

EX-114-10

11/18/2018

11/18/2018

### Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT is made this 6<sup>th</sup> day of November, 2018, by Wabash Landing Apartment Homes II, LLC ("Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Tippecanoe, Indiana, which is located at 305 Brown Street in West Lafayette 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 May 2<sup>nd</sup>, 2018, and recorded on June 8, 2018, as Deed Record 201818010158, in the Office of the Recorder of Tippecanoe County, Indiana. The Real Estate consists of approximately 0.718 acres and is also identified by the county by parcel identification number 79-07-20-330-010.000-025. 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 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 historical operations on and/or in the vicinity of the Real Estate, Program site number BFD #4171005.

WHEREAS: The Comfort Letter, as approved by the Department, provides that certain contaminants of concern ("COCs") were detected in soil and 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 COCs are lead in soil and tetrachloroethene ("PCE") in ground water.

WHEREAS: Soil and ground water samples were analyzed for volatile organic compounds ("VOCs"), polynuclear aromatic hydrocarbons ("PAHs"), and Resource Conservation and Recovery Act ("RCRA") metals. Investigations detected levels of lead in soil in boring SB-1 above its residential direct contact screening level ("RDCSL") established by IDEM in the *Remediation Closure Guide* (March 22, 2012 and applicable revisions). PCE was detected in ground water at SB-1 and SB-3 above its residential tap ground water screening level ("Res TAP GWSL"). Soil and ground water analytical results above applicable RCG screening level are summarized on Tables 1 and 2, attached hereto as Exhibit "D". A site map, attached hereto as "Exhibit E", depicts sample locations on the Real Estate at which the COCs were detected in soil and ground water above applicable RCG screening levels.

WHEREAS: Site investigation and remediation activities on the off-site property that is the source of the PCE contamination in ground water found on the Real Estate are

DULY ENTERED FOR TAXATION SUBJECT  
TO FINAL ACCEPTANCE FOR TRANSFER

Mar 18 2019

*Robert A. Withers* RI

AUDITOR OF TIPPECANOE CO.

ongoing under the oversight of the Department's State Cleanup Program (site #201119640).

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 conditional residential 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, 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, Wabash Landing Apartment Homes II, LLC subjects the Real Estate to the following restrictions and provisions, which shall be binding on Wabash Landing Apartment Homes II, 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.
- (b) If the lead-contaminated soil above its RCG RDCSL is not removed from the "Affected Area" on the Real Estate identified via GPS coordinates and depicted on the enclosed Exhibit "F", shall maintain the integrity of the existing building on the Real Estate, which serves as a protective barrier to prevent direct contact with underlying soils, specifically around boring SB-1 in which lead was detected in soil from 8-10 feet below ground surface ("bgs") at a concentration above its RDCSL, and must not be excavated, removed, disturbed, demolished, or allowed to fall into disrepair. Replacement of the existing building with a new building foundation, new pavement, a two foot layer of clean soil (as determined under the RCG using residential screening levels), and/or another barrier that will provide equal or better protection is acceptable as long as the Affected Area is covered and direct contact exposure barriers are properly maintained. The footprint of the existing building and the Real Estate are depicted on the Amended Final Plat Map attached hereto as Exhibit "G".
- (c) Shall neither engage in nor allow drilling or excavation of lead-contaminated soil exceeding its RCG RDCSL in the "Affected Area" surrounding boring SB-

1 on the Real Estate during any residential construction in the "Affected Area" on the Real Estate identified via GPS coordinates and depicted on the enclosed Exhibit "F" without first submitting a work plan for approval by the Department at least sixty (60) days prior to beginning work. Any removal, excavation or disturbance of soil from the Affected Area on the Real Estate during any residential construction must be conducted in accordance with a Department-approved work plan, including all applicable requirements of OSHA/OSHA.

- i. Soil in any area in the Affected Area on the Real Estate on which standalone single-family or duplex residential housing will be constructed must be sampled down to 10 feet bgs. Any soil determined through such sampling to be contaminated above applicable RCG residential screening levels must be excavated, leaving only soil that meets RCG RDCSLs in place.
- ii. Shall restore soil disturbed as a result of any excavation and construction activities in the Affected Area on the Real Estate in such a manner that any remaining contaminant concentrations do not present a threat to human health or the environment (as determined under the RCG using residential screening levels).
- iii. Any soil that is removed, excavated or disturbed in the Affected Area on the Real Estate must be managed and disposed of in accordance with all applicable federal and state laws and regulations.

## 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 TIPPECANOE 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 Tippecanoe 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. Changes 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:  
Wabash Landing Apartment Homes II, LLC  
6930 Atrium Boardwalk S., Suite 100  
Indianapolis, IN 46250  
ATTN: James J. Curfús, Jr.

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

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, Wabash Landing Apartment Homes II, LLC, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 6th day of November, 2018

WABASH LANDING APARTMENT HOMES, II, LLC, an Indiana limited liability company

By:

James J. Curtis, Jr.  
James J. Curtis, Jr., Manager

STATE OF INDIANA )

) SS:

COUNTY OF MARION )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared James J. Curtis, Jr., the Manager of the Owner, Wabash Landing Apartment Homes II, LLC, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.



Witness my hand and Notarial Seal this 6th day of November, 2018.

Beverly D. Reid, Notary Public  
Residing in Marion County, IN

My Commission Expires: 9/19/25

This instrument prepared by: Blake J. Schulz, Ice Miller LLP, One American Square, Suite 2800, 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. Blake J. Schulz (Printed Name of Declarant)

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**EXHIBIT A**

**Special Warranty Deed for One Real Estate**



RECORDED  
201816010168  
FILED FOR RECORD IN  
TIPPECANOE COUNTY, IN  
SPRINGFIELD, INDIANA  
06/06/2018 11:44:31AM  
DEED \$25.00

**SPECIAL WARRANTY DEED**

THIS INDENTURE WITNESSETH, that TAPAWINGO HOTEL, LLC, an Indiana limited liability company ("Grantor"), CONVEYS and SPECIALLY WARRANTS to WABASH LANDING APARTMENT HOMES II, LLC, an Indiana limited liability company ("Grantee"), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, that certain real property located in Tippecanoe County, Indiana, which real property is more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Real Estate").

This conveyance is subject to:

- A. all restrictions, covenants, encumbrances, easements and conditions of record; and
- B. the lien of current, nondelinquent real estate taxes and all nondelinquent general and special assessments.

Grantor, as its sole warranty herein, specially covenants and warrants that the Real Estate is free of any encumbrance made or suffered by Grantor except as set forth herein and that Grantor and Grantor's successors shall warrant and defend the same to Grantee and Grantee's successors and assigns forever against the claims and demands of all persons claiming by, through or under Grantor, but against none other.

The undersigned person executing this deed on behalf of Grantor represents and certifies that he has been fully empowered and duly authorized by all necessary action to execute and deliver this Special Warranty Deed; that Grantor has full capacity to convey the Real Estate; and that all necessary action for the making of such conveyance has been taken or done.

[The remainder of this page is intentionally left blank. Signature page follows.]

First American Title  
251 E. Ohio Street, Suite 555  
Indianapolis, IN 46204  
FILE NO: 201816010168

ONLY ENTERED FOR TAXATION PURPOSES  
NOT FOR RECORDING OR TRANSFER

Jun 05 2018

*Robert C. H. H. H.* RI  
AUDITOR OF TIPPECANOE CO.

IN WITNESS WHEREOF, Grantor has executed this deed on the date indicated in the notary block to be effective as of the 21<sup>st</sup> day of May, 2018.

GRANTOR:

Tapawingo Hotel, LLC,  
an Indiana limited liability company

By: James J. Conna, Jr.  
James J. Conna, Jr., its Manager

STATE OF INDIANA }  
COUNTY OF MARION } SS.

Before me, a Notary Public in and for the State of Indiana, personally appeared James J. Conna, Jr., the Manager of Tapawingo Hotel, LLC, an Indiana limited liability company, who, having been first duly sworn, acknowledged the execution of the foregoing Special Warranty Deed on behalf of said entity and stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 21<sup>st</sup> day of May, 2018.



Beverly D. Reid  
Notary Public  
Printed: Beverly D. Reid

I am a Marion County, Indiana  
My commission expires 9/19/25

Send tax statements to Grantor's post office address at: 6950 Atrium Boulevard South, Suite 100, Indianapolis, Indiana 46250-2028.

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: Michael Timman

This instrument was prepared by and return recording to Michael Timman, Joe Miller LLP, One American Square, Suite 2900, Indianapolis, Indiana 46282

012976030

**EXHIBIT A**

**Legal Description of the Real Estate**

Lot 1D in the Amended Final Plat — Wabash Landing, Phase One, Part One, as per plat thereof recorded November 10, 2003, as Instrument Number 03046032, in Plat Book 7, page 93, in the Office of the Recorder of Tippecanoe County, Indiana.

**EXCEPTING THEREFROM:** A part of Lot 1D, more particularly described as follows: Beginning at the Southeast corner of said Lot; thence South 89 degrees 37 minutes 11 seconds West 1.37 feet along the South line of said Lot; thence North 00 degrees 00 minutes 01 seconds East 70.00 feet; thence North 89 degrees 37 minutes 11 seconds East 0.85 feet to the East line of said Lot; thence South 00 degrees 22 minutes 49 seconds East 70.00 feet along said East line to the point of beginning. Containing 76 square feet or 0.002 acres, more or less.

The above described real estate being now collectively known as:

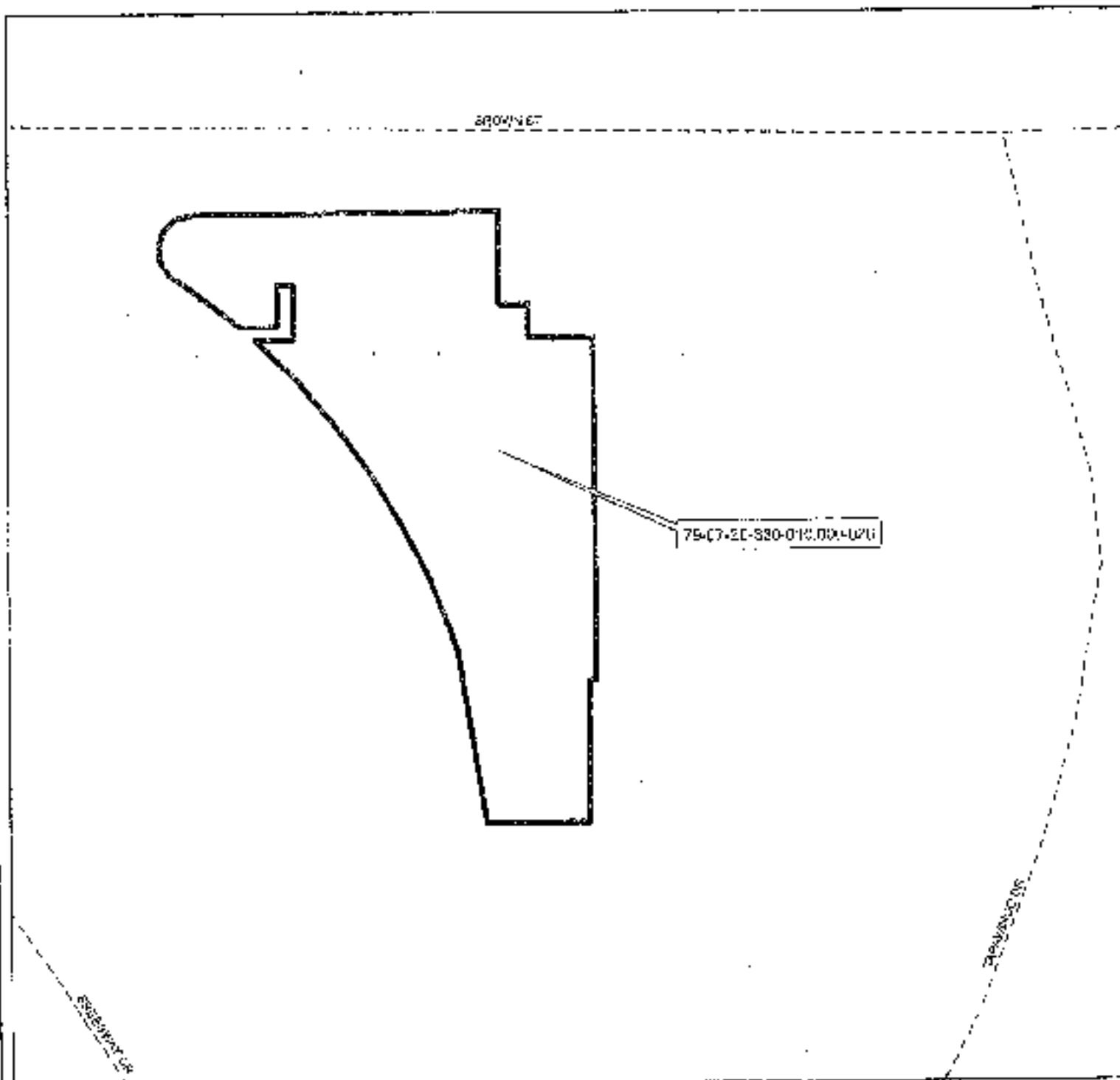
A portion of Lot 1D in the Final Plat of Wabash Landing Apartments Extension Planned Development, an addition to the City of West Lafayette, recorded as Instrument Number 201818003587, in Plat Book 11, Page 468, corrected by Surveyors Correction Affidavit, recorded April 27, 2018, as Instrument No. 201818007501, in the Office of the Recorder of Tippecanoe County, Indiana.

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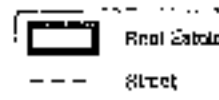
EXHIBIT B

Map of the Real Estate

# Indiana Brownfields Program # 4171006 - Real Estate



**Mapped By:** Mike Hill, IDEM, Office of Land Quality, Services Branch  
 Engineering & GIS Services, June 21, 2018  
**Deed info:** *Tract 20-81000000* Recorded 06/01/2018  
*Spokane County Deed*  
*Tract 20-81000000* Recorded 05/01/2018  
*Spokane County Deed*  
**Parcel ID:** 75-07-20-300-010-000-000  
**PLSS info:** Section 20 T23N, R44W  
 Wabash Township  
 Tippecanoe County, IN  
**Property info:** 300 Acres, Gravel, Water, Wetlands, etc.  
**Disclaimer:** This map is intended to serve as an informational representation only.  
 This information is not warranted for accuracy or other purposes.



Tippecanoe County



Project Area



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EXHIBIT C

Copy of Comfort Letter



## INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

*We Protect Hoosiers and Our Environment*

100 N. Senate Avenue • Indianapolis, IN 46204

(800) 451-8527 • (317) 232-8000 • [www.idem.in.gov](http://www.idem.in.gov)

Eric J. Holcomb  
Governor

Paul L. Plant  
Commissioner

October 19, 2018

James J. Curtis, Jr.  
Wabash Landing Apartment Homes II, LLC  
6930 Atrium Boardwalk S., Suite 100  
Indianapolis, IN 46250

Re: **Comfort Letter –**  
**Bona Fide Prospective Purchaser**  
**& Contaminated Aquifer**  
Wabash Landing Apartments  
205 Brown Street  
West Lafayette, Tippecanoe County  
Brownfield #4171006

Dear Mr. Curtis:

In response to the request by Alt & Witzig Consulting Services (Alt & Witzig) on behalf of Wabash Landing Apartment Homes II, LLC (Owner) to the Indiana Brownfields Program (Program) for assistance concerning the property located at 205 Brown Street, West Lafayette (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 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 (BFP) 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 BFP 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 History and Description

The 0.736-acre Site is one parcel identified by the State by parcel #79-07-20-350-010.000-026. From 1925 until 1945, local industries used the Site and surrounding area referred to as the "Levee" as a waste dump, known as Sears Dump. Allegedly,



Lafayette companies and Purdue University dumped solvents, acids, and possibly polychlorinated biphenyls (PCBs) at the Sears Dump. The area was also reportedly used as a municipal dump. The Sears Dump was located in an area where dirt was excavated for the purpose of building a levee along the Wabash River. The earliest known development of the Site and its adjoining properties to the east, south and west was a Sears & Roebuck Store (Sears) and its associated parking lot in the 1950s. Sears occupied the Site until 1999 when the building was demolished.

The Site was acquired by Wabash Landing, LLC in 2003 from the West Lafayette Redevelopment Commission. The Site was most recently improved with a multi-family apartment building containing ground level commercial suites known as Wabash Landing Apartments and a multi-tenant commercial building constructed in the early 2000s identified as Lots 1A through 1E with paved walkway and alley areas. The commercial building on Lot 1D was razed in 2018. A portion of the building on Lot 1D (below Lot 1E) has been gutted. Plans are to remodel this gutted structure on Lot 1D as additional apartments, create courtyards, and build a new 5-story apartment building on the remainder of Lot 1D. The Owner acquired the Site from Tapawingo Hotel, LLC and the West Lafayette Redevelopment Commission in May 2018. Redevelopment is currently ongoing.

The Site is bound to the north by Brown Street followed by a Purdue Federal Credit Union ATM, Puccini's restaurant and Levee Plaza (360 Brown Street) beyond; to the south by an access bridge to the east adjacent public parking garage, Scotty's Brewhouse restaurant & bar (352 E. State Street) and Hilton Garden Inn (356 E. State Street); to the west by Wabash Landing Apartments (375 Brown Street) and Wabash Landing Shopping Center (375 Brown Street); and, to the east by a public parking garage.

#### Due Diligence

As part of this request, the Owner provided the Program with a *Phase I Environmental Site Assessment* dated May 14, 2018 (Reissued May 16, 2018) (May 2018 Phase I ESA) prepared for Wabash Landing Apartment Homes II, LLC by Alt & Witzig (IDEM Virtual File Cabinet (VFC) Document #82558391). 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 BFPF, James L. Curtis, Jr., with Wabash Landing Apartment Homes II, LLC, provided answers to the user-specific questions to ensure its satisfaction of the federal AAI rule.

The Phase I ESA identified the following recognized environmental conditions (RECs) associated with the Site:



- Based upon the analytical results from the 2017 Phase II investigation, lead levels in soil located in the northwest corner of the Site in the vicinity of the off-Site former Sears waste oil tank were above its IDEM *Remediation Closure Guide* (RCG) (March 22, 2012 and applicable revisions) residential direct contact screening level (RDCSL), but below its commercial/industrial direct contact screening level (IDCSL) at a depth of 8-10 feet below ground surface (bgs). Based on a review of available documentation, the former Sears Dump with unknown disposal practices represents a REC to the Site.
- Sparkleton, Inc. is an active dry cleaning facility located approximately 530 feet up-gradient to the west of the Site. The facility has operated as a dry cleaner since the 1960s and a known ground water contaminant plume is extending off-Site eastward from the Sparkleton Dry Cleaners facility. Results indicate concentrations of tetrachloroethene (PCE), trichloroethene (TCE) and cis-1,2-dichloroethene (cis-1,2-DCE) in ground water off-Site above applicable IDEM RCG screening levels that likely extend beneath the Site. The contaminant plume has not been fully delineated, but is being monitored and remedial activities are currently ongoing under the oversight of IDEM's State Cleanup Program (site #201119640).

Pursuant to ASTM E1527-13, Standard Practice for Environmental Site Assessment and ASTM E2603-16 Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions, Alt & Witzig conducted a desktop Tier 1 evaluation to assess 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 by reviewing the EDR Radius Map Report, a topographic map, and the 2017 Phase II investigation results. Alt & Witzig identified one potential vapor encroachment condition (VEC) associated with the up-gradient off-Site property to the west, Sparkleton Dry Cleaners.

### Environmental Conditions

As part of the request for assistance in determining any existing environmental contamination and potential liability at the Site, Program staff reviewed the following documents. These documents may be viewed electronically by searching online by the noted document number in IDEM's Virtual File Cabinet (VFC) accessible through IDEM's website.

- *Phase II Environmental Site Assessment*, dated August 15, 2017, prepared by Alt & Witzig (Document #60554733)
- *Phase I Environmental Site Assessment*, dated August 16, 2017, prepared by Arkose Environmental, Inc. (Arkose) (Document #80554731)
- *Groundwater Sampling Update – Third and Fourth Quarters 2017* (Sparkleton, Inc.), dated February 15, 2018, prepared by Wilcox

Environmental Engineering, Inc. (Wilcox) (Document #80612219)

For purposes of this letter, analytical results were compared to the IDEM RCG screening levels as follows: soil samples collected from 0 to 10 feet below ground surface (bgs) were compared to residential direct contact screening Levels (RDCSLs) and commercial/industrial direct contact screening levels (IDCSLs); and, soil samples collected from 0 to 18 feet bgs were compared to excavation worker direct contact screening levels (EX DCSLs). Soil samples collected below 18 feet bgs 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).

*Phase II Environmental Site Assessment – August 2017*

In July 2017, three soil borings (SB-1 through SB-3) were advanced on Site to a maximum depth of 39 feet bgs. Soil boring SB-1 was advanced in the northwestern corner of the Site. Soil boring SB-2 was advanced on the west central boundary of the Site. Soil boring SB-3 was advanced in the southwestern corner of the Site. Temporary monitoring wells were installed in each boring. Depth to ground water in these temporary wells ranged from 15 to 25 feet bgs. Soil and ground water samples were analyzed for volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), and Resource Conservation and Recovery Act (RCRA) metals. Ground water samples were analyzed for both total and dissolved RCRA metals (excluding arsenic).

Because the chromium was not speciated between trivalent chromium (chromium III) and the more toxic hexavalent chromium (chromium VI), IDEM, in the most conservative approach, compared the analytical results to the hexavalent chromium RDCSL and IDCSL. Total chromium was detected in soil samples SB-1 through SB-3 at concentrations above the chromium VI RDCSL, but below the chromium VI IDCSL. Lead was detected in soil sample SB-1 at a concentration above its RDCSL, but below its IDCSL. No other constituents analyzed in soil were detected at levels above applicable RCG screening levels. Refer to Table 1 below for a summary of soil analytical data above applicable RCG screening levels.

**TABLE 1**  
**July 2017 Soil Concentrations Exceeding Applicable IDEM RCG Screening Levels**

Contaminant Detected	Sample Location (Depth bgs) & Results (parts per million (ppm))			RDCSL	IDCSL	EX DCSL
	SB-1 (8-10 feet)	SB-2 (4-6 feet)	SB-3 (6-8 feet)			
Total Chromium**	10.9	16.7	10.8	4.2	63	2,700
Lead	472	5.9	8.3	400	800	1,000

Notes: **bold** = above RCG Residential Direct Contact Screening Level

bgs = below ground surface

\*\* – Because the chromium was not speciated between trivalent chromium (chromium, III) and the more toxic hexavalent chromium (chromium, VI), IDEM, in the most conservative approach, compared the analytical results to the hexavalent chromium RDCSL and IDCSL

PCE was detected in ground water in samples SB-1 and SB-3 at concentrations above its Res TAP GWSL, but below its Res VE GWSL. Total barium, cadmium, chromium, lead, and mercury were detected in ground water at concentrations above their respective Res TAP GWSLs. However, these metals were not detected at concentrations above their respective Res TAP GWSLs in dissolved (lab filtered) ground water samples. No other constituents analyzed in ground water were detected at levels above applicable RCG screening levels. Refer to Table 2, below, for a summary of ground water analytical data above applicable RCG screening levels.

**TABLE 2**  
**July 2017 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
	SB-1	SB-3			
Tetrachloroethene (PCE)	10.5	13	5	110	470

Note: **bold** = above RCG Residential Tap Ground Water Screening Level

#### *Phase I Environmental Site Assessment – August 2017*

The August 2017 Phase I ESA did not identify any RECs associated with the Site.

The Phase I ESA did identify the following historical REC (HREC) associated with the Site:

- The Site and surrounding area reportedly was historically used as a municipal dump. The former dump has been inactive for 71 years. A Sears & Roebuck store and other commercial buildings were later built in this area. IDEM conducted environmental assessments of the dump area in 1992 and determined no further investigation was necessary at the time.

#### *Groundwater Sampling Update – February 2018*

In September and November 2017, ground water was sampled at off-Site/up-gradient monitoring wells MW-15 and MW-16 located in Landing Walk as part of the ongoing investigation of the Sparkleton Dry Cleaning property (IDEM State Cleanup #201119640) which has been operating as a dry cleaning facility since approximately 1956. Depth to ground water in each of these wells ranged from 23 to 27 feet bgs. PCE and TCE were detected in ground water at concentrations above their respective Res TAP GWSLs and Res VE GWSLs in MW-15 during both sampling events. PCE was detected in ground water at concentrations above its Res TAP GWSL in MW-16 during the November 2017 sampling event. The on-going investigation of the Sparkleton Dry Cleaning property ground water plume has determined the ground water flow direction to generally be to the east towards the Wabash River, with northeasterly and southeasterly components.

#### **Technical Summary**

The area surrounding soil boring SB-1, in which lead was detected at a concentration above its RDCSL at 8-10 feet bgs, is covered by a building and will remain covered by a building or will be paved in some manner at the surface. A complete direct contact exposure pathway to lead-contaminated soil is unlikely at this depth; and, therefore, will not pose a threat to human health or the environment.

There is no reason to suspect that chromium VI is present or was historically used at the Site; therefore, IDEM concludes there is no risk related to total chromium levels detected in on-Site soil.

The Owner installed a subslab depressurization system (SSDS) in the renovated and newly-constructed on-Site buildings, including 12 vapor mitigation systems vented through the roof with exhaust fans. These systems satisfactorily address the concern raised about there being a potential vapor encroachment condition on the Site.

#### **Liability Clarification**

IDEM's "Brownfields Program Comfort and Site Status Letters" Non-rule Policy Document, W-0051 (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;
- (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 §13-25-4-8(b), 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) (IC 13-23; 329 IAC 9).

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 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 PCE 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 PCE 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 PCE contamination in ground water on the Site. However, pursuant to the applicable policies

Wabash Landing Apartments, West Lafayette -- BFPF and Contaminated Aquifer Comfort Letter  
BFD #4171006  
October 19, 2018  
Page 8 of 13

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*.

#### **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 BFPF 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 BFPF 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 or petroleum contamination at the Site. Therefore, IDEM will not require the Owner to respond to the past release of hazardous substances or 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 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. § 8901.

To meet the statutory criteria for liability protection as a BFPF under Indiana law, a landowner must meet certain threshold criteria and satisfy certain continuing obligations. IDEM notes that the Owner acquired the Site on May 16, 2018 and May 21, 2018 (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 BFPF under 42 U.S.C. § 9601(40).

The continuing obligations the Owner must undertake to qualify as a BFPF 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 Owner must undertake to maintain BFPF 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 BFPF, 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 BFPF 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.

#### 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 contamination found at the Site in order to qualify as a BFPF, 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.
- Remove and properly dispose of lead-contaminated soil exceeding its RCC RDCL in the "Affected Area" surrounding boring SB-1 identified via GPS coordinates and depicted on Exhibit "A" of the enclosed ERC and collect

confirmation samples to determine the extent of the completed removal or implement the associated land use restriction outlined below.

- Upon becoming aware of such information, communicate to IDEM any newly-obtained information about existing hazardous substance contamination or any information about new (or previously unidentified) contamination. This requirement does not apply to information developed by a third party that should be separately communicated to IDEM by the third party.

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 BFPF 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 lead detected in soil and PCE 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 the 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 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.
- If the lead-contaminated soil above its RDCSL is not removed from the Affected Area on the Site identified via GPS coordinates and depicted on the enclosed Exhibit "F", maintain the integrity of the existing Site building which serves as a protective barrier to prevent direct contact with underlying soils, specifically boring SB-1 with lead in soil from 8-10 feet bgs at a concentration above its RDCSL and must not be excavated, removed, disturbed, demolished, or allowed to fall into disrepair. Replacement of the existing building with a new building foundation, new pavement, a two foot layer of clean soil, and/or another barrier that will provide equal or better protection is acceptable as long as the Affected Area is covered and direct contact exposure barriers are properly maintained. The footprint of the existing building and the Real Estate are depicted on the Amended Final Plat Map attached hereto as Exhibit "G".



- Neither engage in nor allow drilling or excavation of lead-contaminated soil exceeding its RCG RDCSL in the Affected Area surrounding boring SB-1 on the Site during any residential construction in the Affected Area identified via GPS coordinates and depicted on the enclosed Exhibit "F" without first submitting a work plan for approval by the Department at least sixty (60) days prior to beginning work. Any removal, excavation or disturbance of soil from the Site during any residential construction must be conducted in accordance with a Department-approved work plan, including all applicable requirements of OSHA/OSHA.
- Soil in the Affected Area on the Site on which standalone single-family or duplex residential housing will be constructed must be sampled down to 10 feet bgs. Any soil determined through such sampling to be contaminated above applicable RCG residential screening levels must be excavated, leaving only soil that meets RCG RDCSLs in place.
- Restore soil disturbed as a result of any excavation and construction activities in the Affected Area on the Site in such a manner that any remaining contaminant concentrations do not present a threat to human health or the environment (as determined under the RCG using residential screening levels).
- Any soil that is removed, excavated or disturbed in the Affected Area on the Site must be managed and disposed of in accordance with all applicable federal and state laws and regulations.

## Conclusion

IDEM encourages the continued multi-tenant residential 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 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

Wabash Landing Apartments, West Lafayette - BFPP and Contaminated Aquifer Comfort Letter  
BFD #4171006

October 19, 2018

Page 12 of 13

steps are undertaken with respect to such contamination in order to qualify as and maintain BFPP status. This requirement does not apply to information developed by a third party that should be separately communicated to IDEM by the third party.

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 to maintain 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 criminal liability, or liability for natural resource damages. 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.

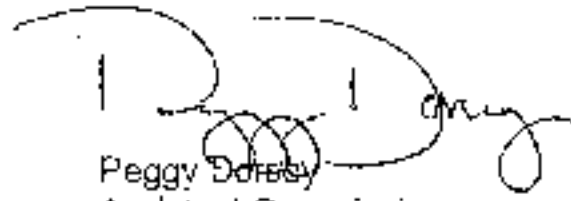
In order for IDEM to consider this letter effective, the enclosed ERC, which includes a copy of the Comfort Letter, must be recorded on the deed for the Site in the Tippecanoe County Recorder's Office. Please return a certified copy of the filed document to the address listed below:

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

Wabash Landing Apartments, West Lafayette -- BFPP and Contaminated Aquifer Comfort Letter  
BFD #4171006  
October 19, 2019  
Page 13 of 13

IDEM is pleased to assist Wabash Landing Apartment Homes II, LLC with this determination. Should you have any questions or comments, please contact Tracy Concannon at 317/233-2601. She can also be reached via email at: [tcconcann@ifa.in.gov](mailto:tcconcann@ifa.in.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Peggy Dorsey", written over a horizontal line.

Peggy Dorsey  
Assistant Commissioner  
Office of Land Quality

Enclosure (ERC)

cc: Patricia Polston, U.S. EPA Region 5 (*electronic*)  
Meredith Grannelsbacher, Indiana Brownfields Program (*electronic*)  
Tracy Concannon, Indiana Brownfields Program (*electronic*)  
Terri Czajka, Ice Miller (*electronic*)  
David Herring, Alt & Witzig (*electronic*)

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EXHIBIT D

TABLE 1

*Wabash Landing Apartments, West Lafayette – BFD #4171006*  
July 2017 Soil Concentrations Exceeding Applicable IDEM RCG Screening Levels

TABLE 2

*Wabash Landing Apartments, West Lafayette – BFD #4171006*  
July 2017 Ground Water Concentrations Exceeding Applicable IDEM RCG  
Screening Levels

**TABLE 1**  
**Wabash Landing Apartments, West Lafayette - BFD #4171006**  
**July 2017 Soil Concentrations Exceeding Applicable IDEM RCG Screening Levels**

Contaminant Detected	Sample Location (Depth bgs) & Results (parts per million (ppm))	RDCSL	IDCSL	EXDCSL
	SB-1 (8-10 feet)			
Lead	472	400	500	1,000

Notes: bold = above RCG Residential Direct Contact Screening Level  
bgs = below ground surface

**TABLE 2**  
**Wabash Landing Apartments, West Lafayette - BFD #4171006**  
**July 2017 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
	SB-1	SB-3			
Tetrachloroethene (PCE)	10.5	13	5	110	470

Note: bold = above RCG Residential Tap Ground Water Screening Level

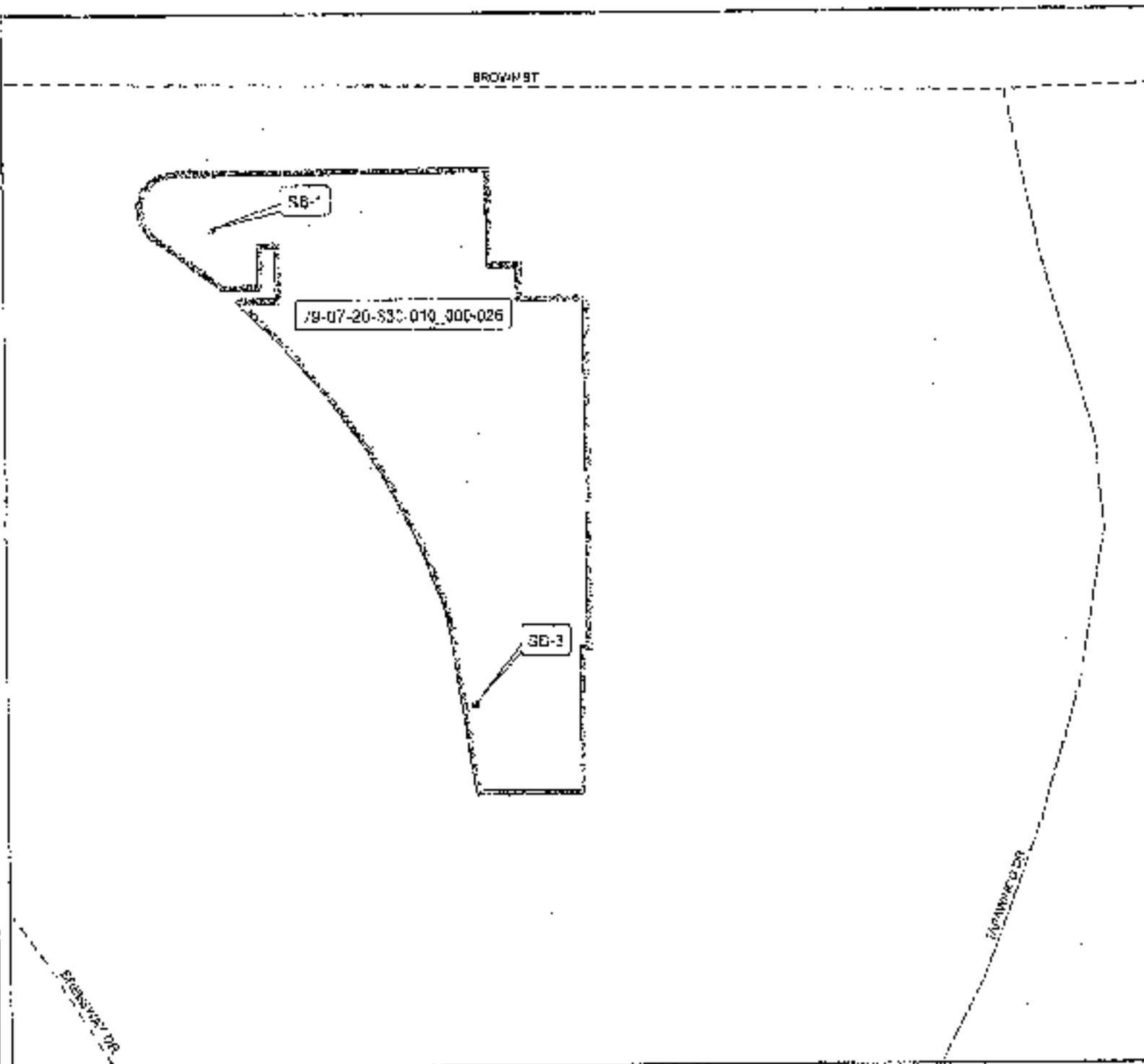
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EXHIBIT E

**Wabash Landing Apartments, West Lafayette -- SFD #4171006**  
**Site Map Depicting Sampling Locations At Which**  
**COCs Were Detected Above Applicable IDEM 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.*

**BFD 4171006 - Site Map Depicting Sample Location Where COCs Were  
Detected Above Applicable IDEM RCG Screening Levels**



**Maped by:** Mike Hill, IDEM Office of Land Quality, Science Services Branch, Engineering & GIS Services, August 20, 2013

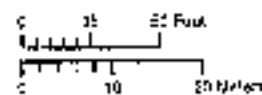
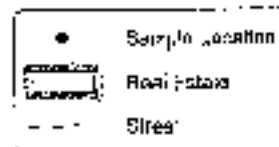
**Sample Info:** Sample locations based on "Figure 3, Boring Location Plan", by AEG, Wabash Consulting Services, dated 07/17.

**Parcel ID:** 79-07-20-830-010\_000-026

**PLSS Info:** Section 20, T25N, R4W  
Wabash Township  
Tipton County, IL

**Property Info:** 305 Brown Street, West Lafayette, IN

**Disclaimer:** This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.



Tipton County



Project Area



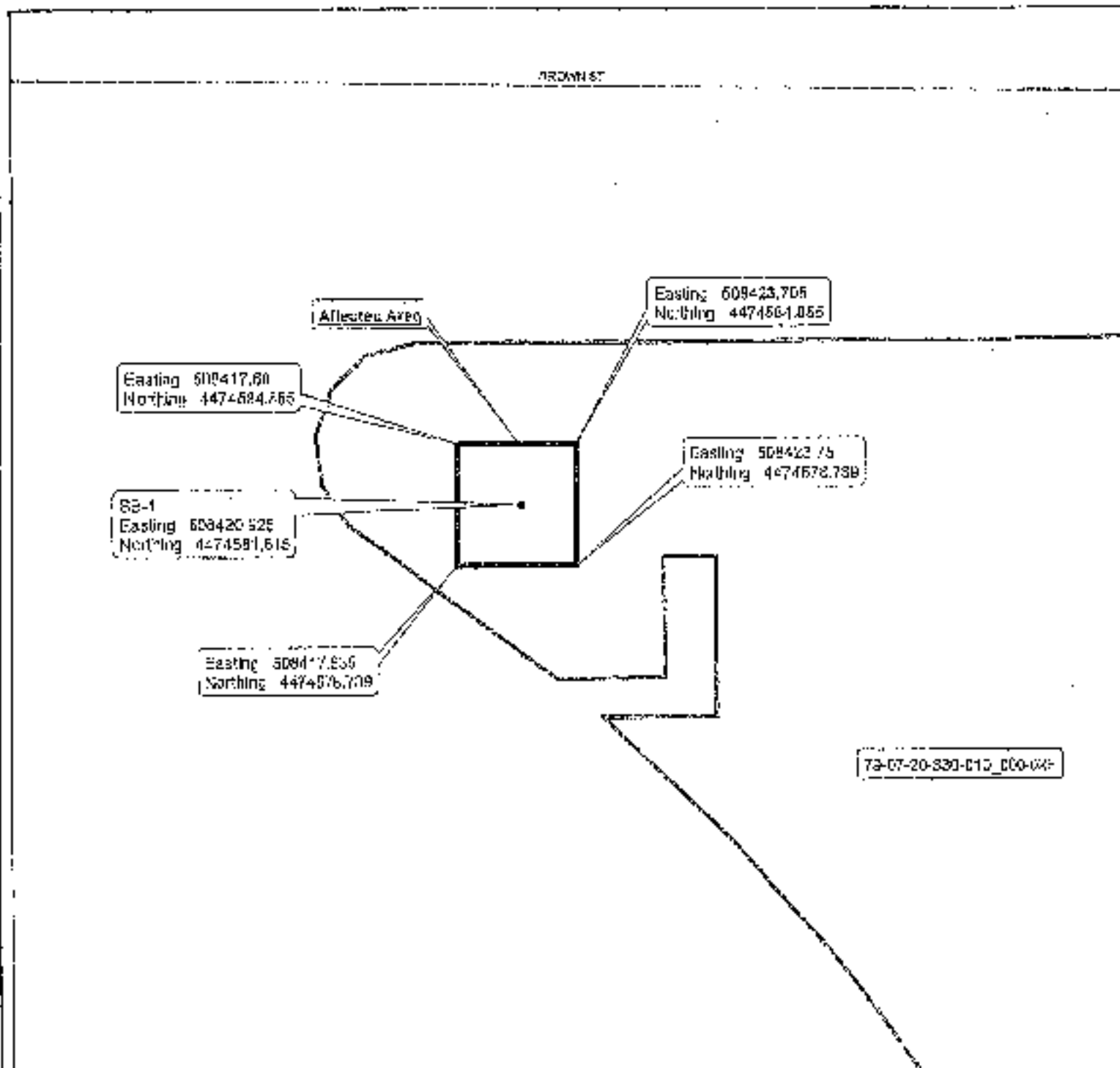
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EXHIBIT F

*Wabash Landing Apartments, West Lafayette - BFD #4171006*  
Site Map Depicting "Affected Area"

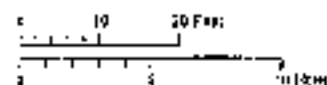


# Indiana Brownfields Program # 4371006 - Affected Area



**Map of Affected Area:** MLE H4, IDEM - Office of Land Quality, Science Services Branch  
 Engineering & GIS Services, August 30, 2010  
**Affected Area Coordinates Info:**  
 Affected Area coordinates cited with the following parameters:  
 Projection: UTM, Zone 18N  
 Datum: NAD83  
 Units: U.S. Feet  
**PLSS Info:** Section 20, T28N, R9W  
 Wayne Township  
 Tippecanoe County, IN  
**Property Info:** 835 Brown Street, West Lafayette, IN  
**Disclaimer:** This map is intended to serve as an aid in graphic representation only.  
 This information is not warranted for accuracy or other purposes.

• SB-1 (Soil Entry)  
 Affected Area  
 Road Salina  
 Street



Tippecanoe County

Project Area

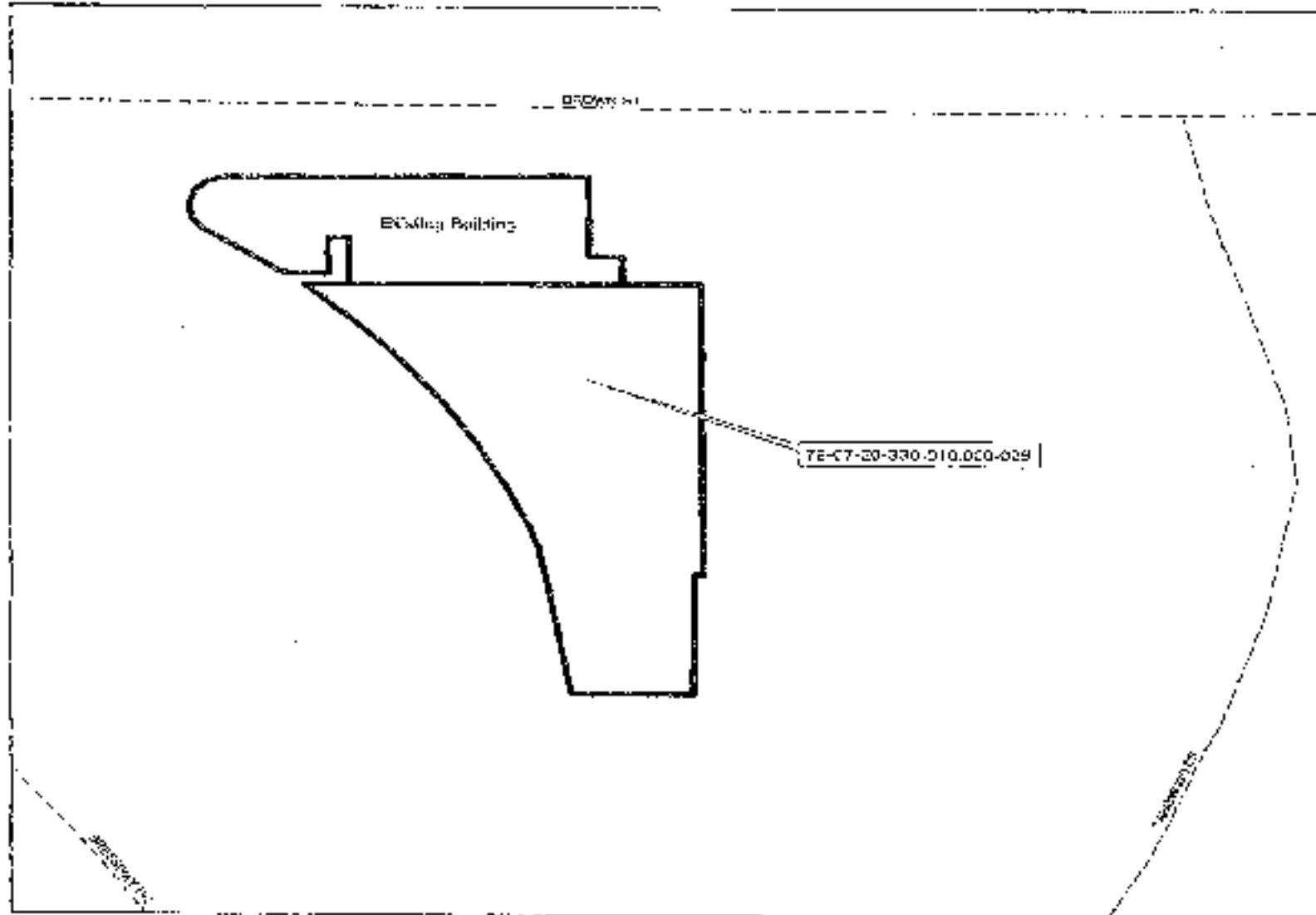


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EXHIBIT G

*Wabash Landing Apartments, West Lafayette – BFD #4171006*  
Amended Final Plat Map Depicting Existing Building Footprint

# Indiana Brownfields Program # 4171006 - Real Estate



**Mapper:** Mike HILL, CCIM, Office of Community Resource Services Division, Engineering & GIS Services, June 27, 2018

**Lead Info:**  
 Inclusion # 2018-0010107 Kalamazoo, MI 49001-0018  
 Inclusion # 2018-0010108 Kalamazoo, MI 49001-0018

**Parcel ID:** TE-C7-20-330-010.000-029

**ALSO info:**  
 8th Street, 12th St, 14th St  
 15th Street, 16th Street  
 17th Street, 18th Street

**Property Info:**  
 400 Brown Street, Van Laay, MI

**Disclaimer:**  
 This map is intended to serve as a guide only. This information is not warranted for accuracy or other purposes.

**Map Legend**  
 Solid Line: Parcel Boundary  
 Dashed Line: Street

