



317.916.8000 ▪ www.augustmack.com
1302 North Meridian Street, Suite 300 ▪ Indianapolis, Indiana 46202

June 7, 2024

Mr. Syed Jaffery
Project Manager
Office of Land Quality
State Cleanup Section
100 N. Senate Avenue, IGCN, Room 1101
Indianapolis, IN 46204

**Re: Response to IDEM Comments
Former Classic Cleaners
8641 Bash Street
Indianapolis, Marion County
State Cleanup Site #0000571
August Mack Job Number JW2594.750**

Dear Mr. Jaffery:

August Mack Environmental, Inc. (August Mack) has prepared this submittal in response to the Indiana Department of Environmental Management (IDEM) comment letter, *IDEM Site Closure*, dated March 12, 2024, pertaining to the above-referenced Site. This submittal provides relevant background information and specific responses to IDEM comments.

Responses to IDEM's March 2024 Comments

IDEM's comments are provided below, in italics, followed by August Mack's responses.

IDEM Comment #1:

On February 15, 2024, IDEM issued a letter (VFC #83605193) regarding vapor intrusion (VI) at the Site. This letter was based on IDEM's review of certain documents, submitted by August Mack and SESCO Group (SESCO). The reviewed documents included Sub-Slab Depressurization System Operation Maintenance and Monitoring Plan (SSDS- OM&M Plan), dated May 2, 2023 (VFC #83476625), Summary Report (Summary Report), dated May 2, 2023 (VFC #83476619), and October 2022 Vapor Intrusion & Sewer Cleanout Vapor Sampling Report (VI Report), dated December 12, 2022 (VFC #83411875). Generally, IDEM found the reviewed documents acceptable, but concerns were expressed pertinent to some specific VI related issues, and a Response to IDEM Comments was requested.



August Mack Response:

August Mack acknowledges this comment. August Mack has prepared a separate response to comments addressing IDEM's comments made in the February 15, 2024 IDEM letter (VFC #83605193).

IDEM Comment #2:

August Mack's Closure Request seeks a risk-based Site closure with the implementation of an environmental restrictive covenant (ERC) on the property deed. A draft ERC is included as Attachment G of the Closure Request.

August Mack Response:

August Mack acknowledges this comment.

IDEM Comment #3:

The vapor sampling events of March and July of 2023 were the latest sampling events conducted at the Site and were addressed in IDEM's February 15, 2024-letter. The Closure Request does not include any new sampling and analysis data.

August Mack Response:

August Mack acknowledges this comment.

IDEM Comment #4:

Based on the up-to-date analytical data pertinent to the Site, IDEM has determined that a soil direct contact remedy is not warranted; however, remedies are required for the on- Site groundwater and vapor exposure scenarios. August Mack's proposed ERC draft offers certain institutional control restrictions to address those vapor exposure scenarios.

August Mack Response:

August Mack acknowledges this comment.

IDEM Comment #5:

IDEM has evaluated August Mack's proposed ERC draft. There are three restrictions included in this ERC draft: the first one prohibits using the Site property for residential purpose and the second one bars extracting and/or consuming groundwater from the Site property. IDEM has determined that these two proposed restrictions can appropriately control the potential risk of groundwater exposure. The third proposed restriction relies upon continued use of the currently installed Sub-Slab Depressurization System (SSDS) and upon the procedures outlined in August Mack's Operation Maintenance and Monitoring Plan (OM&M Plan), see VFC 83476625. As discussed in the couple of following comments, the third restriction is inadequate.

August Mack Response:

August Mack acknowledges this comment. The Draft ERC has been updated and is included as **Attachment A**.

IDEM Comment #6:

A comment in IDEM's letter of February 15, 2024, stated: "IDEM has determined that generally the OM&M Plan conforms to IDEM's Technical Guidance Document Vapor Mitigation Systems, dated October 2021; however, it does not provide a long-term IA [indoor air] monitoring schedule. The soil gas data indicates the potential need for a long-term remedy to mitigate the on-site vapor risk. Therefore, the OM&M plan must identify a long-term monitoring schedule, such as Schedule 1 or 2, if the system will act as a long-term remedy to vapor risk on-site. If long term remedy is not the system's intended purpose, then August Mack must provide a further clarification as to how the potential vapor risk will be addressed." Accordingly, in the absence of an appropriate long-term monitoring schedule (see R2 Section 4.2.3.2), IDEM has determined that the proposed ERC restriction cannot appropriately control the potential vapor exposure risk. Furthermore, considering a potential future change in the use of the Site property, IDEM requires that a VI contingency remedy, such as exterior soil gas (SGe) sampling, be included as an ERC restriction. This is necessary and required because: (i) during the 2021 SGe sampling, in samples SG-1 and SG-2, tetrachloroethylene (PCE) and trichloroethylene (TCE) exceeded their respective R2 commercial soil-gas published levels (CSGPLs); (ii) during the October 2022 sampling, in sample Sewer Cleanout-2, TCE exceeded its commercial sewer conduit PL (see IDEM's letter of February 15, 2024 and SESCO's VI Report). IDEM also requires that an informed risk decision must be made at each individual tenant space in the vapor conceptual site model (CSM) in accordance with the R2.

August Mack Response:

August Mack acknowledges this comment. The Draft ERC has been updated and is included as **Attachment A**. The OM&M has been updated and is included as **Attachment B**.

As part of their *October 2022 Vapor Intrusion & Sewer Cleanout Vapor Sampling Report* (IDEM virtual file cabinet (VFC) #83411875), SESCO Group (SESCO) evaluated soil gas exterior (SGe), sub-slab soil gas (SGss), indoor air, and sewer conduit vapor analytical results in order to make informed risk decisions within each of the individual tenant spaces in the Site building. The informed risk decision was requested by IDEM in a letter dated August 8th, 2022 (IDEM VFC #83353911). Within the report SESCO summarized the tenant spaces and outlined the type of sampling completed in each tenant space and determined whether a potential vapor exposure exists. Based on their evaluation, SESCO determined the following:

- Although cVOC impacts have historically been detected in SGe, SGss, and sewer conduit vapor samples, no cVOCs have been detected in excess of the IDEM R2 PLs in indoor air samples.
- SGss and SGe results have been delineated to, or in the immediate vicinity of, the former Classic Cleaners tenant space.
- The VI exposure pathway is incomplete in all tenant spaces.

Although SESCO determined that the VI exposure pathway was incomplete, August

Mack installed a vapor mitigation system within the former Classic Cleaners tenant space in March 2023, which included sealing all visible floor drains and areas where the concrete floor had been compromised (cracks, penetrations, etc.). A winter worst case indoor air sampling event was conducted at the Site in April 2024. At least 30 days prior to conducting the April 2024 indoor air sampling event, the vapor mitigation system was powered off and the roof exhaust vent was capped. Indoor air analytical results revealed no cVOCs in excess of the laboratory reporting limits, despite the sampling being conducted in winter worst case conditions and with the vapor mitigation system powered off and the exhaust vent capped.

IDEM Comment #7:

Based upon the above noted facts, IDEM has determined that the proposed vapor related ERC restriction lacks adequate protection against the potential vapor exposure risk; therefore, the ERC draft must be revised.

August Mack Response:

August Mack acknowledges this comment. The Draft ERC has been updated and is included as **Attachment A**.

IDEM Comment #8:

Utilizing the Geographic Information System (GIS), IDEM has plotted the legal description provided in the ERC draft. It has been determined that the provided legal description appropriately identifies the property parcel to be restricted. The property ownership information also matches with the Marion County's GIS record for the Site property.

August Mack Response:

August Mack acknowledges this comment.

IDEM Comment #9:

IDEM has further determined that there is a typographic error in the Parcel Identification Number (PIN) noted in the ERC draft. The provided PIN 49-02-14-001.000-400 must be corrected and must read as: 49-02-14-114-001.000-400.

August Mack Response:

August Mack acknowledges this comment. The Draft ERC has been updated and is included as **Attachment A**.

IDEM Comment #10:

Different property records show different addresses for the Site property, such as 8641 Bash Street, 8629 Bash St and 7120 E 86th St. In ERC draft, Page 1, First Whereas Paragraph, the Site address is noted as 8641 Bash Street, which is consistent with IDEM's database for the Site. From GIS perspective, IDEM has determined that as long as the property's PIN 49-02-14-114-001.000-400

is correctly noted in the ERC, IDEM finds it acceptable to use the 8641Bash Street address.

August Mack Response:

August Mack acknowledges this comment. The Draft ERC has been updated and is included as **Attachment A**.

IDEM Comment #11:

IDEM requires that the Exhibit B of the ERC must be a standard size (8.5 inches by 11 inches) black and white, non-aerial map with parcel numbers clearly identified as required for clear documentation after scanning/copying. Please do not use a large plan size page and/or a standard size page in landscape orientation.

August Mack Response:

August Mack acknowledges this comment. The Draft ERC has been updated and is included as **Attachment A**.

IDEM Comment #12:

ERC draft, Section II GENERAL PROVISIONS, Item 5. Written Notice of the Presence of Contamination: In this item, an appropriate county name for the Site has been left blank, therefore, Marion County must be appropriately noted.

August Mack Response:

August Mack acknowledges this comment. The Draft ERC has been updated and is included as **Attachment A**.

IDEM Comment #13:

ERC draft, Section IV. TERM, MODIFICATION AND TERMINATION, Item 10. Modification and Termination: In this item, an appropriate county name for the Site has been left blank, therefore, Marion County must be appropriately noted.

August Mack Response:

August Mack acknowledges this comment. The Draft ERC has been updated and is included as **Attachment A**.

IDEM Comment #14:

ERC draft, Page 1, First Paragraph identifies 'Indy Portfolio Owner 2 LLC' as the current owner of the Site property. However, in Section V. MISCELLANEOUS, Item 14. Notices and Item 16. Authority to Execute and Record, the owner's name is noted as 'Indy Portfolio Owner 2 LLC and Cardinal Industrial San Diego Inc.' IDEM has determined that 'Indy Portfolio Owner 2 LLC' is the only entity on the property deed; therefore, all sections and paragraphs of the revised ERC draft must identify 'Indy Portfolio Owner 2 LLC' as the current owner of the Site property.

August Mack Response:

August Mack acknowledges this comment. The Draft ERC has been updated and is

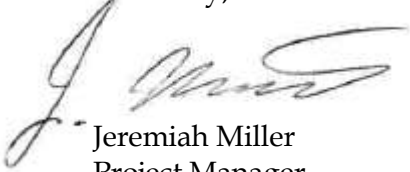
Mr. Syed Jaffery

June 7, 2024

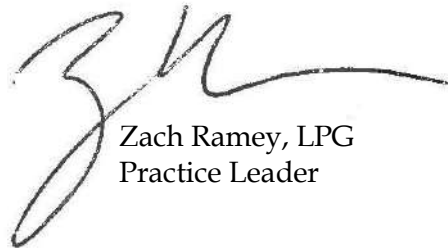
included as **Attachment A**.

Please do not hesitate to contact us at 317-916-8000 should you have any questions or comments.

Sincerely,



Jeremiah Miller
Project Manager



Zach Ramey, LPG
Practice Leader

ATTACHMENT A

August Mack Updated Environmental Restrictive Covenant (ERC)

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this [Choose an item.](#) day of [Choose an item.](#), 2024, by Indy Portfolio Owner 2 LLC 2131 Palomar Airport Rd STE 360, Carlsbad, CA 92011-147 (together with all successors and assignees, collectively “Owner”).

WHEREAS: Owner is the fee owner of certain real estate in the County of Marion, Indiana, which is located at 8641 Bash Street Indianapolis, Indiana 46256 and more particularly described in the attached Exhibit “A” (“Real Estate”), which is hereby incorporated and made a part hereof. This Real Estate was acquired by deed on August 19, 2022, and recorded on August 19, 2023, as Deed Record 83-9717, in the Office of the Recorder of Marion County, Indiana. The Real Estate consists of approximately 1.80 acres and has also been identified by the county as parcel identification number[s] 49-02-14-114-001.000-400. The restrictions in this Covenant apply to a portion of the Real Estate, the portion of which is depicted on a map attached hereto as Exhibit "B"

WHEREAS: Response action was implemented in accordance with IC-13-25-4 and/or other applicable Indiana law as a result of a release of hazardous waste and/or hazardous substances relating to the Former Classic Cleaners building. The incident number assigned by the Indiana Department of Environmental Management (“Department or “IDEM”) for the release is #0000571.

WHEREAS: Certain contaminants of concern (“COCs”) remain in the groundwater of the Real Estate following completion of the response actions. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the Owner implements and complies with the land use restrictions and with any operation and maintenance requirements for engineered controls as required herein. These COCs are PCE and TCE.

WHEREAS: Environmental investigation reports and other related documents are hereby incorporated by reference and may be examined at the offices of the Department, which is located in the Indiana Government Center North building at 100 N. Senate Avenue, Indianapolis, Indiana. The documents may also be viewed electronically in the Department’s Virtual File Cabinet by accessing the Department’s Web Site (currently www.in.gov/idem/). The Real Estate is also depicted as a polygon on IDEM’s GIS webviewer (currently <https://on.in.gov/ideminteractivemap>).

NOW THEREFORE, Owner subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

I. RESTRICTIONS

1. Restrictions. The Owner:

- (a) Shall not use or allow the use of the Real Estate for residential purposes, including, but not limited to, daily childcare facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
- (b) Shall not use or allow the use or extraction of groundwater at the Real Estate for any purpose, including, but not limited to human or animal consumption, gardening, industrial processes, or agriculture, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities, and construction related activities provided that the groundwater is managed in accordance with all local, state, and federal regulations.
- (c) Shall operate and maintain the sub-slab depressurization system (SSDS) located within tenant spaces 8261 through 8649 to protect its functional integrity in accordance with SSDS Operation, Maintenance and Monitoring Plan dated May 2, 2023 described in VFC # 83476625 and all subsequent IDEM approved revisions. Owner shall notify the Department in writing at least fifteen (15) days in advance of conducting any construction or excavation work that may impact an engineered control unless an emergency exists. Owner shall ensure that the integrity of the SSDS is restored immediately after disturbance by any construction or excavation work. Upon IDEM's request, the Owner shall provide written evidence showing the SDSS has been restored to its complete integrity.
- (d) Prior to a change from the commercial use of the Site or occupying any residential and/or commercial/industrial building(s) constructed on the Real Estate after the effective date of this Covenant, the Owner shall first complete the following: Evaluate and determine through a Program-approved sampling plan, the presence or absence of the intrusion of contaminated vapor into indoor air ("vapor intrusion") in any newly-constructed residential and/or commercial/industrial building(s) on the Real Estate.

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 and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control (hereinafter "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 or right to occupancy in all or any part of the Real Estate by any person shall affect 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 monitoring compliance with this Covenant and ensuring its protectiveness; this right includes the right to take samples and inspect records.
5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances), the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED _____ 20__, RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY ON _____, 20__, INSTRUMENT NUMBER (or other identifying reference) _____ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and: (a) include a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if it has been recorded, its recording reference, 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 IDEM 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, IDEM 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 the contaminants of concern no longer present an unacceptable risk to the public health, safety, or welfare,

or to the environment.

10. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Marion County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department. In accordance with 329 IAC 1-2-7 and IC 13-14-2-9(d), the applicant shall reimburse the department for the administrative and personnel expense incurred by the department in evaluating a proposed modification or termination of a restrictive covenant under this rule.

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 of its obligation to comply with any other applicable laws.
13. Change in Law, Policy or Regulation. The parties intend that this Covenant shall not be rendered unenforceable if Indiana's laws, regulations, guidance, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. If necessary to enforce this Covenant, the parties agree to amend this Covenant to conform to any such change. 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:
Indy Portfolio Owner 2 LLC
2131 Palomar Airport Rd STE 360
Carlsbad, CA 92011-147

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101

Indianapolis, IN 46204-2251
Attn: Institutional Control Group

An Owner may change its address or the individual to whose attention a notice is to be sent by giving written notice via certified mail.

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

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this “Deed”) is made as the 19th day of August, 2022, by **Castle Point Trade Center LLC**, an Indiana limited liability company (“Grantor”), having an address at 6925 E. 96th Street, Suite 200, Indianapolis, IN 46250, in favor of **Indy Portfolio Owner 2, LLC**, a Delaware limited liability company (“Grantee”), having an address at 2131 Palomar Airport Road #360, Carlsbad, California 92011.

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby sell, convey and grant unto Grantee, its successors and assigns, with special warranty of title, that parcel of land lying and being situated in Marion County, Indiana and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “Property”).

To have and to hold the Property, together with all improvements located thereon, and any and all rights, members, privileges and appurtenances thereto belonging to Grantee in fee simple forever with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto Grantee and Grantee’s successors and assigns forever. Grantor will warrant and defend the title to said premises unto the said Grantee and unto Grantee’s successors and assigns forever, against the lawful claims and demands of all persons claiming by, under or through Grantor, but not otherwise, and subject only to those matters set forth on Exhibit B attached hereto and by this reference incorporated herein.

Grantor covenants and warrants to Grantee that, at the time of the delivery of this Deed, the real estate is free of any encumbrances made or permitted by it, except those easements, agreements, restrictions and other matters set forth on Exhibit B attached hereto and incorporated herein by reference (“Permitted Exceptions”), and that it will defend the title hereby conveyed to the Grantee and the Grantee’s heirs and assigns against the lawful claims and demands of persons claiming by, through or under the grantor (other than as to Permitted Exceptions), but against none other.

Grantor hereby assigns and transfers to Grantee all rights which Grantor has, if any, under all warranties and representations made by other prior owners in the chain of title to the Property (the “Prior Owner Warranties”), including, but not limited to, any and all rights which Grantor may now have, if any, or which may accrue hereafter by reason of, or on account of the Prior Owner Warranties, if any.

[Remainder of page intentionally left blank; Signature page to follow]

WITNESS the following signature as of the date first set forth above.

GRANTOR:

Castle Point Trade Center LLC,
an Indiana limited liability company

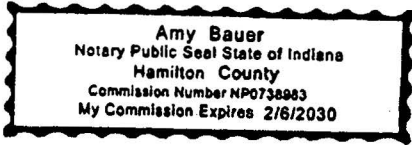
By: Mann Properties LLP,
an Indiana limited liability partnership,
its sole member


By: 
J. Brian Mann, Partner

STATE OF INDIANA)
) ss:
COUNTY OF Marion)

Before me, this 16th day of August, 2022, personally appeared J. Brian Mann, Partner of Mann Properties LLP, sole member of Castle Point Trade Center LLC, and acknowledged the execution of the foregoing instrument on behalf Castle Point Trade Center LLC, an Indiana limited liability company.

GIVEN UNDER MY HAND this 16th day of August, 2022.




Notary Public
My Commission Expires: 2/6/2030

This instrument was prepared by Timothy R. Hurlbut, Stoll Keenon Ogden PLLC, 334 N. Senate Ave., Indianapolis, Indiana 46204.

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: *Timothy R. Hurlbut*

Return Deed to: Heinz & Feinberg, 401 West A Street, Ste. 1710, San Diego, CA 92101, Attn: Jean M. Heinz

Send tax bills to: c/o Cardinal Industrial San Diego, Inc. 2131 Palomar Airport Road #360, Carlsbad, California 92011, Attn: Michael McFarland

EXHIBIT A TO DEED

Legal Description

The Land referred to herein below is situated in the County of Marion, State of Indiana, and is described as follows:

CASTLE POINT TRADE CENTER LLC LAND-TRACT I

LOTS NUMBERED 14, 15, 16, 17, 18, 19, 20 AND 21 IN CASTLETON INDUSTRIAL PARK, SECTION ONE, RECORDED AS INSTRUMENT NO. 83-9717 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, AND ADJACENT UNPLATTED LAND RECORDED AS INSTRUMENT NO. 84-34006 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, ALL BEING A PART OF THE SOUTHWEST QUARTER AND A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 4 EAST IN MARION COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 12 MINUTES 39 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF 86TH STREET; THENCE SOUTH 89 DEGREES 50 MINUTES 07 SECONDS WEST ON AND ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE 229.37 FEET, THENCE SOUTH 00 DEGREES 09 MINUTES 53 SECONDS EAST A DISTANCE OF 15.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 50 MINUTES 07 SECONDS WEST ON AND ALONG SAID SOUTH LINE A DISTANCE OF 300.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF BASH STREET; THE NEXT FOUR (4) COURSES ARE ALONG SAID EAST RIGHT-OF-WAY LINE; (1) THENCE NORTH 00 DEGREES 09 MINUTES 53 SECONDS WEST A DISTANCE OF 62.34 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 27 DEGREES 21 MINUTES 01 SECONDS AND A RADIUS OF 170.00 FEET; (2) THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 81.15 FEET (SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 13 DEGREES 30 MINUTES 37 SECONDS EAST AND A LENGTH OF 80.38 FEET) TO THE END POINT OF SAID CURVE; (3) THENCE NORTH 27 DEGREES 11 MINUTES 07 SECONDS EAST TANGENT TO SAID LAST DESCRIBED CURVE A DISTANCE OF 439.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 62 DEGREES 48 MINUTES 53 SECONDS AND A RADIUS OF 170.00 FEET; (4) THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 186.38 FEET (SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 58 DEGREES 35 MINUTES 33 SECONDS EAST AND A LENGTH OF 177.18 FEET) TO THE END POINT OF SAID CURVE (SAID END POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 87TH STREET); THE NEXT TWO (2) COURSES ARE ALONG SAID SOUTH RIGHT-OF-WAY LINE; (1) THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST TANGENT TO SAID LAST DESCRIBED CURVE A DISTANCE OF 700.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 60 DEGREES 50 MINUTES 00 SECONDS AND A RADIUS OF 230.00 FEET; (2) THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 244.20 FEET (SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 59 DEGREES 35 MINUTES 00 SECONDS EAST AND A LENGTH OF 232.89 FEET) TO THE END POINT OF SAID CURVE; SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 69 (FORMERLY S.R. 37); THE NEXT TWO (2) COURSES ARE ALONG SAID WEST RIGHT-OF-WAY LINE; (1) THENCE SOUTH 29 DEGREES 10 MINUTES 00 SECONDS WEST ON A NON-TANGENT

LINE TO SAID LAST DESCRIBED CURVE A DISTANCE OF 750.94 FEET; (2) THENCE SOUTH 61 DEGREES 20 MINUTES 56 SECONDS WEST A DISTANCE OF 141.15 FEET TO THE AFORESAID NORTH RIGHT-OF-WAY LINE OF 86TH STREET; THENCE SOUTH 89 DEGREES 41 MINUTES 00 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 252.19 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM PORTION OF THE LAND CONVEYED TO THE STATE OF INDIANA, FROM CASTLE POINT TRADE CENTER, LLC, BY THE WARRANTY DEED, RECORDED MARCH 19, 2021 AS DOCUMENT NO. A202100036591. A PART OF LOT 19 IN CASTLETON INDUSTRIAL PARK, SECTION ONE, THE PLAT OF WHICH IS RECORDED AS INSTRUMENT NUMBER 83-09717, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTOR'S LAND LYING WITHIN THE RIGHT OF WAY LINES DEPICTED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT, MARKED EXHIBIT "B", DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 29 DEGREES 37 MINUTES 34 SECONDS WEST 87.30 FEET ALONG THE EASTERN LINE OF SAID LOT TO THE POINT OF BEGINNING OF THIS DESCRIPTION, DESIGNATED AS POINT "3172" ON SAID RIGHT OF WAY PARCEL PLAT; THENCE CONTINUING SOUTH 29 DEGREES 37 MINUTES 34 SECONDS WEST 153.07 FEET ALONG SAID EASTERN LINE TO THE SOUTHEASTERN LINE OF SAID LOT; THENCE SOUTH 61 DEGREES 48 MINUTES 46 SECONDS WEST 34.26 FEET ALONG SAID SOUTHEASTERN LINE TO POINT "3166" DESIGNATED ON SAID RIGHT OF WAY PARCEL PLAT; THENCE NORTH 29 DEGREES 37 MINUTES 34 SECONDS EAST 182.07 FEET TO POINT "3168" DESIGNATED ON SAID RIGHT OF WAY PARCEL PLAT; THENCE SOUTH 60 DEGREES 22 MINUTES 26 SECONDS EAST 18.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.070 ACRES, MORE OR LESS.

EXHIBIT B TO DEED

Permitted Exceptions

1. Real Estate Taxes are paid through November 10, 2022, and Real Estate Taxes for the year(s) 2022, (payable 2023) are a lien but not yet due and payable.
2. Terms and provisions of a Public Road Easement, Drainage Easement, and Drainage and Utility Easement as reserved within a Corporate Warranty Deed recorded April 24, 1970 as Instrument No. 70-16649.
3. Terms and provisions of an Electric Line Easement in favor of Indianapolis Power & Light Company recorded August 31, 1984 as Instrument No. 84-68662.
4. Terms and provisions of the Declaration of Covenants, Conditions and Restriction of the Castleton Industrial Park, Section One, including Drainage Easements, Utility Easements, and Building Setback Lines recorded as Instrument No. 83-9717. A violation of the Covenants, Conditions and Restrictions will not result in forfeiture or reversion of title. We delete any Covenant, Condition, or Restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC3604(c).

Certain Easements as contained within said Plat of Castleton Industrial Park, Section One, and benefiting the Indiana Bell Telephone Company have been released by a Partial Release of Easement recorded June 7, 1985 as Instrument No. 85-46058.

Certain aspects of the Declaration "Blanket in Nature" and certain aspects.

5. Commitments concerning the use or development of real estate made in connection with a rezoning of property or plan approval recorded January 10, 1992 as Instrument No. 92-3712.

Said Commitments "Blanket in Nature.

6. This item has been intentionally deleted.
7. This item has been intentionally deleted.
8. This item has been intentionally deleted.

9. This item has been intentionally deleted.
10. This item has been intentionally deleted.
11. This item has been intentionally deleted.
12. Commitments concerning the use or development of real estate made in connection with a rezoning of property or plan approval recorded April 11, 1990 as Instrument No. 90-33847, January 10, 1992 as Instrument 92-3712, and March 22, 1999 as Instrument No. 99-57943.

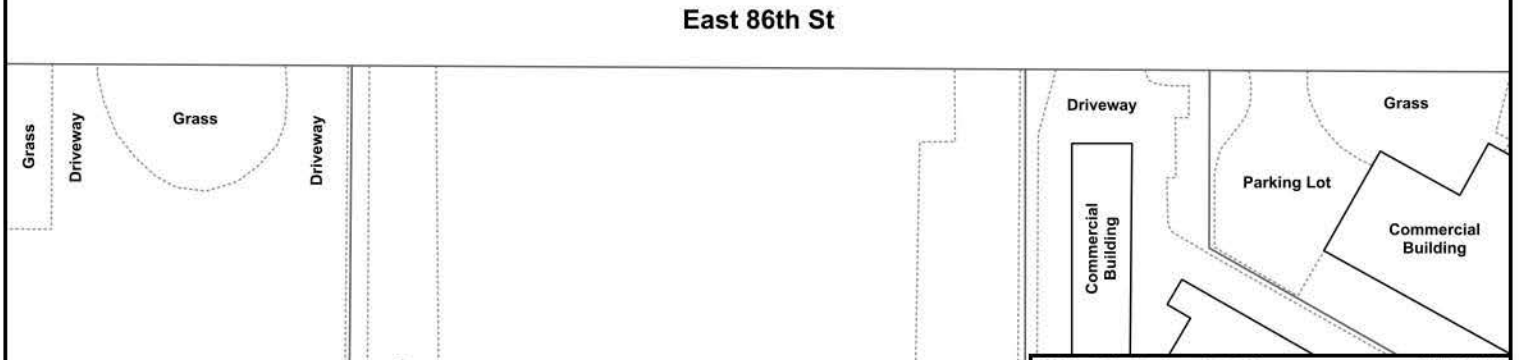
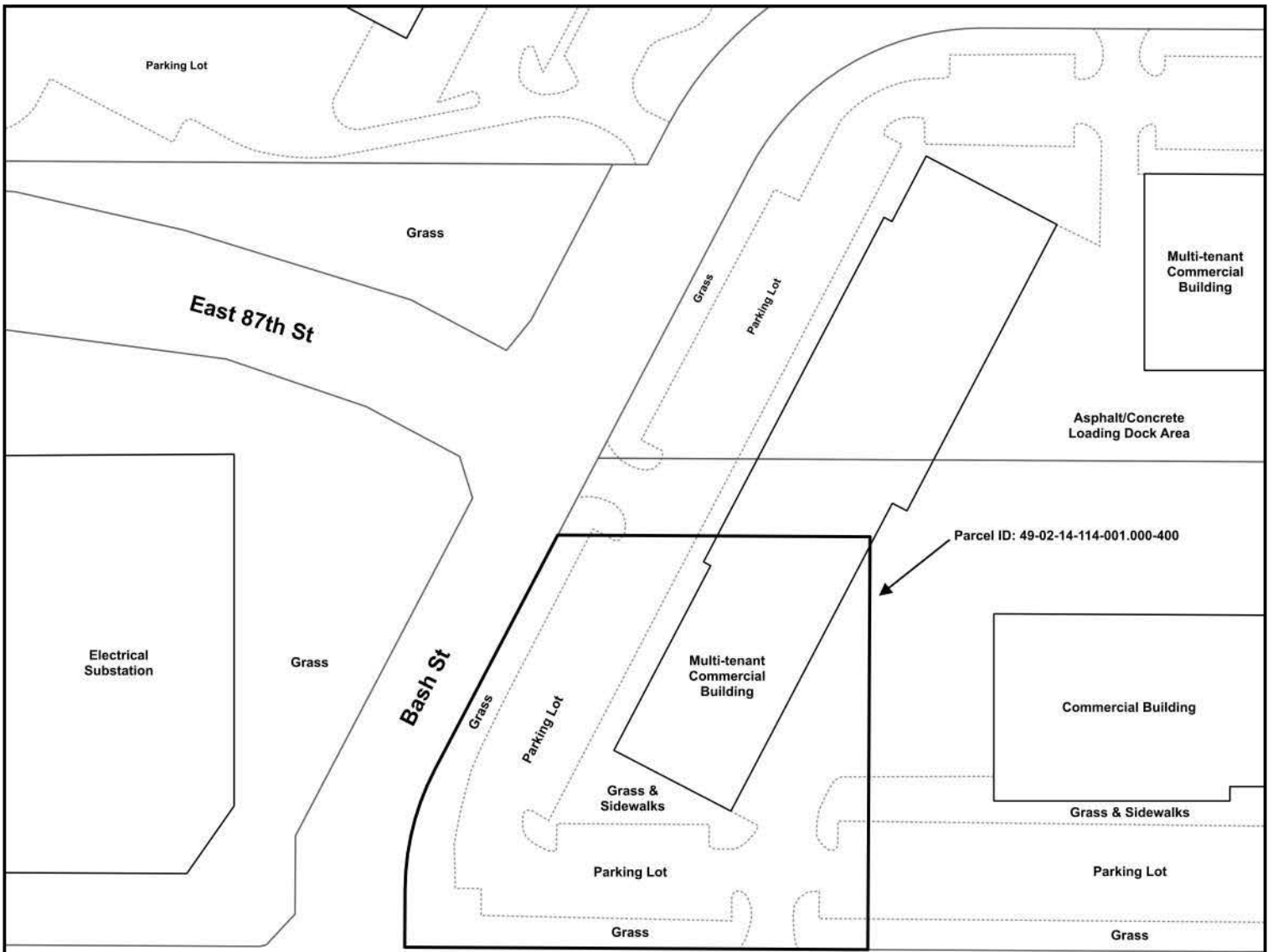
Said Commitments "Blanket in Nature".
13. Terms, Provisions and Conditions contained in Temporary Highway Easement Grant, made by and between Castle Point Trade Center LLC and State of Indiana, dated June 15, 2020 and recorded March 19, 2021 as Document No. A202100036592.

(Affects Lot 19 in Tract I)
14. Relinquishment of all rights or easements of access, crossing, light, air and view over adjoining land dedicated for road purposes as F.A.I. Route 69.

(Affects Tract I)
15. The acreage stated in the legal description of the land is for description purposes only. The quantity of the land is not warranted.
16. Parties in possession, as tenants only, without rights of first refusal, as shown on Rent Roll.
17. Intentionally deleted.
18. Intentionally deleted.
19. Intentionally deleted.
20. Terms, Provisions and Conditions contained in Perpetual and Exclusive Sanitary Sewer Easement Agreement from Castle Point Trade Center, LLC, an Indiana limited liability company to CWA Authority, Inc. recorded April 22, 2022 as document A202200047526.

EXHIBIT B

SITE PLAN



Legend

- Affected Area Tax Parcel (Parcel ID: 49-02-14-114-001.000-400)
- Property Tax Parcel
- Structure Outline
- Feature Outline

1302 North Meridian Street, Suite 300
Indianapolis, Indiana 46202 (317) 916-8000

Former Classic Cleaners
8461 Bash Street
Indianapolis, Indiana 46250

Affected Area

PROJECT NO.: JW2594.750	
DATE: 04/03/2024	SCALE: 1:1,250
DRAWN BY: ES	EXHIBIT: B

N

0 45 90 ft

ATTACHMENT B

August Mack Updated Operation Maintenance & Monitoring Plan (OM&M)



317.916.8000 • www.augustmack.com
1302 North Meridian Street, Suite 300 • Indianapolis, Indiana 46202

June 5, 2024

Mr. Michael McFarland
c/o Mr. Nick Gahl
Cardinal Industrial San Diego
2131 Palomar Airport Road, Suite 360
Carlsbad, CA 92011

**RE: Sub-Slab Depressurization System
Operation Maintenance and Monitoring Plan
Former Classic Cleaners
8641 Bash Street
Indianapolis, Indiana 46256
State Cleanup Site Number 0000571
August Mack Project No: JW2594.750**

Dear Mr. McFarland:

August Mack Environmental, Inc. (August Mack) is pleased to submit the attached Sub-Slab Depressurization System (SSDS) Operation Maintenance and Monitoring Plan (OMM Plan) for the SSDS installed at the Former Classic Cleaners Building located at 8641 Bash Street in Indianapolis, Indiana. This plan has been prepared in accordance with August Mack proposal dated January 20, 2023, and follows the general requirements of the Indiana Department of Environmental Management's (IDEM's) Technical Guidance Document entitled *Vapor Mitigation Systems* revised in October 2021, and the Draft Interim Guidance Document entitled *Vapor Remedy Selection and Implementation* revised in July 2019.

Please contact us if you have any questions concerning the contents of this plan.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeremiah Miller'.

Jeremiah Miller
Project Manager

A handwritten signature in black ink, appearing to read 'Zach Ramey'.

Zach Ramey, LPG
Practice Leader

A handwritten signature in black ink, appearing to read 'Christopher S. Abel'.

Christopher S. Abel, CHMM
Senior Environmental Chemist



**Operation, Maintenance and Monitoring
Plan for Sub-Slab Depressurization System
Former Classic Cleaners
8641 Bash Street
Indianapolis, Indiana**

Prepared For:

**Cardinal Industrial San Diego
2131 Palomar Airport Road, Suite 360
Carlsbad, CA 92011**

Prepared By:

**August Mack Environmental, Inc.
1302 North Meridian Street, Suite 300
Indianapolis, Indiana 46202**

INTRODUCTION

August Mack Environmental, Inc. (August Mack), on behalf of Cardinal Industrial San Diego (CISD), has prepared this Operation, Maintenance, and Monitoring Plan (OMM Plan) describing the operation, maintenance, and monitoring procedures for the Sub-Slab Depressurization System (SSDS) installed at Former Classic Cleaners Building. The Former Classic Cleaners Building is located at 8641 Bash Street in Indianapolis, Indiana (Site). This OMM Plan follows the general requirements of both the Indiana Department of Environmental Management's (IDEM's) Technical Guidance Document entitled *Vapor Mitigation Systems* revised October 2021, and IDEM's Draft Interim Guidance Document entitled *Vapor Remedy Selection and Implementation* revised in July 2019.

The OMM Plan includes the following sections:

- Background Information;
- System Design and Installation Details;
- Indoor Air Monitoring Plan;
- System Monitoring Details;
- System Maintenance Details; and,
- System Termination Details

BACKGROUND INFORMATION

The Site is located at 8641 Bash Street, in the northeast portion of Indianapolis in an area of commercial and industrial development. The Site consists of one parcel, encompassing 1.80-acres and is developed with a single-story, approximately 41,140-square-foot, multi-tenant commercial building in the northeast portion of the property extending off-Site to the northeast.

The building was reportedly constructed in 1985. Classic Cleaners operated the dry-cleaning operation at the Site from 1988 to mid-November 2015. Classic Cleaners reportedly began occupying approximately 4,250 square feet of the south side of the Site building (current tenant spaces 8621 and 8629) in 1988. From 1988 through 2006, Classic Cleaners incrementally expanded its operations to include tenant spaces 8621 through 8633, 8621 through 8645, and 8621 through 8649.

Historical investigations beginning in 2016 revealed concentrations of the volatile organic compounds (VOCs) at the Site. Tetrachloroethene (PCE) and trichloroethene (TCE) were identified in the soil but was below the IDEM 2023 Risk-based Closure Guide (R2) Short Term excavation Human Health Published Levels (PLs). PCE and TCE were identified in groundwater above the IDEM 2023 R2 Long Term Residential PLs.

Historical vapor investigations of the exterior soil gas (SGe) and Site building sub-slab soil gas (SGss) samples identified concentrations above the IDEM 2023 R2 Residential Sub-slab Published Levels and Commercial Sub-slab Published Levels. However, while there has been applicable PL exceedances in the SGss for the Site building there have not been PCE or TCE exceedances in indoor air (IA) samples above applicable PLs. The historical IA, outdoor air (OA), and SGss results collected by SESCO are provided in **Attachment A**.

Based on the historical investigations performed at the Site by SESCO Group, the former Classic Cleaners would fall into Scenario 3. As outlined in the IDEM R2, Scenario 3 indicates a significant potential for future VI based on investigative results and requires the responsible party to either implement a remedy or undertake long term confirmation sampling. In order to address this concern, a sub-slab depressurization system (SSDS) was installed at the Site.

August Mack subcontracted Vapor Intrusion Specialists, LLC (VIS) for the pilot testing and SSDS installation at the Site. VIS mobilized to the Site on February 9, 2023 to conduct pilot testing. The pilot test included the installation of two extraction points (EP-01 and EP-02) and 20 test points (TP-01 through TP-20). During the pilot test a vacuum at a measured flow rate was applied to the extraction points while the test points were measured for negative pressure. Based on the data collected during the pilot test, the SSDS was designed to adequately remediate the Site building. The data collected from this pilot test was used to design the on-Site SSDS.

August Mack returned to the Site from March 6 through March 10th, 2023, to install the SSDS. Additional details about the system design and installation are provided in the section below. CISD is committed to proper operation of the active SSDS installed at the building. This OMM Plan outlines the SSDS maintenance and monitoring to be performed by CISD.

SYSTEM DESIGN AND INSTALLATION DETAILS

VIS remobilized to the Site from March 6 through March 10th, 2023 to install the SSDS. The system features approximately 180 linear feet of 4-inch Schedule 40 PVC pipe installed into the building slab at the four extraction points suction pits(EP-01 through

EP-04): three extraction points located adjacent to the center support pillars and one extraction point located adjacent to the western wall. All extraction point vertical pipes manifold together to a main horizontal pipe run routing from north (EP-01) to south (EP-02 & 03, EP-04 on western wall). Exhaust piping then runs vertically to the roof, to a mitigation fan (Obar® GBR 76UB) which discharges vapors above the building. The mitigation fan maintains a measurable vacuum¹ on the SSDS. One digital gauge was installed at each extraction point vertical. Design drawings for the SSDS are provided in **Attachment B**. Details for the Obar® GBR 76UB mitigation fan are provided in **Attachment C**.

INDOOR AIR MONITORING PLAN

IA monitoring will be performed to assess the performance of the SSDS along with the system monitoring detailed later in this plan. The pre-mitigation IA concentration of contaminants of concern (COCs) (PCE and TCE) were detected above IDEM R2 Residential SGss PLs for PCE and above IDEM R2 Commercial SGss PLs for TCE during multiple previous sampling events, while the pre-mitigation IA concentrations of COCs have been below applicable R2 PLs. Based on the historical data collected at the Site and referencing the IDEM 2023 R2 *section 4.2.3.2 SSDS Operation, Maintenance, and Monitoring*, the Site meets the criteria under Schedule 1 for sampling frequency. Schedule 1 requires annual sampling of indoor air during winter worst-case conditions during the first, second, and fifth year, and every fifth year thereafter.

Prior to completing the next sampling event, the SSDS system should be shut down for an approximate 30-day equilibration period. During the sampling events, three (3) IA samples (plus one duplicate IA sample) will be collected and analyzed for VOCs using United States Environmental Protection Agency (U.S. EPA) Method TO-15. IA sampling procedures are provided in **Attachment D**. A pre-sampling walkthrough and building occupant interview to document building characteristics and potential indoor air contaminant sources will be completed before each IA sampling event. A copy of the building survey checklist is provided in **Attachment E**. The sample locations are based on the historical sampling IA locations used by SESCO Group in August 2019, March 2020, February 2022, and October 2022. The locations of the three IA samples (IA-1, IA-2, and IA-3) are depicted on **Figure 1**.

Upon receipt of the IA sampling results, CISD or their designated representative, will review the results and compare them to the applicable IDEM R2 PLs (or the applicable future guidance). If exceedances of the PLs are noted, the IA samples in the areas with exceedances may be repeated or necessary adjustments to the SSDS may be made to bring the system back into compliance, based upon professional judgement of the person(s) reviewing the IA results. Any adjustments to the SSDS will be conveyed to IDEM.

¹ As measured by the digital manometers at the extraction point vertical pipes.

Note that the above listed sample locations may be changed upon written notice and approval by IDEM. This change may be based upon future restructuring of the building layout, which may affect the future sampling locations.

SYSTEM MONITORING DETAILS

Periodic system monitoring will be conducted to ensure the SSDS system will operate as designed. All system monitoring will be conducted by CIRD personnel, or designated representatives, in accordance with this plan. Monitoring will consist of both visual inspection of system equipment and measurement of system parameters combined with the indoor air sampling detailed in the previous section. System monitoring activities may be performed concurrent with or separate from indoor air sampling events.

Visual Inspections and System Measurements

Visual inspections of SSDS components and system operational conditions will be conducted and documented routinely to confirm that the system continues to operate as designed. System parameter measurements will confirm the system is still removing air from beneath the slab. The visual and measurement inspections will include:

- General Information
 - Contact information for the party responsible for issues found during the inspection;
 - Monitoring date and time;
 - Property address;
 - Tenant's name;
 - Owner's name and address;
 - Inspector's name;
 - Inspector's company;
 - Weather conditions; and,
 - Is the HVAC operating.
- Visual Inspection
 - Is the fan intact and operational;
 - Is the fan making any unusual noises or experiencing excessive vibrations;

- Is the riser piping intact;
- Any piping cracks;
- Does the system still appear to be sealed;
- Does the slab penetration on the first floor appear to be sealed; and,
- Inspection of premises and building conditions for changes that may affect operation of the mitigation system (e.g. foundation cracks, remodeling, or additions to the building).
- System Measurements
 - Is the fan running and is air exiting the exhaust piping on the roof;
 - Is there measurable vacuum at the U-tube manometer at the slab penetration;
 - Is there measurable vacuum (>0.01 inches of water vacuum) at the digital manometers mounted on the vertical extraction points.
- Any Comments Regarding System Performance

Measurements of the system can be conducted more frequently based on observed operations (i.e. if operational parameters have changed from the previous monitoring event, if operational parameters are outside the anticipated range, or if inspections indicate potential damage or malfunction of equipment) and seasonal fluctuations (i.e. temperature or pressure changes that may affect system operations). If any concerns are noted (i.e. piping cracks, fan not running, no vacuum at the slab penetration, etc.) they will be brought to the attention of CISD to be addressed. **Attachment F** is a form to be used to record the system monitoring events.

SYSTEM MAINTENANCE DETAILS

Routine maintenance of system components will be conducted. In response to routine system monitoring events, actions will be taken, as needed, to ensure proper system performance. Routine maintenance may include:

- Cleaning of dirt/debris from any system component;
- Cleaning of fan for corrosion, wear, or buildup;
- Lubrication of fan bearings; and,
- Draining of any condensate from fan housing.

Routine maintenance will be performed annually or as needed to keep the SSDS operational. Records of routine maintenance will be recorded in the maintenance log included as **Attachment G**. Any damaged or malfunctioning components will be replaced with the same component model (or an alternative equivalent). If mechanical

problems render the SSDS system inoperable, the system will be repaired as quickly as possible to restore proper function, generally within a week or less.

The following table provides a list of system troubleshooting tips to help diagnose SSDS problems:

System Troubleshooting

SSDS Issue	Potential Cause
Low blower flow, high blower temperature, or high inlet vacuum may indicate a blockage or obstruction	Fan or piping blockage/obstruction
High than normal air flow or low vacuum readings at both U-tube manometers may indicate a break or leak in piping System Piping Leak	System piping leak
Excessive fan noise, vibrations, or high temperature.	Potential fan malfunction
Fan not running	Electrical circuit tripped or fan is damaged
Water in the exhaust piping or fan	Exhaust piping should be capped such that rain and moisture should not fall into the system piping. If excessive moisture is encountered in the SSDS, piping should be modified such that moisture can be drained or collected for draining to prevent damage to the system
Indoor air concentration exceedances	<ul style="list-style-type: none"> - Investigate potential indoor air sources of the contaminant - Inspect SSDS components and machinery to ensure the system is not compromised - Adjust SSDS components, such as increasing blower speed or upsizing the blower, to increase sub-slab vacuum and air flow

SYSTEM TERMINATION

The activities outlined in this OMM Plan may be terminated when they are no longer needed (e.g. if contaminant levels are reduced to levels no longer resulting in vapor

intrusion). Various tasks must be implemented to demonstrate that VI mitigation is no longer needed:

- Prior to sampling for system termination, the SSDS must be shut down for a period of at least 30 days to allow re-development of pre-mitigation subsurface conditions.
- Where possible, collect samples from the same locations initially used to evaluate VI conditions.
- Conduct a round of paired samples during the summer season and compare results to the IDEM *Vapor Remedy Selection and Implementation* guide's Table 1 to determine whether it is appropriate to terminate system operation.
- The results of the sampling will be submitted to IDEM with a petition to terminate the SSDS operation.

FIGURES

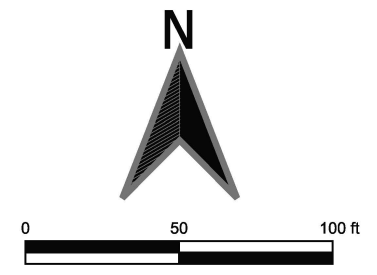
Figure 1: Site Plan



- Former Classic Cleaners Boundary
- ⊗ Indoor Air Sample
- ⊗ Outdoor Air Sample

Former Classic Cleaners
Site Plan
 8461 Bash Street
 Indianapolis, Indiana 46250

Neormap Aerial Imagery:
 March 2, 2023



1302 North Meridian Street, Suite 300 Indianapolis, Indiana 46202		(317) 916-8000
PROJECT NO.: JW2594.750	DATE: 04/21/2023	
	SCALE: 1:750	
FIGURE: 1	CREATED BY: ES	

ATTACHMENT A

**Historical IA, OA, and SGss Data -
SESCO *October 2022 Vapor Intrusion &
Sewer Cleanout Vapor Sampling Report*
dated December 12, 2022**

Table 1
Indoor Air Analytical Results
Former Classic Cleaners
8641 Bash Street
Indianapolis, Indiana 46256
IDEM State Cleanup Site #0000571
SESCO Project #4392

Sample Location	Date	cis-1,2-Dichloroethene (DCE)	Ethylbenzene	N-Hexane	Tetrachloroethene (PCE)	Toluene	Trichloroethene (TCE)	Vinyl Chloride	M,P - Xylene	All Other VOCs	
IDEM R2 Commercial Indoor Air Published Level (CIAPL)		NR	49	3,100	180	22,000	8.8	28	440	Varies	
IDEM R2 Residential Indoor Air Published Level (RIAPL)		NR	11	730	42	5,200	2.1	1.7	100	Varies	
Indoor Air	IA-1	8/23/2019	ND	ND	572	ND	ND	ND	ND	ND	ND
		3/9/2020	ND	ND	245	ND	ND	ND	ND	ND	ND
		2/25/2022	ND	ND	ND	ND	ND	ND	ND	ND	ND
		2/25/2022 (DUP)	ND	ND	ND	ND	ND	ND	ND	ND	ND
		10/20/2022	ND	ND	ND	ND	ND	ND	ND	ND	ND
		10/20/2022 (DUP)	ND	ND	ND	ND	ND	ND	ND	ND	ND
	IA-2	8/23/2019	ND	ND	345	ND	ND	ND	ND	ND	ND
		3/9/2020	ND	ND	ND	ND	ND	ND	ND	ND	ND
		2/25/2022	ND	ND	ND	ND	ND	ND	ND	ND	ND
		10/20/2022	ND	ND	ND	ND	ND	ND	ND	ND	ND
	IA-3	8/23/2019	ND	9.73	1,270	ND	ND	ND	ND	53.8	ND
		3/9/2020	ND	ND	2,160	ND	5,000	ND	ND	ND	ND
		3/9/2020 (DUP)	ND	ND	2,170	ND	4,940	ND	ND	ND	ND
		2/25/2022	ND	ND	ND	ND	ND	ND	ND	ND	ND
		10/20/2022	ND	ND	ND	ND	ND	ND	ND	ND	ND
	AA-1 (Ambient Air)	8/23/2019	ND	ND	ND	ND	ND	ND	ND	ND	ND
		3/9/2020	ND	ND	ND	ND	ND	ND	ND	ND	ND
		2/25/2022	ND	ND	ND	ND	ND	ND	ND	ND	ND
		10/20/2022	ND	ND	ND	ND	ND	ND	ND	ND	ND

Notes:

All samples analyzed for VOCs via United States Environmental Protection Agency (USEPA) Test TO-15.

Red - Concentration greater than the IDEM R2 Commercial Indoor Air Published Level (CIAPL), July 8, 2022

Blue - Concentration greater than the IDEM R2 Residential Indoor Air Published Level (RIAPL), July 8, 2022

Bold - COC concentration above the Laboratory Detection Limit, but below the IDEM R2 RIAPLs

µg/m³ - Micrograms per cubic meter

NR - Not Regulated.

DUP - Duplicate Sample

cVOCs - chlorinated volatile organic compounds.

ND - Not detected above laboratory reporting limits.

Table 2
Sub-Slab Vapor Analytical Results

Former Classic Cleaners
8641 Bash Street
Indianapolis, Indiana 46256
IDEM Cleanup Site #0000571
SESCO Project #4392

Sample Location	Date	cis-1,2-Dichloroethene (DCE)	Ethylbenzene	N-Hexane	Tetrachloroethene (PCE)	Toluene	Trichloroethene (TCE)	Vinyl Chloride	M,P - Xylene	All Other VOCs	
IDEM R2 Commercial Subslab Published Level (CSSPL)		NR	2,000	100,000	6,000	700,000	300	900	10,000	Varies	
IDEM R2 Residential Subslab Published Level (RSSPL)		NR	400	20,000	1,000	200,000	70	60	3,000	Varies	
Sub Slab	SS-1	8/23/2019	ND	ND	ND	1,350	ND	240	ND	ND	ND
		8/23/2019 (DUP)	ND	ND	ND	1,330	ND	258	ND	ND	ND
		3/9/2020	ND	ND	ND	273	ND	ND	ND	ND	ND
		2/25/2022	ND	ND	ND	ND	ND	ND	ND	ND	ND
		2/25/2022 (DUP)	ND	ND	ND	ND	ND	ND	ND	ND	ND
		10/20/2022	ND	ND	ND	ND	ND	ND	ND	ND	ND
		10/20/2022 (DUP)	ND	ND	ND	ND	ND	ND	ND	ND	ND
	SS-2	8/23/2019	374	ND	ND	4,530	ND	751	ND	ND	ND
		3/9/2020	ND	ND	ND	3,710	ND	464	ND	ND	ND
		2/25/2022	ND	ND	ND	ND	ND	ND	ND	ND	ND
		10/20/2022	ND	ND	ND	246	ND	48.9	ND	ND	ND
	SS-3	8/23/2019	ND	ND	ND	ND	ND	ND	ND	ND	ND
		3/9/2020	ND	ND	ND	340	ND	ND	ND	ND	ND
		3/9/2020 (DUP)	ND	ND	ND	ND	ND	ND	ND	ND	ND
2/25/2022		ND	ND	ND	ND	ND	ND	ND	ND	ND	
10/20/2022		ND	ND	ND	ND	ND	ND	ND	ND	ND	

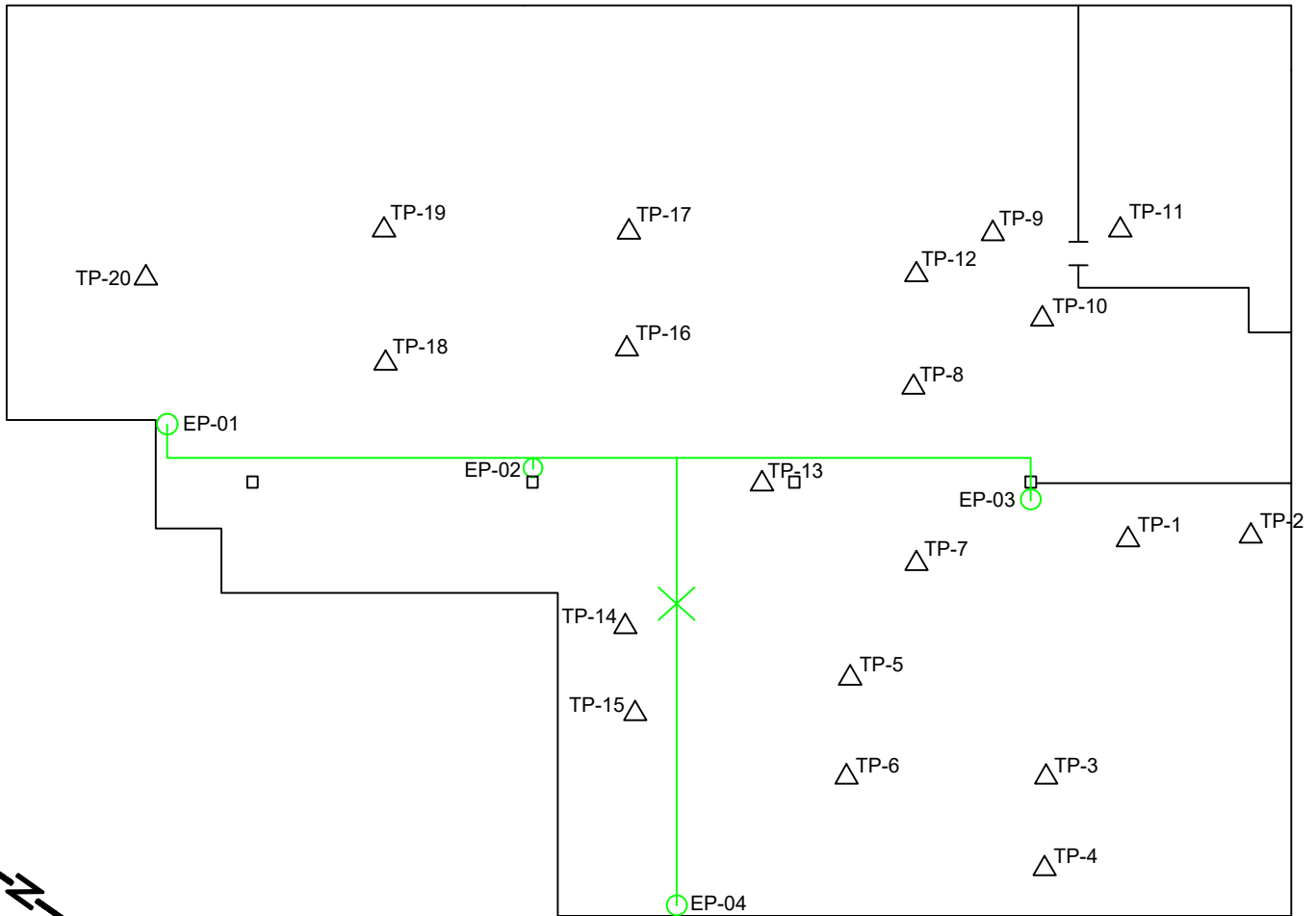
Notes:

All samples analyzed for VOCs via United States Environmental Protection Agency (USEPA) Test TO-15
Red - Concentration greater than the IDEM R2 Commercial Subslab Published Level (CSSPL), July 8, 2022
Blue - Concentration greater than the IDEM R2 Residential Subslab Published Level (RSSPL), July 8, 2022
Bold - COC concentration above the Laboratory Detection Limit, but below the IDEM R2 RSSPLs
 µg/m³ - Micrograms per cubic meter
 DUP - Duplicate Sample
 ND - Not detected above laboratory reporting limits.

NR - Not Regulated.
 cVOCs - chlorinated volatile organic compounds.

ATTACHMENT B

System Drawings



LEGEND

- △ TEST POINT
- EXTRACTION POINT
- SUPPORT PILLAR
- 4" SYSTEM PIPING
- × FAN / ROOF PENETRATION

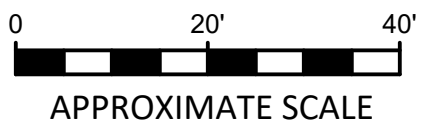


FIGURE 1
SYSTEM LAYOUT
LOCATION MAP

DRAWN BY: GP
 DATE: 02/16/2023
 REVISED: 3/13/2023
 V123
 DWG #Site Map

COMMERCIAL PROPERTY -
 FORMER DRY CLEANER
 8641 BASH STREET
 INDIANAPOLIS, INDIANA



ATTACHMENT C

Fan Details



OBAR GBR 76UD

Home / VOC FANS / Obar GBR 76UD



\$1,639.00

GBR INSTALLATION AND WARRANTY

GBR MASTER CUT SHEET

GBR76UD 120v Graph

GBR76UD 240v Graph

AS OF 10/9/20 WE HAVE UPDATED OUR BLOWERS TO INCLUDE OFF-BOARD POTENTIOMETERS (INCLUDED W/ PURCHASE) AND UPGRADED THE ELECTRONICS PACKAGE. MORE INFO TO FOLLOW SOON.

- 1 +

Add to cart

Category: VOC FANS SKU: GBR76UD

[Description](#)[Additional information](#)[Reviews \(0\)](#)

Description

- * GBR76 UD 40" WC @ 0 Max flow 195 CFM.
- * Variable speed control to customize performance.
- * Condensate bypass built in.
- * 12 month warranty 40,000 hr sealed bearings.

DESIGN

- * Our modular design means the blower and manifold assembly can be removed and replaced as a unit. This makes repairs cost effective and easy and allows contractors to upgrade systems simply by swapping assemblies.
- * The GBR series is based on a bypass blower designed to handle combustible materials.
- * The housing is not required to be air tight so you can add gauges and alarms without compromising the system.
- * Built in condensate bypass.
- * Variable speed controller included.
- * Quick disconnect electrical harness.
- * All UL listed components including UL listed enclosure for outside use.
- * Wall fastening lugs included.
- * GBR series roof and wall mounts available to quickly configure the blowers for your installation while providing a custom built look.
- * Compact design 16"x 14"x 8" weighing only 18 lbs.



CONTACT US

Related products



GBR M Gauge
\$45.00

Add to cart



GBR25-R Differential Pressure Gauge and Alarm
\$125.00

Add to cart



GBR Roof Mount
\$185.00

Add to cart



Pipe Piers Foam Mounts
\$40.00

Add to cart



Obar GBR 45 XL Radon Fan
\$118.00

Add to cart



Fantech Rn1 Radon Fan
\$110.00

Add to cart

Search

Search input field with placeholder text "Type and hit enter ..." and a search icon.

Categories

- Radon (1)
- Vapor Intrusion (1)

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[OUR SERVICES](#)

[OBAR INSTRUMENTS](#)



 \$0.00 ⁰



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Contact Us

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Business hours:
Monday - Friday
8am - 4pm

Services

Vapor
Intrusion Mitigation
Radon Mitigation
Water Mitigation
Diagnostics and
System Design

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ATTACHMENT D

**Indoor Air Sampling
Procedures**

INDOOR AIR SAMPLING PROCEDURES

To collect the Indoor Air samples, utilize a 6-liter laboratory-supplied canisters equipped with regulators. The canisters should be placed at human breathing height (3 to 5-feet above the floor).

After placement, open each canister valve, and collect the samples over either an 8-hour or 24-hour timeframe, depending on the use (residential or commercial) of the sampling area. Start time of each sample, initial vacuum, and canister and regulator serial numbers should be logged on a field log sheets.

After the sampling period, record the final vacuum of each canister and the sample collection times on the field log sheet. See the attached field log sheet. Close the canister valves and properly label the canisters with pertinent sampling information. Ship the samples the laboratory (i.e. EnvisionAir in Indianapolis, Indiana) for analysis with proper chain-of-custody documentation. Samples will be analyzed for VOCs using US EPA Method TO-15.



VAPOR INTRUSION SAMPLING DATA SHEET (TO-15)

Project Name:

Project Number:

Sampling Address (es):

Weather: Temp:

Field Team:

Company:

Laboratory:

Canister Clean Certification: Batch 100%

Sample I.D.	Pre-Sampling Information						Post-Sampling Information		
	Sample Location	Canister Size	Canister #	Flow Regulator Serial #	Sample Start Date/Time	Initial Vacuum ("Hg)	Sample Stop Date/Time	Final Vacuum ("Hg)	NOTES
	Were "Instructions for Occupants" provided to tenant? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA						Windows open during sampling period? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA		
	NOTES: <input type="text"/>						Active construction in sampling period? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA		
							Precipitation during sampling period? <input type="checkbox"/> Yes <input type="checkbox"/> No		
							Were "Instructions for Occupant" followed? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA		

Notes & Abbreviations

Canister Sizes: 400 mL / 1.0L Canister / 6.0L Canister
 The VI Sampling Data form should be completed at the beginning and end of the sampling time frame.
 Any periodic checks of canister vacuums should be noted in personnel's field books.
 "Hg = vacuum in inches of mercury; NA = Not applicable
 Any deviations from expected conditions should be noted in the "Additional Questions: Notes" section.

ATTACHMENT E

**Pre-Sampling
Building Survey**



Vapor Intrusion Building Survey (Day-of-Event Information)

Project Name:

Former Classic Cleaners

Project Number:

Survey Date:

Sampling Address: 8641 Bash Street, Indianapolis, IN

Person Completing Survey:

Company/Association

Sampling Site Status Update: (or within 6mths - provide detail on timing in notes)

<input type="checkbox"/> Occupants have changed Renovations Fresh paint or stain Structure Fire <input type="checkbox"/> Significant Cracks/ Penetrations in basement floor/walls	<input type="checkbox"/> New Textiles/Furniture <input type="checkbox"/> Pesticide/Insecticide Application <input type="checkbox"/> None	Garage: Not applicable Cars Parked inside Gas powered equip. stored inside Fuel can(s) present Cleaners, chemicals, solvents present
---	--	---

Secondary Heat Sources in use: Wood Stove Coal Stove Electric Space Heater None Observed Fuel Space Heater Other: <input type="text"/> Fireplace	Air Purifiers in use: None Filtered Ion Electrostatic <input type="checkbox"/> Charcoal <input type="checkbox"/> Other: <input type="text"/> Mechanical Fans	Ambient Air & Wind Direction: <input type="text"/> : (ex. NNW, S, SW) Outdoor Air Sample Collected? <input type="checkbox"/> Yes <input type="checkbox"/> No OA Sample placed upwind?
--	---	---

Occupant-Specific Information:

Sensitive Populations:	Demographics	Smoking:	Daily Freq.:	Location	Solvents Used? (details in Notes)	Clothes Dry Cleaned?
Daycare/School None	Number of Occupants: <input type="text"/>	Cigarettes	<1/2 Pack	Inside	Work	Weekly
Hospital	Adult: <input type="text"/>	Cigars	<input type="checkbox"/> 1 Pack	Outside	Home	<input type="checkbox"/> Monthly
<input type="checkbox"/> Nursing Home	Child: <input type="text"/>	Pipe	2 Packs		<input type="checkbox"/> None	<input type="checkbox"/> <6 times per year
	Senior: <input type="text"/>	None	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A		<input type="checkbox"/> None

During Sampling Event:

Construction Activities within 250 ft? Yes (describe in "Notes") <input type="checkbox"/> No	Occupants smoking near samples?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Precipitation (during event) :	
	Windows closed during sampling event?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Heavy Rain Snow / Ice
	"Instructions for Occupant" provided?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Light Rain None

Notes and General Observations:

Notes and General Observations:

Office Use Only:

<input type="checkbox"/> Precipitation : Per "Weather Underground" online precipitation database:		inches of precipitation was recorded at:	
---	--	--	--



Vapor Intrusion Building Survey: Chemical Inventory

Project Name:

Former Classic Cleaners

Project Number:

Survey Date:

Sampling Address: 8641 Bash Street, Indianapolis, IN

Person Completing Survey:

Company / Association

Potential Indoor Air Background Sources of

Identify all potential indoor sources found in the building (including attached garages) the location of the source (floor & room), and whether the item was removed from the building 24-48 hours prior to the indoor air sampling event.

• In the "Removed" column, enter "Yes", "No" or "NA" if the source material was removed 24-48 hrs prior to the sampling event.

TYPICAL LOCATIONS	POTENTIAL BACKGROUND CONTAMINATION SOURCE	LOCATION OF SOURCE (FLOOR / ROOM)	REMOVED (Yes/No/NA)
Garage	Paints, Paint Thinners, Paint Strippers		
	Gas Powered Equipment		
	Fuel Cans		
	Insecticides, Pesticides, Herbicides		
Kitchen / Living Area	Cleaning Supplies		
	Air Fresheners		
	Oven Cleaners		
	Carpet / Upholstry Cleaner		
	Polishes / Waxes		
	Other Household Cleaning Products:		
	Appliance Cleaners		
	Furniture / Floor Polishes		
	Hobby Supplies (Solvents, Paints, Lacquers, Glues, Photographic Darkroom Chemicals)		
	Scented Trees, wreaths, potpourri, etc.		
	New Furniture / Upholstery		
Bathrooms	Air Fresheners		
	Perfume / Colognes		
	Hairspray		
	Nail Polish / Polish Remover		
	Bathroom Cleaners		
Closets	Moth Balls		
Bottom Floor	Fuel Tank (Inside Building)		
	Wood Stove or Fireplace		
Inside Structure	Other Potential Sources:		

Notes:	
---------------	--

ATTACHMENT F

**System Monitoring
Forms**

ATTACHMENT G

**System Maintenance
Form**

System Maintenance Form
SSDS System
Former Classic Cleaners

Maintenance Date _____

Maintenance Performed By: _____

Routine Maintenance Items:

Clean dirt/debris from system components	Complete?	Yes	No
Cleaning of fan for corrosion, wear or buildup	Complete?	Yes	No
Lubrication of fan bearings	Complete?	Yes	No
Drainage of condensate from fan housing	Complete?	Yes	No

Detail other maintenance items completed _____

Follow-up or other action needed? Yes No By Who? _____

Describe: _____

_____ Date Completed: _____