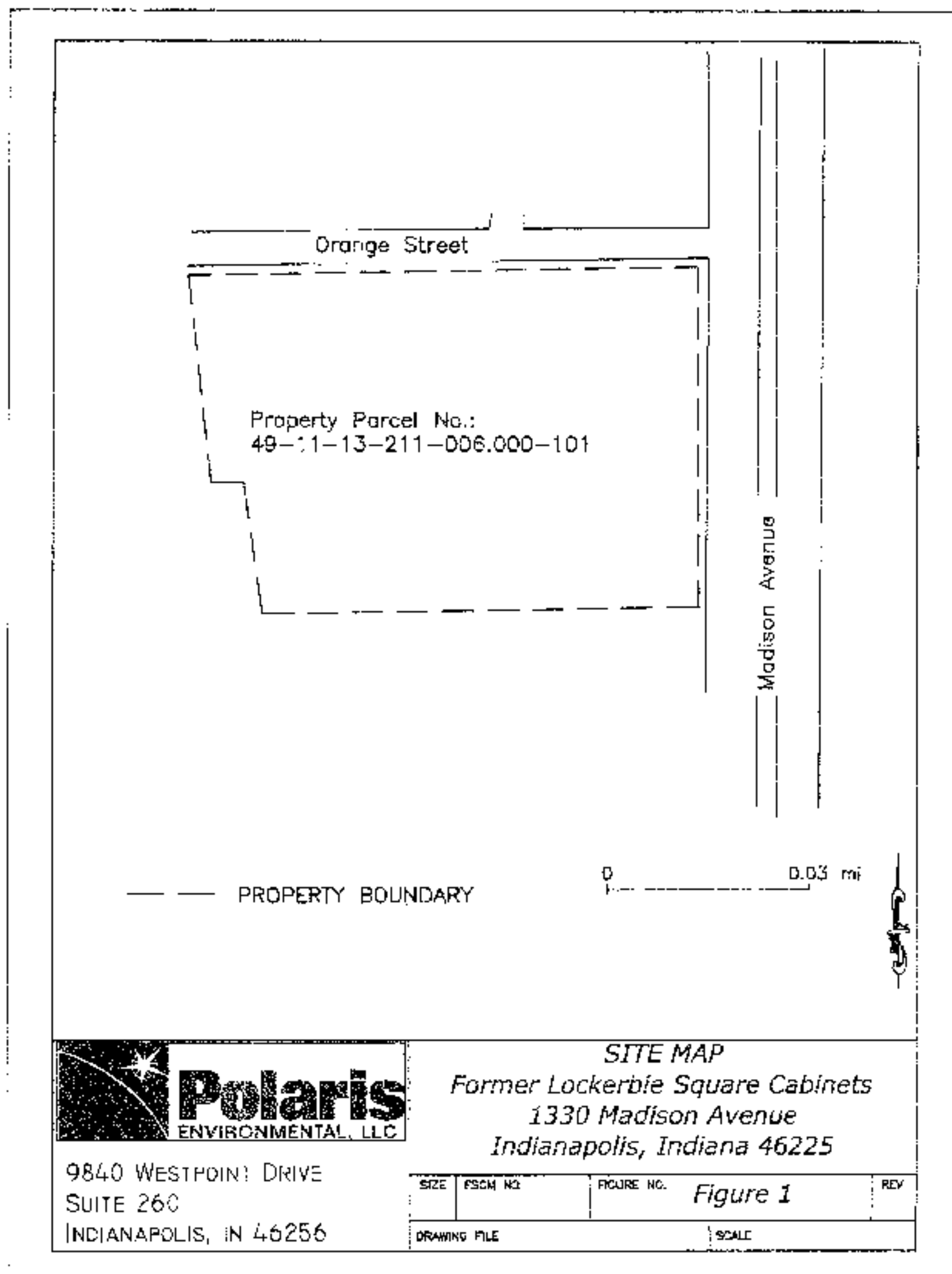


EXHIBIT C

Copy of Comfort Letter

[Redacted content]



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204

(800) 451-6027 • (317) 232-9603 • www.idem.IN.govMichael R. Pence
GovernorThomas W. Easterly
Commissioner

May 6, 2015

Linda Kopetsky
1644 West Edgewood Avenue
Suites D & E
Indianapolis, IN 46217Re: **BFPP Comfort & Contaminated
Aquifer Letter**Lockerbie Square Cabinets
1330 Madison Avenue
Indianapolis, Marion County
Brownfield #4141205

Dear Ms. Kopetsky:

In response to the request by Barnes & Thornburg LLP on behalf of Linda Kopetsky LLC (Owner) to the Indiana Brownfields Program (Program) for assistance concerning the property located at 1330 Madison Avenue (Site), the Indiana Department of Environmental Management (IDEM) has agreed to provide this Comfort Letter to outline applicable limitations on liability with respect to hazardous substances and/or petroleum found on the Site. This letter does not provide a release from liability, but provides specific information with respect to some of the criteria the Owner must satisfy to qualify for relief from potential liability related to hazardous substances contamination under the bona fide prospective purchaser (BFPP) exemption under Indiana Code (IC) § 13-25-4-8(b) (incorporating section 101(40) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 et. seq., and 42 U.S.C. § 9607(r)) and potential liability for petroleum contamination under the BFPP exemption under IC § 13-23-13 and IC § 13-24-1. This letter will also address the reasonable steps IDEM recommends the Owner undertake to prevent or limit human, environmental, and/or natural resource exposure to previously released hazardous substances and/or petroleum found at the Site and help to establish whether environmental conditions might be a barrier to redevelopment or transfer.

Site Description and History

The 2.2-acre Site is comprised of one parcel identified by the county by parcel #49-11-13-211-006.000-101 on which is located a 36,763 square foot building constructed in 1974. The Site consisted of residences until 1898 when the western portion was developed for industrial use by the Indianapolis Drop Forge Company. The eastern portion of the Site remained residential until 1949 when Indianapolis Drop Forge



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May 6, 2015
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expanded to occupy the entire Site. In 1972, Indianapolis Drop Forge ceased operations and the facility was demolished. The Site was redeveloped into a commercial warehouse facility in 1974 occupied by Calderon Brothers Vending Company. In 1990, the Site was sold and occupied by Speedway Press Inc. printers until 2000 and Pierce Hart Inc. advertising specialists at least through 2006. Also in 2000, the Site became occupied by Lockerbie Square Cabinets until 2012. The property is currently vacant. The Site was previously owned by 1330 Madison Avenue Realty, LLC. The Owner acquired the Site from the Estate of Daniel L. Barnett c/o James C. Todderud (personal representative) in April 2015. The redevelopment plans for the Site include continued commercial/industrial use.

The Site is bound to the north by Orange Street followed by an office building (former Mitsubishi Chemical facility); to the east by Madison Avenue followed by green space and residences; to the south by a commercial property used as a public auction house, Ryder truck rental, and Gold Star Automotive (currently owned by the Owner); and, to the west by residences and Penn Central Corp railroad tracks.

As part of this request, the Owner provided the Program with a *Phase I Environmental Site Assessment* (Phase I ESA) dated December 8, 2014 prepared for Linda Kopetsky by Polaris Environmental, LLC (Polaris). The Owner obtained a letter from Polaris allowing it to rely on the Phase I ESA on April 8, 2015. The Phase I was conducted utilizing the American Society for Testing and Materials (ASTM) Practice E1527-13, Standard Practice for Environmental Site Assessment, which satisfies the federal "All Appropriate Inquiries" (AAI) rule set forth in 40 CFR Part 312. In an effort for the Owner to qualify as a BFPP, Linda Kopetsky provided answers to the user-specific questions on behalf of the Owner at the time it obtained a reliance letter to ensure its satisfaction of the federal AAI rule.

The Phase I identified the following recognized environmental conditions (RECs):

On-Site:

- Site investigation activities determined ground water at the Site is contaminated with trichloroethene (TCE) at concentrations above its applicable IDEM screening level.
- The Indianapolis Drop Forge Company operated two gasoline underground storage tanks (USTs) (believed to have been converted to fuel oil USTs), two additional fuel oil USTs and one fuel oil AST between the years 1914 and 1969.

Off-Site:

- Seradyn (former Mitsubishi Chemical facility) is located north of the Site across Orange Street at 1200 Madison Avenue. This facility is considered a controlled REC (CREC) because IDEM issued a Site Status Letter dated

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December 18, 2003 restricting the residential use of the property. Polynuclear aromatic hydrocarbons (PAHs) and volatile organic compounds (VOCs) in soil and ground water were below then-applicable 1996 IDEM Voluntary Remediation Program Resource Guide nonresidential land use criteria, but above residential land use criteria.

- Two historical gasoline and auto repair service stations were located east-southeast of the Site at 211 Orange Street and 1325 Madison Avenue.

In addition to the above-noted RECs, the following Non-Scope Issues were identified:

- Presence of suspected asbestos-containing material (ACM)
- Presence of potential lead-based paint

Pursuant to ASTM E1527-13, Standard Practice for Environmental Site Assessment and ASTM E2600-10 Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions, Polaris ordered a Vapor Encroachment Screen of the Site from Environmental Data Resources (EDR) to evaluate the presence or likely presence of vapor-phase chemicals of concern in soil at the Site that might result from contaminated soil and/or ground water either on or near the Site. The EDR Vapor Encroachment Screen identified 11 potential vapor encroachment concerns (VECs) associated with off-Site properties. Refer to Table 1, below, for descriptions of the identified VECs.

TABLE 1
Off-Site Vapor Encroachment Conditions

VEC #	Location (miles)	Description	Rationale
1	<1/10 S	Ryder Truck Rental	UST/LUST
2	1/10-1/3 ESE	Marsh Village Pantry 548	
3	<1/10 SSW	Levi Hall - Rear	
4	<1/10 ESE	C Frank Bernhardt	
5	<1/10 E	Floyd B Turner	Historical Gas Station
6	<1/10 E	Fleet Care	
7	<1/10 S	WM Sarachman	
8	<1/10 S	Jos M Harlow	
9	<1/10 ESE	John A Tinsley - Rear	Historical Dry Cleaners
10	1/10-1/2 ESE	Parkway Cleaners	
11	1/10-1/3 ESE	Mrs. Bessie Vawter	

Notes: S - south
 E - east

ESE - east southeast
 SSW - south southwest

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Polaris identified the Mitsubishi Chemical (Seradyn) facility formerly located north of the Site as a potential VEC since it was within 100 feet of the Site and VOCs were detected in soil and ground water on that property.

Environmental Conditions

As part of the request for assistance in determining any existing environmental impacts and potential liability at the Site, Program staff also reviewed the following documents and reports:

- Phase I Site Assessment, dated July 9, 2013, prepared by Patriot Engineering and Environmental, Inc. (Patriot)
- *Phase II Limited Subsurface Investigation*, dated September 23, 2013, prepared by Patriot
- Sample Results Letter, dated March 18, 2014, prepared by Terra Environmental Corporation (Terra)
- Sampling and Analysis Plan and Results, dated 2014, prepared by Polaris

For purposes of this letter, sample analytical results from on-Site investigations 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 (RDCSLs and IDCSLs, respectively) and the excavation worker soil exposure direct contact screening levels (EX DCSLs); soil samples collected between 0 and 18 feet bgs were also compared to the EX DCSLs; and, 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 both residential tap ground water screening levels (Res TAP GWSLs) and residential and commercial/industrial vapor exposure ground water screening levels (Res VE GWSLs and Indus VE GWSLs, respectively).

Phase I Environmental Site Assessment – July 2013

The July 2013 Phase I revealed six fuel oil USTs as having been present at the Indianapolis Drop Forge facility from 1949 to 1969 based on Sanborn fire insurance maps. The Indianapolis Drop Forge facility was demolished in 1972 with no record of tank removal.

Phase II Limited Subsurface Investigation – September 2013

In June 2013, prior to advancing soil borings, a geophysical survey was performed to identify if any historical USTs were located on the western portion of the Site. One anomaly was identified in the northwest corner of the Site. However, no UST is depicted at this location on historical Sanborn fire insurance maps. Five soil borings

Locke-Bie Square Cabinets, Indianapolis - Comfort & Contaminated Aquifer Letter
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(SB-1 through SB-5) were advanced at the Site to a maximum depth of 35 feet bgs. Temporary ground water wells were installed in borings SB-1, SB-2, and SB-4.

In August 2013, another geophysical survey was conducted to identify if any USTs identified on historical Sanborn fire insurance maps were located within the footprint of the on-Site building. No USTs were identified during the survey; but, areas of disturbed subsurface material consistent with a UST pit were identified below the south-central portion of the Site building and in the west-central portion of the Site west of the loading dock area. Five additional borings (SB-6 through SB-10) were advanced on-Site to a maximum depth of 36 feet bgs. Temporary ground water wells were installed in each boring location. Ground water flow direction was determined to be across the Site to the west. Three indoor air samples (IA-1 through IA-3) were collected from within the southeast corner, office area, and south-central portion of the on-Site building.

In September 2013, two additional indoor air samples (IA-1 and IA-2) were collected from locations previously sampled in August 2013. Two other indoor air samples (IA-4 and IA-5) were collected in the northeast corner and northwest portion of the on-Site building. Three sub-slab vapor ports (VP-1 through VP-3) were also installed in the building.

Soil and ground water samples were analyzed for some or all of the following: VOCs, PAHs, cadmium, chromium, zinc, and lead. Indoor air and sub-slab soil gas (SGss) samples were analyzed for VOCs. Benzo(a)pyrene was detected in soil in SB-4 at a concentration greater than its RCG RDCSL, but below its IDCSL. Program staff calculated the average benzo(a)pyrene concentration in Site soil to be 0.072 parts per million (ppm), which is below its RDCSL.

TCE was detected in all but one ground water sample at concentrations in excess of its Res TAP GWSL, Res VE GWSL, and/or Indus VE GWSL. Benzo(a)anthracene, benzo(a)pyrene, and benzo(b)fluoranthene were detected in ground water from temporary well SB-7 and/or SB-8 at concentrations in excess of their respective Res TAP GWSLs. Total lead was detected in all ground water samples in excess of its Res TAP GWSL; however, dissolved lead levels were below its laboratory detection limit in the five temporary wells (SB-6 through SB-10). 1,4-Dichlorobenzene, 1,2,4-trichlorobenzene, 1,2,4-trimethylbenzene, m-xylene, and p-xylene were detected in indoor air samples in excess of their respective Res IA VESLs. Benzene, ethylbenzene, n-hexane, and TCE were detected in indoor air samples at concentrations in excess of their respective Res IA VESLs and/or Indus IA VESLs. Tetrachloroethene (PCE) was detected in soil gas sample VP-2 in excess of its calculated RCG sub-slab soil gas screening level.¹ However, based on the size and ceiling height of the current building, IDEM thinks a more appropriate attenuation factor

¹ As specified in Table 10-A of the IDEM Remediation Closure Guide, soil gas screening levels are calculated by dividing the applicable RCG residential and commercial/industrial indoor air screening levels by an attenuation factor of 0.1.

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would be 0.01 and re-evaluating the results using that factor, the PCE concentration detected in soil gas does not exceed the calculated RCG sub-slab soil gas screening level. Refer to Tables 2, 3, and 4, below, for a summary of analytical data above applicable RCG screening levels.

TABLE 2

June 2013 Soil Concentrations Exceeding Applicable IDEM RCG Screening Levels

Contaminant Detected	Sample & Result (parts per million (ppm))		Calculated Average	RDCSL	IDCSL
	Location	Depth (bgs)			
	SB-4	4-6 feet			
Benzo(a)pyrene		0.608	0.072	0.21	2.9

Notes: *italics* - above RCG Residential Direct Contact Screening Level
 bgs - below ground surface

TABLE 3

August and September 2013 Ground Water Concentrations Exceeding Applicable IDEM RCG Screening Levels

Sample Location	Contaminants Detected & Results (parts per billion (ppb))					
	TCE	Benzo(a)-anthracene	Benzo(a)-pyrene	Benzo(b)-fluoranthene	Lead	
					Total	Dissolved
SB-1	6.6	<0.10	<0.10	<0.10	2,470	NA
SB-2	9.6	<0.10	<0.10	<0.10	1,640	NA
SB-4	22.9	<0.10	<0.10	<0.10	680	NA
SB-6	51.8	<0.10	<0.10	<0.10	1,950	<5.0
SB-7	41.4	3.7	2.2	1.2	808	<5.0
SB-8	<5.0	0.37	0.14	<0.10	1,130	<5.0
SB-9	33.3	<0.10	<0.10	<0.10	1,360	<5.0
SB-10	77.8	<0.10	<0.10	<0.10	428	<5.0
Res TAP GWSL	5	0.29	0.20	0.34	15	
Res VE GWSL	9.1	NE				
Indus VE GWSL	38					

Notes: ppb - parts per billion NE - not established NA - not analyzed
italics - above RCG Residential Tap Ground Water Screening Level
bold - above RCG Residential Vapor Exposure Ground Water Screening Level
underline - above RCG Commercial/Industrial Vapor Exposure Ground Water Screening Level

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TABLE 4
2013 Indoor Air Concentrations
Exceeding Applicable IDEM RCG Screening Levels

Contaminant Detected	Sample ID/Date & Results ($\mu\text{g}/\text{m}^3$)						Res IA VESL	Indus IA VESL
	IA-1		IA-2		IA-3	IA-4		
	8/22/13	9/12/13	8/22/13	9/12/13	8/22/13	9/12/13		
Benzene	7.5	3.0	31.1	2.5	10.9	2.4	3.6	16
1,4 -Dichlorobenzene	3.1	2.7	3.0	2.4	4.8	<2.4	2.6	11
Ethylbenzene	16.8	23.0	53.5	19.9	25.3	8.3	11	49
n-Hexane	84.6	323	231	616	138	1,550	730	3,100
1,2,4 -Trichlorobenzene	<1.7	<1.4	<2.2	<1.8	4.3	<2.0	2.1	8.8
TCE	9.1	0.79	<1.2	<1.0	2.5	6.3	2.1	8.8
1,2,4 -	7.5	13.6	23.0	16.7	11.1	<5.0	7.3	31
m & p - Xylene	61.2	79.3	181	69.9	83.8	29.1	100	440

Notes: *italics* - above RCG Residential Vapor Exposure Indoor Air Screening Level
bold - above RCG Commercial/Industrial Vapor Exposure Indoor Air Screening Level
 $\mu\text{g}/\text{m}^3$ - micrograms per cubic meter

Sample Results - March 2014

In February 2014, eight borings (B-1 through B-8) of unreported depth were advanced on-Site. Temporary ground water wells were installed in each of the borings. Soil samples were analyzed for VOCs and PAHs. Ground water samples were analyzed for VOCs, PAHs, and metals.

No contaminants were detected in soil in excess of their respective RCG RDCSLs. TCE was detected in all of the ground water samples at concentrations in excess of its Res TAP GWSL, Res VE GWSL, and/or Indus VE GWSL. Chromium was also detected in ground water at a concentration greater than its Res TAP GWSL. Refer to Table 5. below, for a summary of ground water analytical data above applicable RCG screening levels.

TABLE 5
February 2014 Ground Water Concentrations
Exceeding Applicable IDEM RCG Screening Levels

Contaminant Detected	Sample Location & Results (parts per billion (ppb))								Res TAP GWSL	Res VE GWSL	Indus VE GWSL
	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-8			
TCE	9.6	13.5	11.7	73.1	64	135	42.8	97.5	5	9.1	38

Notes: *italics* - above RCG Residential Tap Ground Water Screening Level
bold - above RCG Residential Vapor Exposure Ground Water Screening Level
underline - above RCG Commercial/Industrial Vapor Exposure Ground Water Screening Level

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Off-Site Sampling and Analysis Plan and Results – 2014

In July 2014, three borings (B1 through B3) were installed off-Site to the north and west of the Site to determine if the TCE contaminated ground water detected on the Site originates from an off-Site up-gradient source. Ground water samples were analyzed for VOCs and PAHs. In addition, five indoor air samples (IA 1 through IA 5) were collected from the four corners and office area within the on-Site building. Indoor air samples were analyzed for VOCs.

TCE was detected in all three of the off-Site ground water samples above its RCG Res TAP GWSL, Res VE GWSL, and/or Indus VE GWSL. PCE and TCE were detected in two indoor air samples, but below their respective Res IA VESLs. Refer to Table 6 below for a summary of ground water analytical data above applicable RCG screening levels.

TABLE 6
July 2014 Off-Site Ground Water Concentrations
Exceeding Applicable IDEM RCG Screening Levels

Contaminant Detected	Sample Location & Results (parts per billion (ppb))			Res TAP GWSL	Res VE GWSL	Indus VE GWSL
	B1	B2/DUP	B3			
TCE	5.5	<u>112 / 134</u>	8.2	5	9.1	38

Notes: *italics* - above RCG Residential Tap Ground water Screening Level
bold - above RCG Residential Vapor Exposure Ground water Screening Level
underline - above RCG Commercial/Industrial Vapor Exposure Ground water Screening Level
 DUP - field duplicate

Liability Clarification

IDEM's "Brownfields Program Comfort and Site Status Letters" Non-rule Policy Document, W-0054 (April 18, 2003) (Comfort and Site Status Letter Policy), provides that IDEM may issue a letter to a stakeholder involved in redevelopment of a brownfield if the stakeholder satisfies certain eligibility criteria outlined below. IDEM concludes, based in part on information provided by the Owner, 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;
- (4) neither the Owner nor an agent or employee of the Owner caused, contributed to, or knowingly exacerbated the release or threat of release of any hazardous substance at the Site, and;

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- (5) the Owner is eligible for an applicable exemption to liability, specifically the bona fide prospective purchaser (BFPP) exception to liability for hazardous substance contamination found in IC §13-25-4-3(b) and for petroleum contamination under IC §§ 13-23-13 and 13-24-1, provided the applicable statutory criteria are met and for application of an IDEM enforcement discretion policy, specifically IDEM's Nonrule Policy Document "*Property Containing Contaminated Aquifers*," W0047 (January 30, 1997) (Contaminated Aquifers Policy).

As discussed below, the Owner has demonstrated to IDEM's satisfaction that it is eligible for the State BFPP exemption from liability for hazardous substance or petroleum contamination provided it takes the "reasonable steps" required by statute, recommendations for which are also discussed below.

Pursuant to the Contaminated Aquifers Policy, IDEM will not pursue any person for response costs related to, or require them to respond to, a release of petroleum or a hazardous substances if the person can demonstrate that the contamination at issue has come to be located on the property solely as the result of subsurface migration in an aquifer from a source outside the boundaries of the property and the landowner did not cause, contribute to, or exacerbate the release or threat of release of the contamination. Based on the information reviewed by the Program to date, IDEM has determined that:

- 1) the TCE contamination detected in ground water on the Site has come to be located there solely as the result of subsurface migration in an aquifer from a source outside of the boundaries of the Site;
- 2) the Owner has neither caused, contributed to, or exacerbated the release or threat of release of TCE in ground water on the Site; and,
- 3) no direct or indirect contractual relationship exists between the Owner and the party or parties responsible for the contamination.

Therefore, under the applicable policies, IDEM will utilize its enforcement discretion to not hold the Owner responsible to investigate and remediate the TCE contamination in ground water on the Site. However, pursuant to the applicable policies and as a condition of IDEM's exercise of its enforcement discretion, the Owner must take due care with respect to the contamination discovered on the Site. In this case, IDEM is requiring the implementation of land use restrictions through recordation of an environmental restrictive covenant (ERC) on the deed for the Site to ensure no exposure by Site occupants to the contamination above RCG residential screening levels in on-Site ground water. The land use restrictions in the ERC are summarized below under *Institutional Control*.

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Bona Fide Prospective Purchaser

Under IC § 13-25-4-8(a), except as provided in IC § 13-25-4-8(b), (c), or (d), a person that is liable under § 107(a) of CERCLA is liable to the state in the same manner and to the same extent. IC § 13-25-4-8(b) references certain exceptions to liability imposed by IC § 13-25-4-8(a), including the exception in Section 107(r) of CERCLA, 42 U.S.C. § 9607(r), which states that a BFPP whose potential liability for a release or threatened release is based solely on the purchaser's being considered to be an owner or operator of a facility shall not be liable as long as the BFPP does not impede the performance of a response action or natural resource restoration. 42 U.S.C. § 9607(r). Thus a prospective purchaser that qualifies as a bona fide prospective purchaser and does not impede the performance of a response action or natural resource restoration would not be liable under IC § 13-25-4-8(a). Similarly, such a bona fide prospective purchaser would not be liable under IC §§ 13-23-13 and 13-24-1 for petroleum contamination existing on the Site.

Under Indiana law, if the Owner qualifies as a bona fide prospective purchaser and does not impede the performance of a response action or natural resource restoration, IDEM is prohibited from pursuing the Owner even if cleanup requirements change or if IDEM determines that a response action related to existing known hazardous substances or petroleum contamination from prior releases at the Site is necessary. Furthermore, IDEM is prohibited from pursuing such an Owner for response costs relating to the past release of hazardous substances and petroleum contamination at the Site. Therefore, IDEM will not require the Owner to respond to the past release of hazardous substances and petroleum contamination found at the Site beyond the scope of the statutorily-required reasonable steps outlined below, even if cleanup requirements change or if IDEM determines that a response action is necessary in the future. This decision, however, does not apply to past or present hazardous substance and/or petroleum contamination that is not described in this letter, future releases, or applicable federal requirements under CERCLA or the Resource Conservation and Recovery Act, 42 U.S.C. § 6901.

To meet the statutory criteria for liability protection as a BFPP under Indiana law, a landowner must meet certain threshold criteria and satisfy certain continuing obligations. IDEM notes that the Owner acquired the Site April 14, 2015 after January 11, 2002 and June 30, 2009, and the disposal of hazardous substances and petroleum at the Site occurred prior to that date. See 42 U.S.C. § 9601(40)(A); § IC 13-11-2-148(h); IC § 13-11-2-151(g); IC § 13-11-2-150(f). Based on information reviewed by IDEM, IDEM concludes that the Owner has conducted all appropriate inquiries into the previous ownership and uses of the Site. See 42 U.S.C. § 9601(40)(B)(i). Furthermore, the Owner has represented that it is not potentially liable or affiliated with any person that is potentially liable for contamination at the Site, and IDEM has no information to the contrary. See 42 U.S.C. § 9601(40)(H). Therefore, the Owner meets the threshold requirements of CERCLA §§ 9601(40) (A), (B) and (H) to qualify for the status of BFPP under 42 U.S.C. § 9601(40).

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The continuing obligations the Owner must undertake to qualify as a BFPP under Indiana law and maintain such status are outlined in 42 U.S.C. §§ 9601(40)(C)-(G) and include exercising "appropriate care with respect to hazardous substances found at the facility by taking reasonable steps to – (i) stop any continuing release; (ii) prevent any threatened future release; and, (iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous substance." 42 U.S.C. § 9601(40)(D). By extension, under IC §§ 13-11-2-148(h), 13-11-2-150(f), and 13-11-2-151(g), the continuing obligations the Prospective Purchaser must undertake to maintain BFPP status are outlined in 42 U.S.C. §§ 9601(40) (C)-(G) and include exercising appropriate care with respect to petroleum products found at the facility by taking reasonable steps to – (i) stop any continuing release; (ii) prevent any threatened future release; and, (iii) prevent or limit human, environmental, or natural resource exposure to any previously released petroleum product. Furthermore, the Owner recognizes that in order to maintain the status of BFPP, it will have to continue to provide the cooperation, assistance and access required by 42 U.S.C. § 9601(40) (E). In addition, the Owner will have to maintain compliance with land use restrictions established for the Site, and not impede the implementation or the effectiveness of any institutional control as required by 42 U.S.C. § 9601(40) (F). To maintain BFPP status, the Owner must also supply required notices and respond to requests for information or administrative subpoenas in accordance with 42 U.S.C. § 9601(40)(C) and 42 U.S.C. § 9601(40) (G), respectively.

Recommendation

Should USTs and/or any other unknown soil contamination later be discovered at the Site during construction or renovation activities, IDEM recommends taking any reasonable steps necessary to stop any continuing release, prevent any threatened future release, and mitigate any exposure to any associated contamination that may be discovered where the Owner is determined not to be a party responsible for the release.

Reasonable Steps

As of the date of issuance of this Comfort Letter, IDEM believes the following are appropriate reasonable steps for the Owner to undertake with respect to the hazardous substances and/or petroleum contamination found at the Site in order to qualify as a BFPP, as well as to satisfy the eligibility requirements for issuance of this letter under the Comfort and Site Status Letter Policy:

- Implement and maintain the land use restrictions required by this letter.
- Upon becoming aware of such information, communicate to IDEM any newly-obtained information about existing hazardous substance and/or petroleum contamination or any information about new (or previously unidentified) contamination.

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Implementation of the above-mentioned reasonable steps in addition to ongoing satisfaction of the additional statutory conditions will, with respect to IDEM, satisfy the statutory conditions for State BFPP protection. Please be advised that any work performed at the subject property must be done in accordance with all applicable environmental laws in order to ensure no inadvertent exacerbation of existing contamination found on the Site which could give rise to liability.

Institutional Control

Since levels of TCE detected in ground water on-Site were above applicable RCG residential screening levels, IDEM is requiring an ERC to be recorded on the deed for the Site to ensure no exposure to on-Site contamination. As a condition of issuance and effectiveness of this letter under the Comfort and Site Status Letter Policy, the Owner must abide by the land use restrictions in the enclosed ERC, which are summarized below:

- Not use or allow the use of the Site 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).
- 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 Department approval, except that ground water may be extracted in conjunction with environmental investigation and/or remediation activities.
- Not occupy any newly-constructed building(s) on the Site without first notifying IDEM and obtaining IDEM's concurrence that the vapor intrusion pathway is incomplete and there are no unacceptable subsurface vapor to indoor air risks to human health subject to current IDEM guidance.

Conclusion

IDEM encourages the continued commercial/industrial use of the Site. Should additional information gathered in conjunction with future Site investigations and/or remediation demonstrate that a particular restriction is no longer necessary to protect human health and the environment or that Site conditions are appropriate for unrestricted use, IDEM will, upon request, consider modification or termination of the ERC recorded on the deed for the parcels comprising the Site pursuant to its terms and conditions. Conversely, it is also possible that new land use restrictions may be necessary in the future due to new information or changed circumstances at the Site.

Pursuant to the Comfort and Site Status Letter Policy, the determinations in this letter are based on the nature and extent of contamination known to IDEM as of the date of this letter, as a result of review of information submitted to or otherwise reviewed by IDEM. If additional information regarding the nature and extent of contamination at

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the Site later becomes available, additional measures may be necessary to satisfy the reasonable steps requirements of BFPP status. In particular, if new areas of contamination or new contaminants are identified, the Owner must communicate this information to IDEM upon becoming aware of it and should ensure that reasonable steps are undertaken with respect to such contamination in order to qualify as and maintain BFPP status.

This letter shall not be construed as limiting the Owner's ability to rely upon any other defenses and/or exemptions available to it under any common or environmental law, nor shall it limit any ongoing obligations of the Owner that are required to maintain the status of BFPP or the benefit of the issuance of this letter. Furthermore, the terms and conditions of this letter shall be limited in application to this letter recipient and this Site, and shall not be binding on IDEM at any other Site.

If at any time IDEM discovers that the above-mentioned reports, any representations made to IDEM, or any other information submitted to or reviewed by IDEM was inaccurate, which inaccuracy can be attributed to the Owner, then IDEM reserves the right to revoke this letter and pursue any responsible parties. Furthermore, if any activities undertaken by the Owner result in a new release or if Site conditions are later determined by IDEM to constitute an imminent and substantial threat to human health or the environment, IDEM reserves the right to revoke this decision and pursue any responsible parties. Additionally, this decision does not apply to past or present contamination that is not described in this Comfort Letter, future releases, or applicable requirements under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 or CERCLA. In addition, if any acts or omission by the Owner exacerbates the contamination at the Site, or if the Owner does not implement and maintain the reasonable steps and other statutory requirements outlined in this letter, then the Owner would not be considered a BFPP and may be potentially liable under IC §§ 13-25-4-8(a), 13-23-13 and/or 13-24-1. Furthermore, activities conducted at the Site subsequent to purchase that result in a new release can give rise to full liability.

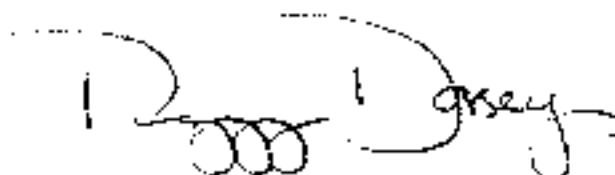
In order for IDEM to consider this letter effective, the enclosed ERC, which includes a copy of the Comfort Letter, must be recorded on the deed for the Site in the Marion County Recorder's Office. Please return a certified copy of the filed document to the address listed below:

Indiana Brownfields Program
100 North Senate Avenue, Room 1275
Indianapolis, Indiana 46204
ATTN: Tracy Concannon

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IDEM is pleased to assist you with this commercial/industrial redevelopment project. Should you have any questions or comments, please contact Tracy Concannon at 317/233-2801 or toll free from within Indiana at 800/451-6027, ext. 3-2801. She can also be reached via email at: tconcann@ifa.in.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Peggy Dorsey", with a large, stylized initial "P" and "D".

Peggy Dorsey
Deputy Assistant Commissioner
Office of Land Quality

Enclosure

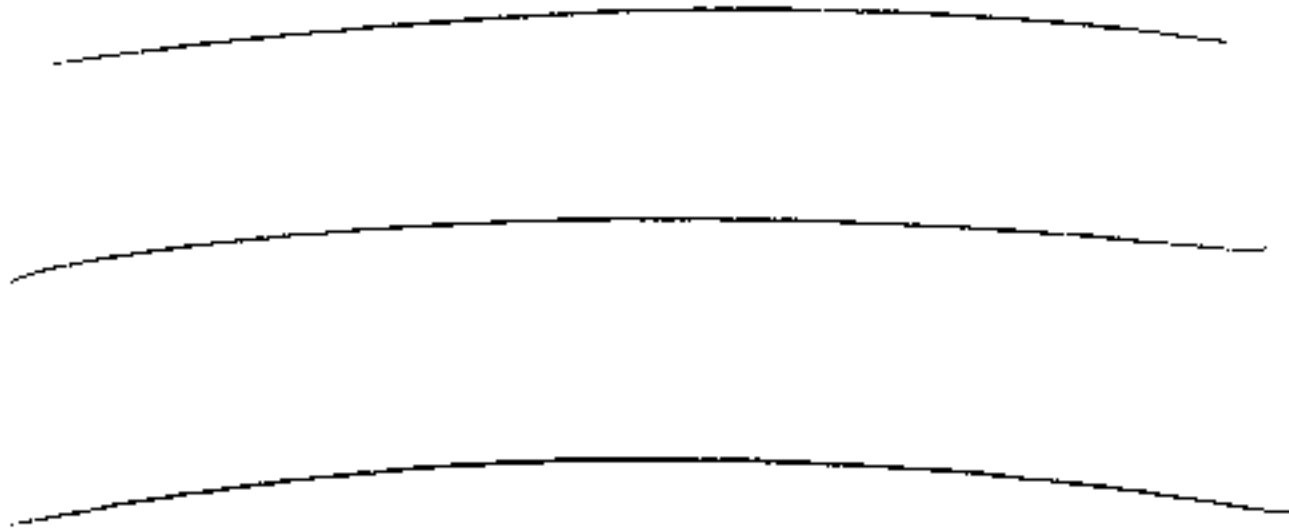
cc: Jan Pels, U.S. EPA Region 5 (*electronic copy*)
Meredith Gramelspacher, Indiana Brownfields Program (*electronic copy*)
Tracy Concannon, Indiana Brownfields Program (*electronic copy*)
Steven Jessee, Polaris (*electronic copy*)
Dave Gillay, Barnes & Thornburg (*electronic copy*)

EXHIBIT D

TABLE 1

Lockerbie Square Cabinets, Indianapolis #4141205

February 2014 Ground Water Concentrations
Exceeding Applicable IDEM RCG Screening Levels



The table area contains three horizontal wavy lines, likely representing a table structure that is either blank or has been redacted. No data is visible.

TABLE 1

Lockerbie Square Cabinets, Indianapolis #4141205

February 2014 Ground Water Concentrations
Exceeding Applicable IDEM RCG Screening Levels

Contaminant Detected	Sample Location & Results (parts per billion (ppb))								Res TAP GWSL	Res VE GWSL	Indus VE GWSL
	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-8			
TCE	8.6	13.5	11.7	<u>73.1</u>	<u>64</u>	<u>135</u>	<u>42.8</u>	<u>97.5</u>	5	9.1	38

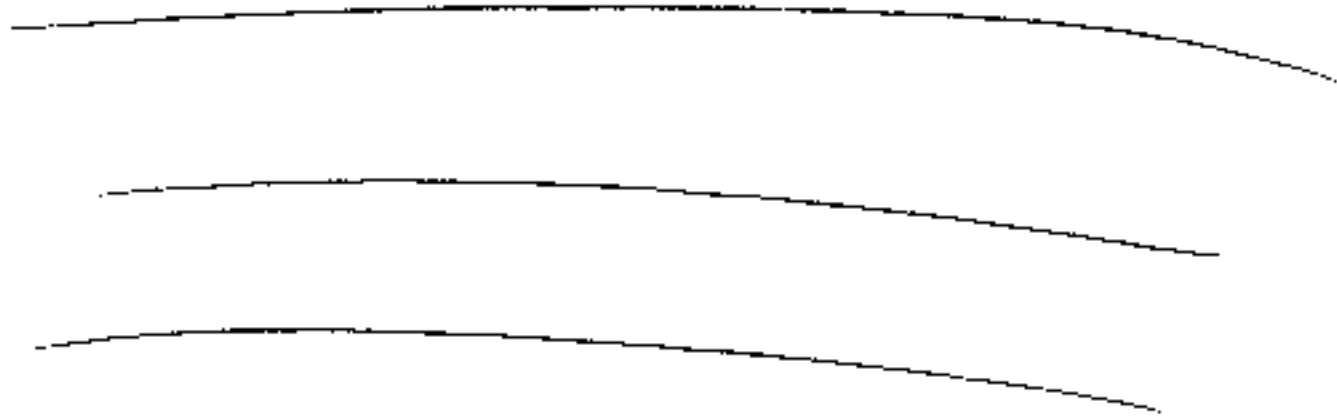
Notes: *italics* - above RCG Residential Tap Ground Water Screening Level

bold - above RCG Residential Vapor Exposure Ground Water Screening Level

underline - above RCG Commercial/Industrial Vapor Exposure Ground Water Screening Level

EXHIBIT E

Site Map Depicting Sampling Locations At Which COC Was Detected Above Applicable RCG Screening Levels



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 remediating 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 conditions on the Real Estate.

