

**Via Fed-Ex**

Elmer S. Vargas  
3737 Walnut Street  
Indianapolis, IN 46222

**Re: Request for Access to Perform Environmental Investigation  
3737 Walnut Street, Indianapolis, Indian 46222**

Dear Mr. Vargas:

Based on available records, you are indicated as the owner/occupant of the property located at 3737 Walnut Street, Indianapolis, Indiana ("Property"). The former Allison Plant 10 previously operated a facility at 700 Olin Avenue, Indianapolis, Indiana. As a result of the presence of volatile organic compounds ("VOCs") in the subsurface soil and groundwater at the former Allison Plant 10 property, the Indiana Department of Environmental Management ("IDEM") requested certain investigations of the Property that you own at 3737 Walnut Street to determine the potential for VOC vapors to migrate through the subsurface and into the home located on your Property.

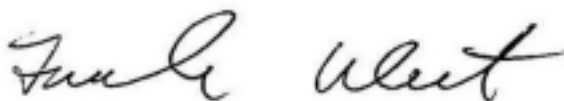
Ramboll Americas Engineering Solutions, Inc. ("Ramboll"), the environmental consultant, has previously conducted investigations on your Property under an access agreement with the prior owner. Ramboll would like to continue the investigation of your Property under a new access agreement with you. The investigation would consist of the collection of indoor air samples and/or sub-slab soil gas samples, which would be performed at no expense to you.

The attached proposed Access Agreement between you and Ramboll outlines the general scope of environmental investigation activities that Ramboll wants to undertake on your Property. Please review the attached Access Agreement and, if it is acceptable, sign where indicated and return to me in the enclosed envelope. Also, please provide us with information about where we may contact you by telephone to schedule the sampling on your Property.

Should you have any questions regarding this request or the enclosed proposed Access Agreement, please email or contact me at (317) 803-4602. You may also wish to discuss this matter with the IDEM project manager Chad Pitcher. He may be contacted at (317) 941-4517. Thank you for your time and cooperation.

Sincerely,

Ramboll



**Frank D. West, L.P.G.**  
Senior Managing Consultant

D 317.803.4602  
[fwest@ramboll.com](mailto:fwest@ramboll.com)

cc: Chad Pitcher - IDEM

Attachment

February 25, 2025

Ramboll  
One Indiana Square  
Suite 2335  
Indianapolis, IN 46204  
USA

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F +1 317 423 8720  
[www.ramboll-environ.com](http://www.ramboll-environ.com)

## RIGHT OF ACCESS AGREEMENT

This Agreement entered on this \_\_\_\_ day of \_\_\_\_\_ 2025 by and between \_\_\_\_\_ (hereinafter "SITE OWNER/OCCUPANT") and, RAMBOLL Americas Engineering Solutions, Inc., located at One Indiana Square, Suite 2335, Indianapolis, IN (hereinafter "RAMBOLL"); and

WHEREAS, SITE OWNER/OCCUPANT owns the Property located at \_\_\_\_\_, Indianapolis, IN (hereinafter "the Property"); and

WHEREAS, RAMBOLL has been requested by the Indiana Department of Environmental Management to perform an environmental investigation which may include indoor air, sub-slab soil gas, and/or other media sampling at the Property.

NOW THEREFORE, the parties agree as follows:

1. SITE OWNER/OCCUPANT agrees to grant, or cause to be granted, to RAMBOLL access to the Property to be investigated under this Agreement.
2. RAMBOLL shall be liable to the SITE OWNER/OCCUPANT for direct damages that result from RAMBOLL's negligence or willful misconduct in the performance of its services. UNDER NO CIRCUMSTANCES SHALL RAMBOLL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE OWNER'S FAILURE TO PERFORM ITS OBLIGATIONS.
3. RAMBOLL, its employees, contractors and subcontractors shall not use the Property in any manner that would interfere with or cause harm to the Property, its operations or any other lawful activity being undertaken by SITE OWNER/OCCUPANT on the Property.
4. RAMBOLL will notify SITE OWNER/OCCUPANT 48 hours in advance of access to the Property.
5. RAMBOLL shall carry at its expense, during the term of this Agreement, the minimum insurance coverages set forth below:
  - (1) Statutory Workers Compensation and Employer's Liability Coverage
  - (2) General Liability for bodily injury and property damage of \$1,000,000 aggregate
  - (3) Automobile Liability with \$1,000,000 combined single limit
  - (4) Professional Liability and Contractor's Pollution Liability with a combined single limit of \$1,000,000 per claim and in the aggregate.
6. RAMBOLL agrees to use its best professional judgment in the performance of its services under this Agreement and to use the degree of care and skill ordinarily exercised, under similar circumstances, by reputable consultants performing comparable services. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. RAMBOLL indicates that no other warranty or representation, either expressed or implied, is included or intended under this Agreement.

7. This agreement shall be construed according to the laws of the State of Indiana.

ENTERED the date and year written above:

By: \_\_\_\_\_

Date: \_\_\_\_\_ 2025

RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.

By: \_\_\_\_\_

Date: \_\_\_\_\_ 2025