



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

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

Eric J. Holcomb
Governor

Brian C. Rockensuess
Commissioner

June 25, 2024

SOS-Save Our Stories, Inc.
Bill Munn
PO Box 266
Marion, Indiana 46952

Re: **ERC Scrivener's Error**
Firestone Mastercare
625 South Washington Street
Marion, Grant County
UST FID #1853
LUST #199301536
Brownfield #4220804

Dear Mr. Munn:

On February 20, 2024, the Indiana Department of Environmental Management (IDEM) issued a No Further Action Determination to SOS-Save Our Stories, Inc. for the above referenced property (Site). As a condition of the effectiveness of the No Further Action Determination, an Environmental Restrictive Covenant (ERC) was required to be recorded on the deed for the Site. The ERC was recorded on April 24, 2024, at the Grant County Recorder's Office as Instrument #2024-002500.

In conjunction with review of the recorded ERC prior to it being entered in IDEM's Institutional Controls Registry, the Indiana Brownfields Program (Program) discovered that the recorded ERC is incomplete because a copy of the No Further Action (NFA) Determination Letter is missing from Exhibit C. In addition, while reviewing the recorded ERC, a minor error in the text was discovered; on page 6, it states "This instrument prepared by: Andrea Robertson Habeck", when it should have stated the person that filled in the blanks, in this case, William F. Munn.

To remedy these inadvertent errors in the recorded ERC, IDEM prepared and executed an *Affidavit to Correct Scrivener's Error* which is enclosed with this letter along with a complete and corrected ERC. The affidavit and the complete and corrected ERC, with the NFA Letter included as Exhibit C, must be recorded at the Grant County Recorder's Office in order to remedy the recording errors and allow the NFA Letter to become effective. Instructions explaining the process of how to correctly record the *Affidavit to Correct Scrivener's Error* and the complete and corrected ERC are enclosed.

Following recordation of the *Affidavit to Correct Scrivener's Error* and the

Firestone Mastercare, Marion – ERC Scrivener's Error
BFD #4220804
June 25, 2024
Page 2 of 2

complete and corrected ERC, which are to be recorded separately, please return a certified copy of each of the recorded documents to Tonya Keller at tokeller@ifa.in.gov or at the address listed below:

Indiana Brownfields Program
100 North Senate Avenue, Room 1275
Indianapolis, IN 46204
ATTN: Tonya Keller

Should you have any questions or comments, please contact Haley Faulds at (317) 234-0685 or by email at hfaulds1@ifa.in.gov.

Sincerely,



Andrea Robertson Habeck
Technical Staff Coordinator
Office of Land Quality

Enclosures (Affidavit to Correct Scrivener's Error and Corrected ERC)

cc: Ashley Green, U.S. EPA Region 5
Meredith Gramelspacher, Indiana Brownfields Program
Haley Faulds, Indiana Brownfields Program
Carla Gill, SESCO Group
Grant County Health Department

Cross-Reference: Instrument No. 2024-002500

AFFIDAVIT TO CORRECT SCRIVENER'S ERROR

The undersigned, upon his oath, deposes and says:

1. That a certain Environmental Restrictive Covenant ("**ERC**") was recorded on April 24, 2024, as Instrument Number 2024-002500 in the Office of the Recorder of Grant County, Indiana, and executed by the SOS-Save Our Stories, Inc. ("**Owner**") in favor of THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, an Indiana governmental agency (the "**Department**").

2. That the ERC was incorrectly recorded without a copy of the February 20, 2024, No Further Action ("**NFA**") Determination Letter included as Exhibit C. Additionally, the "instrument prepared by:" section incorrectly cited Andrea Robertson Habeck when it should have been William F. Munn. Therefore, the recorded ERC is incomplete and incorrect.

3. That this Affidavit is made for the purpose of correcting said errors, it having been the intention of the parties in executing and recording a complete ERC to have all pages of the ERC and Exhibits filed with the Office of the Recorder.

4. Pursuant to this Affidavit, Owner intends to replace the ERC recorded April 24, 2024, as Instrument Number 2024-002500 with the complete ERC submitted with this Affidavit and which shall be recorded as a separate document.

5. That the undersigned has personal knowledge of the matters stated herein and that the undersigned is authorized to make this Affidavit.

Further Affiant sayeth not.

SOS-Save Our Stories, Inc.

By: _____

Print Name: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and state, personally appeared _____, Authorized Signer of the Owner, SOS-Save Our Stories, Inc. who, after having been duly sworn, acknowledged the execution of the foregoing Affidavit to Correct Scrivener's Error for and on behalf of the SOS-Save Our Stories, Inc.

WITNESS, my hand and Notarial Seal this _____ day of _____, 20____.

(_____) Notary Public

Commission Expires: _____ County of Residence: _____

This instrument was prepared by:

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.

ACKNOWLEDGEMENT AND APPROVAL

The undersigned, being an authorized representative of the Department, hereby acknowledges, consents to, and approves of the execution and recording of this Affidavit to Correct Scrivener's Error.

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, an Indiana governmental agency

By: *Andrea Robertson Habeck*

Printed: Andrea Robertson Habeck

Title: Technical Staff Coordinator

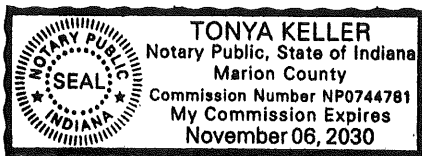
STATE OF INDIANA)
) SS:
COUNTY OF Indiana)

Before me, a Notary Public in and for said County and state, personally appeared Andrea Robertson Habeck, an authorized representative of IDEM, an Indiana governmental agency, who, after having been duly sworn, acknowledged consent to and approval of the execution and recording of the foregoing Affidavit to Correct Scrivener's Error for and on behalf of IDEM.

WITNESS, my hand and Notarial Seal this 2nd day of July, 2024.

Tonya Keller
(Tonya Keller) Notary Public

Commission Expires: November 6, 2030 County of Residence: Marion



Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT is made this ____ day of _____, 202__, by SOS-Save Our Stories, Inc. ("Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Grant, Indiana, which is located at 625 South Washington Street in Marion 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 June 10, 2022, and recorded on June 23, 2022, as Deed Record 2022-005413, in the Office of the Recorder of Grant County, Indiana. The Real Estate consists of approximately 0.40-acre and is identified by the State by parcel identification number 27-07-06-403-036.000-002. The Real Estate to which this Covenant applies is depicted on a map attached hereto as **Exhibit "B"**.

WHEREAS: A No Further Action ("NFA") 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 to address the redevelopment potential of the Real Estate which is a brownfield site resulting from a release of petroleum contamination, relating to historical operations on the Real Estate, Program site number BFD #4220804.

WHEREAS: The NFA, as approved by the Department, provides that certain contaminants of concern ("COCs") remain in groundwater 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 listed in **Exhibit "D"**, which is attached hereto and incorporated herein.

WHEREAS: Soil and groundwater on the Real Estate were sampled for volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs) and lead. Investigations detected levels of several constituents above applicable published R2 levels established by IDEM in the *Risk-based Closure Guide* ("R2") (July 8, 2022, and applicable revisions). Groundwater analytical results above applicable R2 published 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 COCs were detected in groundwater above applicable R2 published levels.

WHEREAS: Notwithstanding the detections of COCs in groundwater above R2 published levels, IDEM approved conditional residential closure of environmental conditions on the Real Estate under R2 since the remaining groundwater contamination can be controlled with a no groundwater use prohibition. Therefore, environmental conditions on the Real Estate meet applicable cleanup criteria in R2 so long as the land use restriction required by this Covenant is maintained.

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

NOW THEREFORE, SOS-Save Our Stories, Inc. subjects the Real Estate to the following restriction and provisions, which shall be binding on SOS-Save Our Stories, Inc. and all future owners:

I. RESTRICTION

1. Restriction. The Owner and all future owners:

- (a) Shall not use or allow the use or extraction of groundwater 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 groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.

II. GENERAL PROVISIONS

- 2. Restriction to Run with the Land. The restriction 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 restriction 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 the restriction 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 restriction set forth in paragraph 1 above is 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 GRANT 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 restriction 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 Grant 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:
SOS-Save Our Stories, Inc.
PO Box 266
Marion, Indiana 46952
ATTN: Bill Munn

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

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.

ACKNOWLEDGMENT BY A NOTARY

IN WITNESS WHEREOF, SOS-Save Our Stories, Inc., the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this _____ day of _____, 20____.

SOS-Save Our Stories, Inc.

Printed Name of Signatory

STATE OF _____)
) SS:
COUNTY OF _____)

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

Witness my hand and Notarial Seal this ___ day of _____, 20__.

_____, Notary Public
Residing in _____ County, _____

My Commission Expires:

This instrument prepared by:

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.

_____ (Printed Name of Declarant)

EXHIBIT A

Indiana Special Warranty Deed for the Real Estate

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. – Jill E. Schwartz, Esq.

This Instrument Was Prepared By

Jill E. Schwartz, Esq.
Bridgestone Retail Operations, LLC
200 4th Avenue South
Nashville, TN 37201

After Recording Return To and Send Tax Bills to:

SOS-Save Our Stories, Inc.
800 W. Euclid Avenue
Marion, IN 46952

2022-005413

KATHY D. FOY, RECORDER
GRANT COUNTY, INDIANA
RECORDED AS PRESENTED
06/23/2022 11:21 AM
PAGES: 3
REC FEE: 25.00

This document was eRecorded

Space Above This Line for Recorder's Use

INDIANA SPECIAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that effective as of the 22nd day of June, 2022, **BRIDGESTONE RETAIL OPERATIONS, LLC, a Delaware limited liability company f/k/a BFS Retail & Commercial Operations, LLC**, having an office address at 200 4th Avenue South, Nashville, TN 37201, Attn: Legal Department – Real Estate ("**Grantor**"), in consideration of the sum of Twenty-Five Thousand and 00/100th Dollars (**\$25,000.00**) and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **SOS-SAVE OUR STORIES, INC.**, an Indiana non-profit corporation, having an office address of 800 W. Euclid Avenue, Marion, Grant County, IN 46952 ("**Grantee**"), the following described real property and premises, situate in Grant County, State of Indiana, to wit:

LOTS NUMBER EIGHT (8) AND NINE (9) IN TURNER'S ADDITION TO THE CITY OF MARION, GRANT COUNTY, INDIANA

BEING THE SAME PROPERTY AS CONVEYED TO BFS RETAIL & COMMERCIAL OPERATIONS, LLC BY DEED FROM BRIDGESTONE/FIRESTONE NORTH AMERICAN TIRE, LLC AS RECORDED AT INSTRUMENT NO. 200206124, OFFICIAL RECORDS OF GRANT COUNTY, INDIANA

Parcel No. 016-02019-20 / State ID: 27-07-06-403-036.000-002
Address: 625 South Washington Street, Marion, IN 46953

DULY ENTERED
FOR TAXATION

Jun 23 2022

AUDITOR GRANT CO.

This conveyance is made expressly subject to real estate taxes and assessments not yet due and payable; any condition an accurate survey may show; easements, restrictions, covenants, conditions and reservations of record; encroachments; any zoning or governmental regulations and ordinances now or hereafter in effect, relating to or affecting the Property; all matters apparent from inspection of the Property or the public records; and is further made subject to the following express covenant and restriction, which is reserved unto Grantor, and shall burden and run with said Property and bind Grantee and its heirs, devisees, successors, assigns and nominees for the benefit of Grantor and its successors and assigns:

A restrictive use covenant which shall provide that commencing on the date of recordation of the Deed and continuing for ten (10) consecutive years thereafter, neither the real estate nor any part thereof shall be used for (i) sales, service, and installation of motor vehicle parts, auto accessories, tires, batteries, mufflers, air conditioning; and (ii) other usual motor vehicle services such as tune-ups, lube and oil changes, cooling systems flushing, filing and repair, electrical work, wheeling alignments and suspension system repair and replacement.

TOGETHER WITH all the improvements thereon and the appurtenances thereunto belonging (the "Property").

AND warrant the title to the same, against any challenge claiming by, through or under, Grantor, but not otherwise.

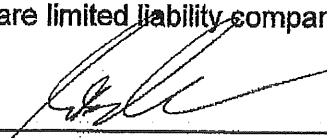
TO HAVE AND TO HOLD the Property unto Grantee, and to Grantee's heirs and assigns forever.

[Signature on following page]

IN WITNESS WHEREOF, Grantor has executed and delivered this Special Warranty Deed under seal as of the day and year first above written.

GRANTOR:

BRIDGESTONE RETAIL OPERATIONS, LLC,
a Delaware limited liability company

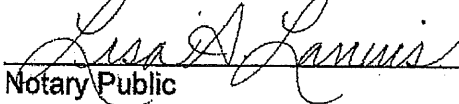
By: 
Scott Sanderson
Senior Director, Real Estate Operations

Address: 200 4th Avenue South
Nashville, TN 37201

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Scott Sanderson, Senior Director, Real Estate Operations for BRIDGESTONE RETAIL OPERATIONS, LLC, a Delaware limited liability company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of JUNE, 2022.


Notary Public

My Commission Expires: 3/7/2023

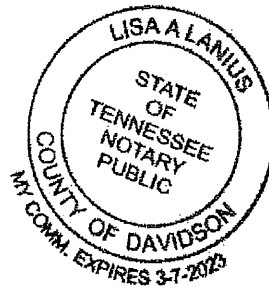
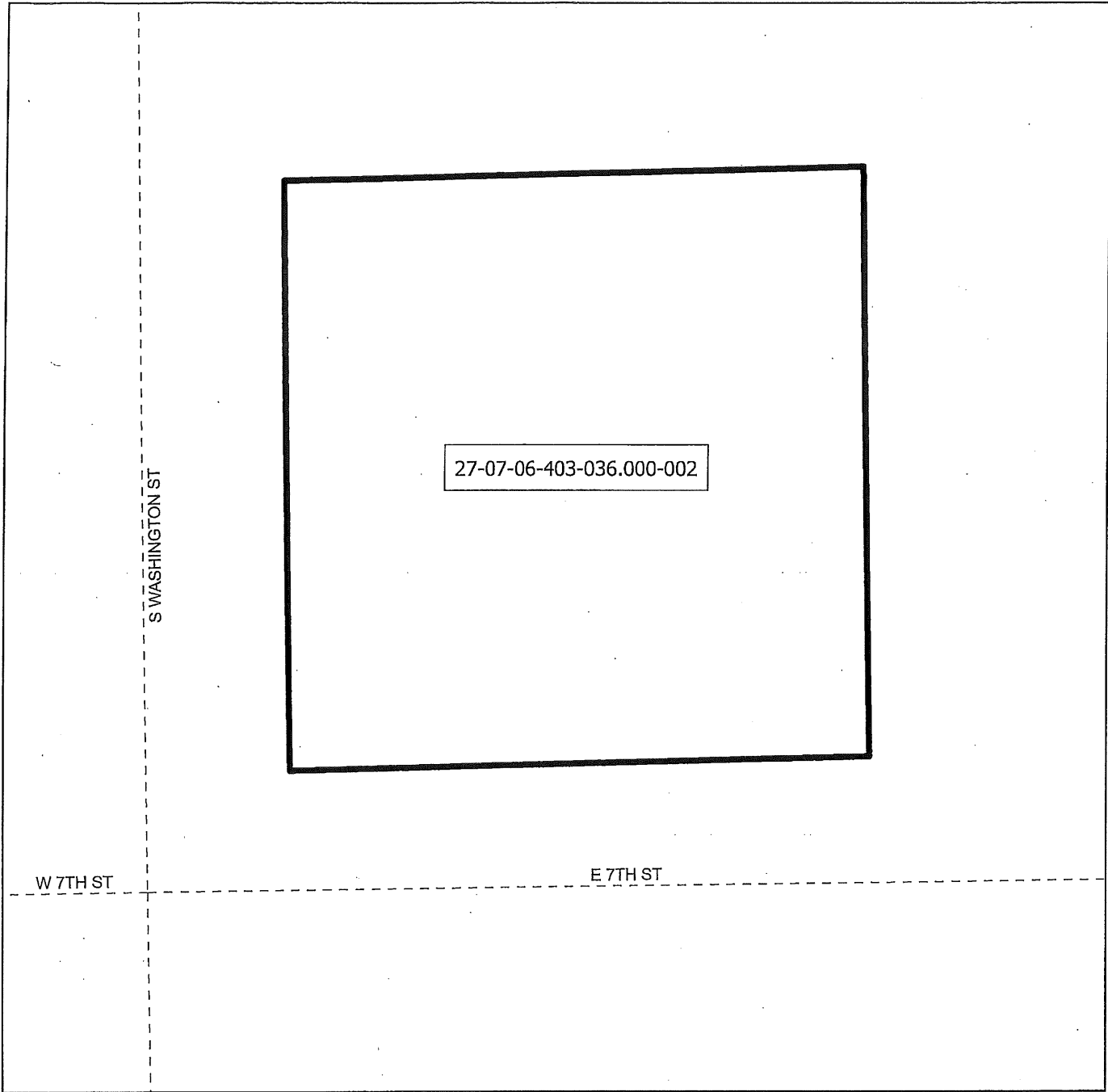


EXHIBIT B

Map of the Real Estate

Indiana Brownfields Program Number 4220804 - Real Estate



Mapped By: Vickey Robinson, GIS & Digital Services Specialist, Indiana Brownfields Program, February 01, 2024


Real Estate: Indiana Special Warranty Deed – Instrument Number 2022-005413


Parcel Info: The Real Estate consists of Parcel Identification Number:
27-07-06-403-036.000-002

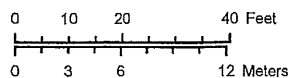
PLSS Info: Section 6, T24N, R8E, Center Township, Grant County, Indiana

Property Info: 625 S Washington Street, Marion, Indiana

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

 REAL ESTATE

 STREET



Grant County



Project Area

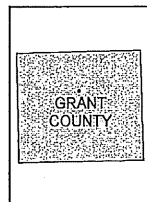


EXHIBIT C

Copy of the No Further Action Letter



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204

(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb
Governor

Brian C. Rockensuess
Commissioner

February 20, 2024

SOS-Save Our Stories, Inc.
Bill Munn
PO Box 266
Marion, Indiana 46952

Re: **No Further Action Determination
Pursuant to Risk-based Closure Guide
POSI**

Firestone Mastercare
625 South Washington Street
Marion, Grant County
UST FID #1853
LUST #199301536
Brownfield #4220804

Dear Mr. Munn:

Indiana Brownfields Program (Program) staff have reviewed the following reports documenting environmental activities conducted at the property located at 625 South Washington Street in Marion, Grant County (Site), which were funded by the Program through its Petroleum Orphan Site Initiative (POSI) to facilitate redevelopment of the Site. These documents may be viewed electronically by searching online by the noted document number referenced below in Indiana Department of Environmental Management's (IDEM's) Virtual File Cabinet (VFC) accessible through IDEM's website.

- *UST Removal Report*, dated July 30, 1993, prepared by Ryan-Murphy, Incorporated (Document #22991868)
- *Phase I Environmental Site Assessment*, dated March 30, 2022, prepared by the SESCO Group (Document #83357946)
- *Underground Storage Tank and Hydraulic Lift Closure Report*, dated January 18, 2023, prepared by the SESCO Group (Document #83418595)
- *Phase II Environmental Site Assessment*, dated June 16, 2023, prepared by the SESCO Group (Document #83490940)
- *Phase II Environmental Site Assessment*, dated September 25, 2023, prepared by the SESCO Group (Document #83536806)
- *4th Quarter 2023 Groundwater Monitoring Report*, dated December 28, 2023, prepared by the SESCO Group (Document #83575782)

Site Description and History

The 0.40-acre Site is one parcel identified by the State by parcel #27-07-06-403-036.000-002. The Site is improved with an 8,064-square foot commercial retail building with auto maintenance bays and a car wash. Asphalt parking adjoins the building to the west and south with an asphalt access way along the east and north sides of the building. Historical use of the Site included the following: from prior to 1887 to circa 1935, the northern half of the Site was residential, and the southern half of the Site was occupied by a church. In 1937, the Site was redeveloped with the current structure and was occupied by Firestone as a gasoline service (1937-1967) and auto repair facility (1937- circa 2010). The Site has been owned by SOS-Save our Stories, Inc. since June 23, 2022. Redevelopment plans are unknown, but Site use is expected to remain commercial in nature.

Properties adjoining the Site are as follows: to the north, commercial property (law office); to the east, an alleyway followed by a church; to the south, East 7th Street followed by a parking lot; and, to the west, South Washington Street followed by the Marion Public Library.

The Site is located in a designated Opportunity Zone which allows for preferential tax treatment of eligible investments designed to spur economic development and job creation in distressed communities.

Historical Environmental Conditions

On July 30, 1992, one 550-gallon single walled steel underground storage tank (UST) containing used motor oil was removed and disposed of off-Site. Approximately 400-gallons of used motor oil and approximately 150-gallons of semi-solids were removed. Soil samples were collected and analyzed for Total Petroleum Hydrocarbons (TPH),¹ and 72.7 tons of soil was removed from the Site. The UST removal process for FID#1853 was overseen by the IDEM UST Section (Document #22991868). A release was subsequently assigned as Incident #199301536. According to LUST Program records, a No Further Action (NFA) Determination for this incident was issued in July 2017, but no copy of an NFA Letter could be located.

Environmental Conditions

For purposes of evaluating Site conditions for closure, sample analytical results were compared to IDEM's *Risk-based Closure Guide (R2)* (July 8, 2022 and applicable revisions) published levels as follows: soil samples collected at depths between 0 and 10 feet below ground surface (bgs) were compared to R2 residential and commercial soil published levels (RSPLs and CSPLs, respectively); soil samples collected between 0 and 15 feet bgs were compared to the excavation worker soil published levels

¹ As of March 22, 2012, IDEM no longer evaluates TPH contamination in soil when determining RISC, RCG, or R2 closure. Therefore, the levels of TPH detected in soil are not relevant for purposes of evaluating environmental conditions on the Site and are presented for informational purposes only.

(XSPLs); and, soil samples collected at depths greater than 15 feet bgs were not evaluated for purposes of closure because of the unlikely risk of exposure to soil at that depth. Groundwater samples were compared to groundwater published levels (GWPLs). If total and dissolved groundwater samples were collected per Section 2.2.5 of R2 and IDEM Nonrule Policy Document (NPD) Waste-0057, only the dissolved groundwater samples were compared to GWPLs.

Phase I ESA Report – March 2022

The March 2022 Phase I Environmental Site Assessment (ESA) identified the following recognized environmental conditions (RECs) associated with the Site:

- Five abandoned gasoline USTs reportedly located outside the southwestern corner of the building.
- The identified soil and groundwater impacts with concentrations above IDEM screening levels.
- The 55-gallon drums of unknown contents.
- The potential polychlorinated biphenyls (PCBs) containing light ballast.
- The waste oil above-ground storage tank (AST).
- The potential car wash catch basin or separator tank.
- The suspect vent pipe along the north wall and possible associated unregistered UST.

In addition to the above-noted RECs, the March 2022 Phase I ESA identified the following historical REC (HREC):

- The identified historical waste oil UST removal and soil excavation activities completed on-Site.

UST & Hydraulic Lift Closure Report – January 2023

In November 2022, SESCO Group provided oversight for the planned removal of: seven hydraulic lifts located inside the Site building, five 1,000-gallon steel USTs located in a common basin on the southwestern side of the Site, one 1,000-gallon steel AST, and one 1,000-gallon oil/water (O/W) separator tank.

During excavation of the area where the five USTs were reportedly located, only two 1,000-gallon USTs were discovered. The tanks were both located partially underlying the foundation of the building and found to be filled with a sand/slurry mix. The USTs were left in place so as not to jeopardize the foundation of the building. No visual/olfactory impacts were observed in the excavation area; therefore, no soil was removed. A total of 300 gallons of hydraulic oil were removed from the hydraulic lifts prior to their removal for proper disposal off-Site.

Upon completing the hydraulic lift removal activities, confirmation soil samples were collected at the following locations: base of the hydraulic lift excavations (LS-1 through LS-7); UST basin sidewalls (N SW-1, S SW-2, W SW-3, and E SW-4), and one excavation base sample located near the center of the UST basin (B-1). Soil samples

were analyzed for volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), and lead. Analytical results from the confirmation soil samples detected no constituents above IDEM published levels. No groundwater was observed in the UST basin nor in the hydraulic lift excavations; therefore, no groundwater samples were collected.

Phase II ESA Report – June 2023

In April 2023, five soil borings (SB-1 through SB-5) were advanced to a maximum depth of 20 feet bgs on the Site for the collection of five grab groundwater samples and one soil sample. The soil sample collected from SB-3 and groundwater samples collected from all five borings were analyzed for VOCs, PAHs, and lead. No constituents were detected in soil at concentrations exceeding IDEM R2 published levels. Several PAHs and lead were detected in groundwater at levels above their respective R2 published levels. Refer to Table 1, below, for a summary of groundwater analytical data above applicable R2 published levels.

Phase II Report – September 2023

In August 2023, six additional soil borings/monitoring wells (MW-1 through MW-6) were advanced to a maximum depth of 20 feet bgs. Two of the monitoring wells were installed off-Site: MW-2 was installed south and across West 7th Street and MW-6 was installed west and across South Washington Street. Monitoring well MW-3 was attempted across South Washington to the west/southwest but was not completed due to “perched” groundwater being too high at the planned location. A second attempt was made to install MW-3 near the original location; however, the second location also indicated “perched” groundwater that was too high that would have jeopardized the integrity of the well, MW-3 was not completed.

Since all previous soil analytical results were below IDEM R2 published levels, no additional soil samples were collected during this investigation. Groundwater samples were collected from the installed five monitoring wells and analyzed for VOCs, PAHs, and lead. Multiple constituents were detected in groundwater at levels above their respective published levels. Refer to Table 1, below, for a summary of groundwater analytical data above applicable R2 published levels.

4th Quarter 2023 Groundwater Monitoring Report – December 2023

In December 2023, groundwater samples were collected from the entire monitoring well network (MW-1, MW-2, MW-4, MW-5, and MW-6). Additionally, a duplicate groundwater sample was collected from sample location MW-4. The samples were analyzed for VOCs, PAHs, and dissolved lead. Refer to Table 1, below, for a summary of groundwater analytical data above applicable R2 published levels.

TABLE 1
Groundwater Concentrations Exceeding
IDEM R2 Published Levels

Contaminant Detected	Sample Date	Sample Location	Results ppb	GWPL
Ethylbenzene	4/18/23	SB-4 DUP	4,410 4,430	700
	8/14/23	MW-4	1,240	
n-Propylbenzene	4/18/23	SB-4 DUP	992 1,030	700
	1,2,4-Trimethylbenzene	4/18/23	SB-4 DUP	
8/14/23		MW-4	2,250	
12/7/23		MW-4 DUP	1,920 1,890	
1,3,5-Trimethylbenzene	4/18/23	SB-4 DUP	2,890 2,880	60
	8/14/23	MW-4	475	
	12/7/23	MW-4 DUP	454 423	
Xylene (M&P)	4/18/23	SB-4 DUP	18,200 17,900	10,000
Xylene (Total)	4/18/23	SB-4 DUP	26,600 26,200	10,000
1-methylnaphthalene	4/18/23	SB-4 DUP	153 133	10
	8/14/23	MW-4	22.1	
2-methylnaphthalene	4/18/23	SB-4	384	40
		DUP	346	
Naphthalene	4/18/23	SB-4 DUP	1,150 992	1
	8/14/23	MW-4	4.18	
	12/7/23	MW-4 DUP	83 48.20	
Lead	4/18/23	SB-1	45	15
		SB-3	31	
		SB-4 DUP	98 106	
		SB-5	46	

Notes: **bold** = above R2 Groundwater Published Level
 ppb = parts per billion
 DUP = field duplicate

Summary of Environmental Investigations

Soil sample analytical results were below IDEM R2 published levels for all constituents. Although multiple constituents were detected in groundwater near the southern and southwestern portion of Site (SB-1/MW-1, SB-3, SB-4/MW-4) above their respective GWPLs, no constituents were detected hydraulically downgradient and off-Site to the west (MW-6). Exposure to remaining groundwater contamination located immediately downgradient of the former UST basin (SB-4/MW-4) can be controlled via a groundwater restriction contained in an Environmental Restrictive Covenant (ERC).

Petroleum-related impacts do not extend off-Site across South Washington Street or West 7th Street; however, a Notice of Contamination Letter will be issued to the City of Marion to notify it of potential contamination in the right-of-way of South Washington Street.

A vapor intrusion investigation was not deemed necessary at the Site due to analytical results not satisfying any R2 (Table 2-C) criteria for a petroleum vapor intrusion investigation.

Technical Conclusion

Notwithstanding contaminants in groundwater having been detected at levels above R2 residential published levels, IDEM can approve a conditional residential closure of environmental conditions at the Site under the R2 since the detected contamination can be controlled via a groundwater use restriction in an environmental restrictive covenant (ERC).

Institutional Control

Since levels of contaminants detected in groundwater underlying the Site remain above applicable R2 residential published levels, an ERC is required to be recorded on the deed for the Site. As a condition of the effectiveness of this No Further Action (NFA) determination, IDEM is requiring land use restriction via the enclosed ERC with the following provision, summarized below:

- Shall not use or allow the use or extraction of groundwater at the Site for any purpose, including human or animal consumption, gardening, industrial processes, or agriculture, without prior IDEM approval, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.

Conclusion

Based on the information on known contaminant levels submitted to or otherwise reviewed by IDEM, IDEM concludes that current Site conditions do not warrant a response action at this time and IDEM does not plan to take a response action at the Site at this time. If IDEM later discovers that above-referenced reports or other information submitted to IDEM was inaccurate, or if any activities undertaken by an

Firestone Mastercare, Marion – No Further Action Letter
BFD #4220804
February 20, 2024
Page 7 of 7

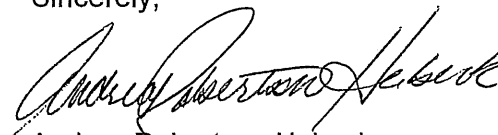
owner or operator exacerbate the Site contamination, then IDEM reserves the right to revoke this letter and pursue any responsible parties. Additionally, this determination does not apply to any contamination that is not described in this NFA Letter or any future releases at the Site. Furthermore, this letter does not constitute an assurance that the Site is safe or fit for any particular use. Please be advised that any work performed at the Site must be done in accordance with all applicable environmental laws.

In order for IDEM to consider this letter effective, the enclosed ERC, which includes a copy of the No Further Action Letter, must be recorded on the deed for the Site in the Grant County Recorder's Office. Recording instructions are enclosed explaining the process of how to correctly record the ERC. Please return a certified copy of the filed document to Tonya Keller at tokeller@ifa.in.gov or at the address listed below:

Indiana Brownfields Program
100 North Senate Avenue, Room 1275
Indianapolis, Indiana 46204
ATTN: Tonya Keller

IDEM is pleased to provide SOS-Save Our Stories, Inc. with this NFA determination. Should you have any questions or comments, please contact Haley Faulds of the Indiana Brownfields Program at 317-234-0685 or by email at Hfaulds1@ifa.in.gov.

Sincerely,



Andrea Robertson Habeck
Technical Staff Coordinator
Indiana Brownfields Program

Enclosure: ERC

cc: Ashley Green, U.S. EPA Region 5
Meredith Gramelspacher, Indiana Brownfields Program
Haley Faulds, Indiana Brownfields Program
Shay Hartley, Petroleum Remediation Section
Carla Gill, SESCO Group
Grant County Health Department

EXHIBIT D

TABLE 1
Firestone Mastercare, Marion – BFD #4220804
Groundwater Concentrations Exceeding
IDEM R2 Published Levels

TABLE 1
Firestone Mastercare, Marion – BFD #4220804
Groundwater Concentrations Exceeding IDEM R2 Published Levels

Contaminant Detected	Sample Date	Sample Location	Results ppb	GWPL
Ethylbenzene	4/18/23	SB-4 DUP	4,410 4,430	700
	8/14/23	MW-4	1,240	
n-Propylbenzene	4/18/23	SB-4 DUP	992 1,030	700
1,2,4-Trimethylbenzene	4/18/23	SB-4 DUP	10,300 10,200	60
	8/14/23	MW-4	2,250	
	12/7/23	MW-4 DUP	1,920 1,890	
1,3,5-Trimethylbenzene	4/18/23	SB-4 DUP	2,890 2,880	60
	8/14/23	MW-4	475	
	12/7/23	MW-4 DUP	454 423	
Xylene (M&P)	4/18/23	SB-4 DUP	18,200 17,900	10,000
Xylene (Total)	4/18/23	SB-4 DUP	26,600 26,200	10,000
1-methylnaphthalene	4/18/23	SB-4 DUP	153 133	10
	8/14/23	MW-4	22.1	
2-methylnaphthalene	4/18/23	SB-4 DUP	384 346	40
Naphthalene	4/18/23	SB-4 DUP	1,150 992	1
	8/14/23	MW-4	4.18	
	12/7/23	MW-4 DUP	83 48.20	
Lead	4/18/23	SB-1	45	15
		SB-3	31	
		SB-4 DUP	98 106	
		SB-5	46	

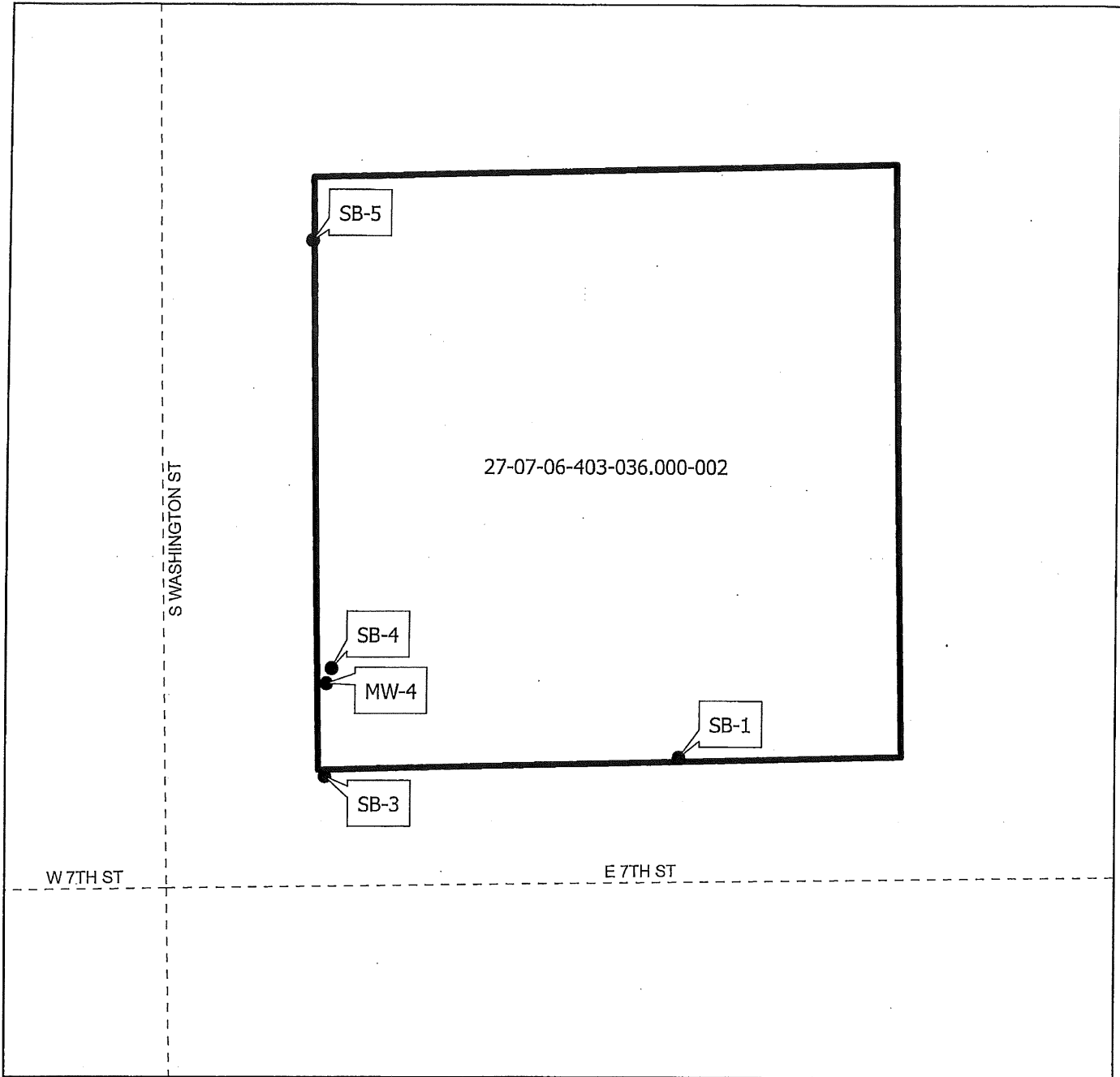
Notes: **bold** = above R2 Groundwater Published Level
ppb = parts per billion DUP = field duplicate

EXHIBIT E

Firestone Mastercare, Marion – BFD #4220804
**Site Map Depicting Sampling Locations At Which
COCs Were Detected Above Applicable IDEM R2 Published 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 4220804 - Site Map Depicting Sample Location Where COCs Were Detected Above Applicable IDEM Risk-Based Closure Guide (R2) Published Levels



Mapped By: Vickey Robinson, GIS & Digital Services Specialist, Indiana Brownfields Program, February 01, 2024

Real Estate: Indiana Special Warranty Deed – Instrument Number 2022-005413

Parcel Info: The Real Estate consists of Parcel Identification Number: 27-07-06-403-036.000-002

Sample Info: Sample Locations based on "Figure 6 – Groundwater Analytical Results Map" from the Phase II Environmental Site Assessment by SESCO group, dated 9/25/2023

PLSS Info: Section 6, T24N, R8E, Center Township, Grant County, Indiana

Property Info: 625 S Washington Street, Marion, Indiana

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

● SAMPLE LOCATION - - - STREET

▭ REAL ESTATE

Grant County

Project Area

0 10 20 40 Feet

0 3 6 12 Meters