



Final Corrective Measures Proposal

2915 Dr. Martin Luther King Jr. Boulevard Facility
Anderson, Indiana
IDEM Administrative Agreed
Order Cause No. H-13855

Revitalizing Auto Communities
Environmental Response Trust

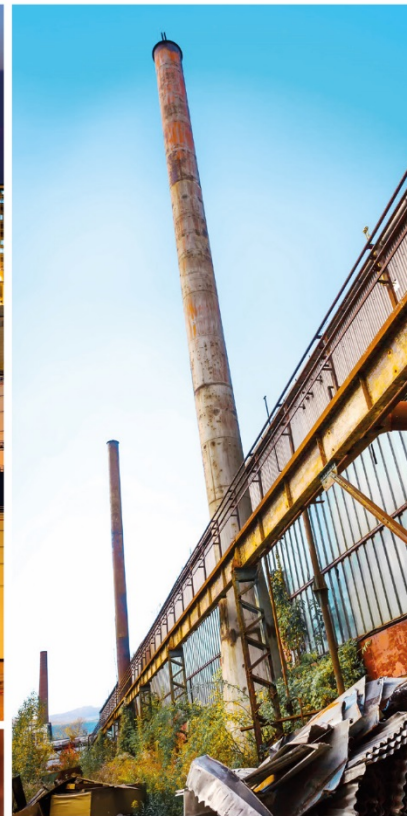
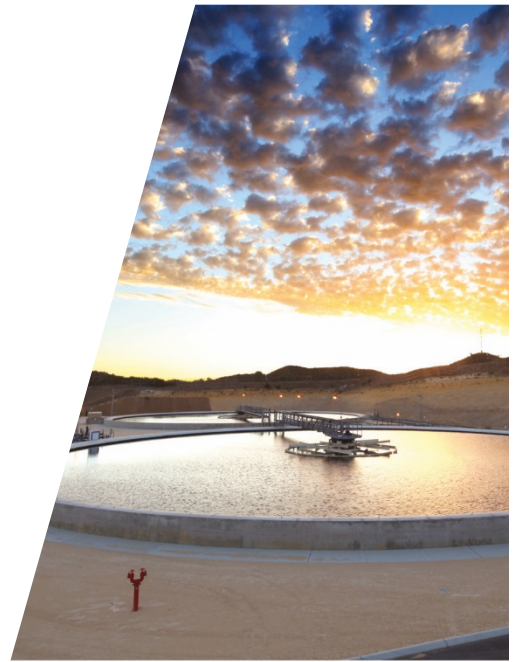




Table of Contents

1.	Introduction.....	1
1.1	Corrective Measures Proposal Objectives.....	1
1.2	Report Organization.....	2
2.	Background	2
2.1	Site Description	2
2.2	Site History.....	3
2.3	Previous Investigations	3
2.3.1	RCRA Facility Investigation	3
2.3.2	West Container Storage Building	5
2.3.3	Electroform Area.....	5
2.3.4	Additional Source Area Investigations.....	6
2.3.5	Vapor Intrusion Studies	6
2.3.6	Revised RCRA Facility Investigation	7
2.3.7	Post RFI Investigations.....	7
2.3.8	Routine Groundwater Monitoring.....	7
2.3.9	Refined Human Health Risk Assessment	7
2.4	Completed Interim Measures.....	8
2.4.1	AOC 1 – South Court Area	8
2.4.2	Potable Well Abandonment – Meadowbrook Golf Course	8
2.4.3	On-Site Production Well Abandonment.....	8
2.4.4	Plume Stability Monitoring	8
2.4.5	Land and Resource Use Restrictions	8
3.	Site Setting	9
3.1	Current Land Use.....	9
3.2	Physiography	10
3.3	Regional Geology	10
3.4	Site Hydrology.....	10
3.5	Site Geology/Hydrogeology	11
3.6	Groundwater Use.....	13
3.6.1	Identification of Nearby Private Drinking Water Wells.....	13
4.	Cleanup Objectives	14
5.	Soil and Groundwater Quality	15
5.1	Soil Quality	15
5.2	Groundwater Quality	15
5.2.1	VOC Groundwater Plume Areas	16
5.2.2	Natural Attenuation of VOC Groundwater Plumes	18
5.2.3	Groundwater Plume Stability Analysis.....	18
5.2.4	Assessment of Potential Risk to Off-Site Potable Water Wells.....	19
5.3	Summary.....	20



6.	Corrective Action Status	20
6.1	Lot 1 – WWTP Area VOC Groundwater Plume	21
6.2	Plant 6	21
6.3	Plant 9	21
6.4	Tract B (South) – South Court Area.....	22
6.5	Off-Site Groundwater	22
6.6	Off-Site Surface Water.....	23
7.	Corrective Measures Alternatives	23
7.1	Assumptions and Considerations	23
7.2	Lot 1 – WWTP Area VOC Groundwater Plume	23
7.2.1	Alternative 1 - Monitored Natural Attenuation	24
7.2.2	Alternative 2 - Permeable Reactive Barrier	25
7.2.3	Alternative 3 – Physical Containment with Groundwater Pump and Treat	26
7.2.4	Alternative 4 – In-Situ Chemical Oxidation.....	26
7.2.5	Alternative 5 – In-Situ Enhanced Biodegradation.....	27
7.2.6	Alternative 6 – In-Situ Chemical Reduction.....	28
7.2.7	Alternative 7 – Air Sparge/Soil Vapor Extraction.....	28
7.2.8	Summary	29
7.3	Tract B (South) – South Court Area.....	30
7.3.1	Groundwater Alternative 1 - Monitored Natural Attenuation	30
7.3.2	Groundwater Alternative 2 - Permeable Reactive Barrier	31
7.3.3	Groundwater Alternative 3 – Physical Containment with Groundwater Pump and Treat.....	31
7.3.4	Soil and Groundwater Alternative 4 – In-Situ Chemical Oxidation.....	32
7.3.5	Soil and Groundwater Alternative 5 – In-Situ Enhanced Biodegradation	32
7.3.6	Soil and Groundwater Alternative 6 – In-Situ Chemical Reduction.....	33
7.3.7	Soil and Groundwater Alternative 7 – Air Sparge/Soil Vapor Extraction.....	34
7.3.8	Soil Alternative 8 – Landfarming.....	34
7.3.9	Soil Alternative 9 – Soil Excavation and off-Site Disposal	35
7.3.10	Soil Alternative 10 – Soil Cover.....	36
7.3.11	Summary	36
8.	Final Corrective Measures	37
8.1	Lot 1 – WWTP Area VOC Groundwater Plume	37
8.2	Tract B (South) – South Court Area.....	37
8.3	Remedy Decision Factors.....	38
8.3.1	Overall Protection	38
8.3.2	Attainment of Media Cleanup Standards.....	38
8.3.3	Controlling the Source of Releases	39
8.3.4	Compliance with Applicable Standards for Waste Management	39
8.3.5	Long-Term Reliability and Effectiveness	39
8.3.6	Reduction of Toxicity, Mobility, or Volumes of Wastes.....	39
8.3.7	Short-Term Effectiveness	39
8.3.8	Costs.....	39
8.3.9	Sustainability.....	39



9.	Cost Estimates and Schedule	39
9.1	Cost Estimates	39
9.2	Schedule	40
10.	References	40

Figure Index

Figure 1	Site Location Map
Figure 2	Site Plan
Figure 3	Area Zoning Map
Figure 4	Areas of Interest
Figure 5	Site Tracts and Parcels
Figure 6	Generalized Hydrogeologic Cross Section Showing Well Completion Zones
Figure 7	Potentiometric Groundwater Elevations - Unit 3S, October 2019
Figure 8	Potentiometric Groundwater Elevations - Unit 3D, October 2019
Figure 9	Potentiometric Groundwater Elevations - Unit Bedrock, October 2019
Figure 10	On-Site Soil VOC Exceedances
Figure 11	On-Site Soil SVOC Exceedances
Figure 12	On-Site Soil Inorganic Exceedances
Figure 13	On-Site VOC Groundwater Results VOCs (2015 - 2019)
Figure 14	On-Site Groundwater Inorganic Exceedances
Figure 15	Off-Site VOC Groundwater / Surface Water Results (2015 - 2019)
Figure 16	Off-Site Groundwater Metals Exceedances
Figure 17	Concentration of TCE in Groundwater - Unit 3S
Figure 18	Concentration of Cis-1,2-DCE in Groundwater - Unit 3S
Figure 19	Concentration of Vinyl Chloride in Groundwater - Unit 3S
Figure 20	Tract B (South) Soil Impacts

Table Index

Table 1	2018 Preliminary U.S. EPA Score Sheet
---------	---------------------------------------

Appendix Index

Appendix A	Recorded Environmental Restrictive Covenants
Appendix B	City of Anderson Ordinance
Appendix C	Plume Stability Analysis
Appendix D	Evaluation of Pond Surface Water Analytical Data – Meadowbrook Golf Course



List of Acronyms/Short Forms

AOC	areas of concern
AOIs	areas of interest
AS	air sparge
bgs	below ground surface
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CI	Commercial/Industrial Worker
1,1-DCE	1,1-dichloroethene
cis-1,2-DCE	cis-1,2-dichloroethene
trans-1,2-DCE	trans-1,2- dichloroethene
CITW	Commercial/Industrial Tap Water Use
CIV	Vapor Exposure Commercial/Industrial
CMP	Corrective Measures Proposal
COCs	constituents of concern
CVOCs	chlorinated volatile organic compounds
E	Excavation (Construction/Utility Worker)
ERC	Environmental Restrictive Covenant
EVO	Emulsified vegetable oil
EZVI	Emulsified ZVI
FEMA	Federal Emergency Management Agency
GAC	granular activated carbon
GC	gas chromatographic
GMC	General Motors Corporation
HRC	hydrogen release compound
IDEM	Indiana Department of Environmental Management
IDNR	Indiana Department of Natural Resources
ISCO	In-situ chemical oxidation
ISCR	In-situ chemical reduction
ISEB	In-situ enhanced biodegradation
KMnO ₄	potassium permanganate
MCLs	maximum contaminant levels
MLC	Motors Liquidation Corporation
MLK	Dr. Martin Luther King Junior
MNA	Monitored natural attenuation
MTG	Migration to Groundwater
NAVD	North American Vertical Datum
ORC	oxygen release compound
POTW	Publicly Owned Treatment Works
PRB	Permeable reactive barrier



PTE	potential to emit
RACER	Revitalizing Auto Communities Environmental Response
RCR	Recreator (Resident Swimming Pool) scenario
RCRA	Resource Conservation and Recovery Act
RFI	RCRA Facility Investigation
RHHRA	Human Health Risk Assessment and Derivation of Site-Specific Risk-based Screening Levels Report
RT	Residential Tap Water
RV	Vapor Exposure Residential
SSCLs	Site-specific (and risk-based) screening levels
SVE	soil vapor extraction
SWMUs	solid waste management units
TCE	trichloroethene
U.S.	United States
U.S. EPA	U.S. Environmental Protection Agency
USDOT	United States Department of Transportation
VOC	volatile organic compound
WWTP	wastewater treatment plant
ZVI	zero valent iron



1. Introduction

GHD Services Inc. (GHD), was retained by the Revitalizing Auto Communities Environmental Response (RACER) Trust to prepare this Resource Conservation and Recovery Act (RCRA) Corrective Measures Proposal (CMP) for the former General Motors Corporation (GMC) facility located at 2915 Dr. Martin Luther King Junior (MLK) Boulevard in Anderson, Indiana (Site or Facility).

GMC began operations at the MLK Boulevard facility in 1929. All manufacturing operations on the Site ceased by the end of 2006. All facilities west of MLK Boulevard were demolished during the period of late 2007 to early 2009. Following demolition, the area was regraded and covered with varying thicknesses of crushed concrete. A soil and vegetative cover were applied during the summer of 2009.

As a result of GMC's 2009 bankruptcy, certain operating assets of GMC were sold on July 10, 2009 to a newly formed company known as General Motors LLC. The remaining unsold assets, including the Site, were retained by GMC, which was renamed Motors Liquidation Company (MLC), in its capacity as debtor-in-possession in the bankruptcy case. In October 2010, the United States (U.S.) Government announced that MLC had agreed to resolve its liabilities at 89 sites relating to liabilities under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), RCRA, and the Clean Air Act through an environmental response trust fund. On March 31, 2011, the RACER Trust became effective and now owns, and is responsible for cleanup at the 89 sites formerly owned by MLC, including the Site.

In consultation with Indiana Department of Environment Management (IDEM), GMC and/or RACER Trust conducted a RCRA Facility Investigation (RFI) in stages between 1997 and 2014 to satisfy the requirements contained in Section F.1 and F.2 of the Administrative Agreed Order Cause H-13855 between the Commissioner of IDEM and GMC (Order). A Final RFI Report (Conestoga-Rovers & Associates, June 2014) was submitted to IDEM documenting the RFI activities completed to identify and define the nature and extent of all releases of hazardous waste and/or hazardous constituents at or from the Facility. The Final RFI Report was approved by IDEM on July 22, 2014.

In 2005, GMC submitted draft and final Environmental Indicators Reports to IDEM documenting current human exposures are under control (CA 725) and migration of contaminated groundwater was under control (CA 750) to satisfy the requirements contained in Section F.3 of the Order. Routine groundwater monitoring activities have been conducted since 2005 in accordance with IDEM approved monitoring programs, the results of which are documented in Annual Monitoring Reports due to IDEM by January 31st for the preceding year.

This CMP report is submitted to IDEM in fulfillment of the corrective action requirements contained in Section F.4 of the Order.

1.1 Corrective Measures Proposal Objectives

The purpose of this CMP is to identify final Corrective Measures capable of protecting human health and the environment from all current and future unacceptable risks due to releases of hazardous waste or hazardous constituents at or from the Facility.



1.2 Report Organization

This CMP is organized in the following Sections.

- Section 1 provides an introduction and the objectives of the corrective measures proposal
- Section 2 describes background regarding operational history, a summary of activities and investigations conducted at the Site
- Section 3 describes the environmental Site setting
- Section 4 presents the established media cleanup levels
- Section 5 discusses the soil and groundwater quality and Site contaminants of concern
- Section 6 summarizes the current corrective action status at the Site
- Section 7 provides an evaluation of the corrective measures alternatives through an assessment of effectiveness, mass reduction, implementability, community and regulatory acceptance, and cost
- Section 8 presents the conclusions of the corrective measures alternatives evaluation and recommends a final corrective measure alternative
- Section 9 presents the cost estimates and schedule
- Section 10 presents the references used in this CMP

2. Background

2.1 Site Description

The Site is located in the northwest quarter of Section 23, T19N, R7E, on the southwest side of Anderson, Madison County, Indiana. Formerly, the Site comprised of approximately 3,000,000 square feet of manufacturing area situated on 234 acres. A Site location map is provided on Figure 1

MLK Boulevard divides the Site in a north-south direction. The former east manufacturing areas (Plants 6 and 9) and the Wastewater Treatment Plant (WWTP) are bounded by active railroad tracks to the south, by 29th Street to the north, and by Madison Avenue to the east. The former manufacturing facilities west of MLK Boulevard, referred to as the Main Plant, are bounded to the west and south by active railroad tracks, and to the north by 25th Street. Facility parking areas were located west of the westernmost railroad, and north of 25th Street. A small public-access park is located in the northernmost portion of the Site. A Site plan is provided on Figure 2.

Land use surrounding the Site varies from residential and commercial to the north and east, residential and recreational (Meadowbrook Golf Course) to the south, and residential and agricultural to the west. A zoning map is provided on Figure 3.



2.2 Site History

Operations began at the MLK Boulevard facility in 1929. Primary manufacturing operations at the Site included injection molding, stamping, assembly and wastewater treatment. Manufacturing plants were expanded several times, generally proceeding from the north end of the Main Plant southward and eastward through 1989.

The former Plant 6 and 9 properties and a lot east of Madison Avenue were sold soon after related manufacturing operations ceased in 1997. All manufacturing operations at the Site ceased in 2006. Facilities west of MLK Boulevard were demolished during the period of late 2007 to early 2009. The demolition included the removal of all concrete building slabs and many areas of pavement around the immediate Main Plant building area. Following demolition, the area was regraded and covered with varying thicknesses of crushed concrete. A soil and vegetative cover were applied during the summer of 2009.

GMC declared bankruptcy in June 2009. The RACER Trust was created in March 2011 by the U.S. Bankruptcy Court to clean up and position for redevelopment certain properties and other facilities owned by former GMC before the 2009 bankruptcy, including this Site.

RACER Trust sold the northern portion of the former Main Plant building (Tract B North) on April 1, 2015. Tract B (North) was redeveloped as a plastic injection molding plant later in 2015. RACER Trust donated Tracts C and F and Crawford Field, north of the former Main Plant building, to the City of Anderson on September 14, 2015. Lot 1, east of MLK Boulevard, was sold on July 6, 2016. RACER Trust sold the central portion of the former Main Plant building (Tract B Central) on September 13, 2019 for expansion to the plastic injection molding plant. The remaining portions of the Site that were held by GMC until its bankruptcy in June 2009 are currently owned by RACER Trust. The Site boundary and historical operational areas are shown on Figure 4. The Site tracts and parcels are shown on Figure 5.

2.3 Previous Investigations

2.3.1 RCRA Facility Investigation

Preliminary RFI investigations were initiated in December 1997 with a soil gas survey of the general Area of Concern (AOC) 1, Solid Waste Management Unit (SWMU) 17 and the West Chromium Areas, using a direct-push probe-type sampling system and on-site gas chromatographic (GC) analysis. The results of these investigations were provided in the RFI Soil Gas Data Report (Earth Tech January 26, 1998). This report was submitted to the IDEM in January 1998. The report contained a plan for soil boring and sampling based on the soil gas data. The soil boring plan was conditionally approved by IDEM on September 1, 2000. GM clarified remaining sampling and analysis issues with IDEM in a memorandum dated October 13, 2000 and provided notification that RFI field work was scheduled to begin. Stage I field investigations were initiated by GM in October 2000.



The Stage I RFI investigations were conducted pursuant to the following Work Plan documents:

- RFI Work Plan (Earth Tech, October 14, 1997).
- Soil Gas Data Report (Earth Tech, January 26, 1998).
- GM Notification Memorandum (October 13, 2000).
- RFI Work Plan Amendment – Walking Track Area (Earth Tech, October 14, 1997).
- RFI Work Plan Amendment – West Impoundment Area (AOC 5) (Earth Tech, October 1, 1998).

GMC conducted a residential well survey of areas adjacent to the MLK Facility in December 2000. Ten private wells were identified and sampled.

A Stage I RFI report was submitted to IDEM in July 2001 (Earth Tech and ENVIRON, July 31, 2001). The Stage I report addressed investigations conducted from October 2000 through July 2001, including the residential well survey, and was submitted to IDEM in partial fulfillment of the corrective action requirements contained in Section III.F. of the Federal portion of the RCRA Part B permit. Stage I investigations were conducted at the following investigative areas, as currently defined:

- AOC 2 – Former Fire Training Area
- AOC 3 – East Chromium Area
- AOC 4 – Walking Track Area
- AOC 5 – West Impoundment Area
- Area 1 – South Court and Related Areas (including AOC 1, SWMU 16, SWMU 17, and West Chromium Area)
- Area 3 – East Storage Areas (SWMUs 21 and 22)
- Area 4 – Nalco Areas (SWMUs 25 and 26)

Areas evaluated during the Stage I RFI that required no additional investigation included AOC 2, AOC 4, AOC 5, and Area 4. The Stage I RFI report included a plan for further investigations at AOC 3, portions of Area 1, and Area 3. These additional investigations were conducted during the Stage II RFI beginning in October 2003.

Stage II investigations were also conducted in expanded portions of Area 1 and at several additional areas as identified in the following Work Plan documents:

- RFI Stage I Report – Section 5.0 (Earth Tech and ENVIRON, July 31, 2001)
- RFI Work Plan Amendment – North Parking Area / Vacant Parcel (Earth Tech, January 30, 2002)
- RFI Work Plan Amendment – Main Plant Metal Plating and Recovery (Earth Tech, August 16, 2002)
- RFI Work Plan Amendment – Additional Stage II Work (Earth Tech, August 5, 2004)
- RFI Work Plan Amendment – Soil and Groundwater Delineation (Earth Tech, November 16, 2004)



The expanded portions of Area 1 included areas east of MLK Boulevard (former Plant 9 and the Meadowbrook Golf Course). The new areas included the following:

- AOC 6 – Electroform Room
- AOC 7 – 400 Plater
- AOI 1 – North Parking Area
- AOI 2 – Chromium Recovery Area
- AOI 3 – Bay R4 Area
- Area 2 – 309/352 Platers, Acid/Caustic Strip
- SWMU 4 – 1002 Preplater
- SWMU 6 – Nickel Recovery

Several of the new areas were decommissioned including the metal plating and recovery areas that were, in part, the subject of a 1993 petition for review.

A Stage II Data Report summarizing data collected from October 2003 to February 2005 was submitted to IDEM (Earth Tech; March 30, 2005) in partial fulfillment of the corrective action requirements contained in Section F.2 of the Order. The data report included soil boring logs, monitoring well completion diagrams, hydrogeologic cross sections and maps, potentiometric surface maps, laboratory data reports, isoconcentration maps, and various data box plots.

Following completion of the Stage II Data Report, GMC submitted a Final RFI Report (Earth Tech. Inc. and ENVIRON, August 2005) to IDEM in partial fulfillment of the corrective action requirements contained in Section F.2 of the Order. Several comment-response iterations and revised Final RFI Reports (Earth Tech. Inc. and ENVIRON, August 2005 and September 2007) were submitted between 2005 and 2011. However, the revised Final RFI Reports were not approved by IDEM.

2.3.2 West Container Storage Building

The West Container Storage Building was a permitted RCRA container storage area, constructed in November 1984 and decommissioned in 1999 following a soil investigation. The soil investigation was conducted pursuant to IDEM's November 19, 1998 Class 1 RCRA permit modification concurring with the soil sampling locations, methods, and analytical procedures proposed by GMC. IDEM granted closure of the unit provided the soil impacts identified were included in the Site-wide corrective action.

2.3.3 Electroform Area

Beginning in 2001, Guide Corporation investigated a 3,740 square foot (ft²) portion of the former Main Plant, referred to as the Electroform Area in accordance with the following Work Plan documents:

- Closure Plan for Electroform Area Trenches (Conestoga-Rovers & Associates, July 2002 and Revised October 2005)

The investigation was conducted in two phases and included soil and groundwater sampling. Following the soil and groundwater sampling, a Human Health Risk Assessment (HHRA) was



completed to evaluate the potential significance of reasonable maximum exposures under current and reasonably expected future land use. The HHRA concluded that there was no complete exposure pathway for groundwater, and potential exposure to soil was not possible at that time. A Closure Certification Report for Electroform Area Trenches was completed (Conestoga-Rovers & Associates, 2007). An ERC was recorded for the Electroform Area in October 2008 and IDEM granted closure of the Electroform Area on December 22, 2008.

2.3.4 Additional Source Area Investigations

In January and September 2008, notifications were made to IDEM pursuant to the requirements of Section F.5.h. of the Order regarding notification of newly-identified source area(s) of the Site for:

- Former Chromic Acid Holding Tank/Bay M26/M27 (AOI 4)
- Areas of stained surface soil (AOI 5)
- Former 310 Plater Pit/Bay B49 (AOI 6)

Investigation of the newly-identified source areas were conducted as identified in the following Work Plan documents:

- Former Chromic Acid Holding Tank/Bay M26/M27, Areas of Stained Surface Soil, Former 310 Plater Pit/Bay B49, and Surface Soil Screening Investigation Work Plan (CRA, September 1, 2011)
- Perched Groundwater Investigation Work Plan (CRA, April 3, 2013)
- Soil and Perched Groundwater Delineation Work Plan (CRA, June 25, 2012)

A statistically significant increasing trend in the concentration of trichloroethene (TCE) was identified during routine groundwater monitoring (Section 2.3.8) upgradient of the former WWTP, the source of which is not known. In an effort to determine the source of the increasing TCE concentration, additional investigations were completed in accordance with the following Work Plan documents:

- Waste Water Treatment Plant Source Area Investigation Work Plan (CRA, January 4, 2013).
- Wastewater Treatment Plant Groundwater Investigation Work Plan (CRA, September 27, 2013).

2.3.5 Vapor Intrusion Studies

In 2011, a vapor intrusion investigation was conducted at and near the former Plant 9 building and included advancement of boreholes, collection of groundwater grab samples, instrumentation of boreholes as soil vapor probes and the collection of simultaneous soil vapor, sub-slab vapor, and indoor air samples for volatile organic compound (VOC) analysis in accordance with the following Work Plan document:

- Vapor Intrusion Study Work Plan (CRA, July 2010)

During routine groundwater monitoring activities, the concentration of vinyl chloride in groundwater downgradient of the South Court and upgradient of residential dwellings was reported above the pending 2011 Remediation Closure Guide Residential VI Groundwater Screening Level. At that time, there were no monitoring wells closer to the residential dwellings. As such, RACER Trust



investigated the groundwater quality in close proximity to the nearby residential dwellings in accordance with the following Work Plan document:

- Residential Vapor Intrusion Assessment Work Plan (CRA, September 1, 2011).

2.3.6 Revised RCRA Facility Investigation

A revised Final RFI Report (Conestoga-Rovers & Associates, June 2014) was submitted to IDEM providing details of historical investigations summarized in the previous Final RFI Reports and included details of investigations conducted up to June 2014. The revised and Final RFI Report was approved by IDEM on July 22, 2014.

2.3.7 Post RFI Investigations

Investigations conducted subsequent to the RFI approval include activities conducted pursuant to the following work plans, the results of which are incorporated herein.

- Residential Well Sampling Work Plan (GHD, October 23, 2014).
- Revised South Court Soil Investigation and WWTP Plume Boundary Well Installation Work Plan (GHD, November 14, 2014).
- Chromium Groundwater Investigation Work Plan (GHD, March 9, 2016).
- Bedrock Groundwater Investigation Work Plan (GHD, May 9, 2018).
- Former Plant 6 and Plant 9 Soil Vapor Investigation Work Plan (GHD, January 22, 2019).

2.3.8 Routine Groundwater Monitoring

Routine groundwater monitoring activities commenced in 2005 and are ongoing in accordance with the following:

- Site-Wide Groundwater Monitoring Plan (AECOM, March 31, 2008, Revised August 15, 2010).

The results of the routine groundwater monitoring are documented in Annual Monitoring Reports due to IDEM by January 31st for the preceding year.

2.3.9 Refined Human Health Risk Assessment

A Refined Human Health Risk Assessment and Derivation of Site-Specific Risk-Based Screening Levels (RHHRA) Report was prepared to assess the results of investigations conducted to date to determine whether realistic exposure levels of Site constituents have the potential to adversely affect human health on- or off-Site. This report was submitted to IDEM in October 2013.

In November 2013, IDEM accepted site-specific cleanup levels defined in the October 2013 RHHRA, with the exception of the non-default residential and commercial/industrial vapor intrusion groundwater screening levels. In May 2014, IDEM approved Addendum 1 to the RHHRA detailing that RACER Trust agreed to use IDEM's 2012 Remediation Closure Guide generic residential and commercial/industrial groundwater vapor exposure screening levels in lieu of the non-default residential and commercial/industrial vapor intrusion groundwater screening levels presented in the October RHHRA. In March 2016, IDEM approved Addendum 2 to the RHHRA that presented site-specific cleanup levels for cyanide.



2.4 Completed Interim Measures

Interim Measures have been implemented at the Site and include hot spot soil and perched groundwater remediation, well abandonment, implementation of land and resource use restrictions as described below.

2.4.1 AOC 1 – South Court Area

Soil was removed in the area of MW 31 associated with AOC 1 – South Court where soil contained TCE concentrations that were an order of magnitude greater than the soil concentrations in other portions of the area. In addition to removing the soil in this area, perched groundwater in Unit 1 fill was treated with hydrogen release compound (HRC®) as a source control measure for TCE and its breakdown products in Unit 1 and the underlying Unit 3 groundwater. During the IM, monitoring well MW 31 completed in the fill soil was removed. Following the IM, a replacement well (MW 31R) was installed at the former MW 31 well location.

2.4.2 Potable Well Abandonment – Meadowbrook Golf Course

The second interim measure implemented by GMC included the abandonment of two potable wells at the Meadowbrook Golf Course and subsequent connection of the golf course to public water supply.

2.4.3 On-Site Production Well Abandonment

The third interim measure implemented by GMC included the abandonment and plugging of five former groundwater production wells on Site. This work was completed during the period of April 30 to September 4, 2007 in accordance with Indiana Department of Natural Resources (IDNR) well abandonment rules (312 IAC 13). Abandonment activities included electrical disconnect, pump motor and pump column removal, and well grouting. The work followed a written work plan for well abandonment (Earth Tech, July 27, 2006) and was conducted by a licensed State of Indiana water well drilling contractor. The work is summarized in an Earth Tech memo dated November 16, 2007. (2011 Annual Groundwater Monitoring Report, AECOM, January 31, 2012).

2.4.4 Plume Stability Monitoring

Routine groundwater monitoring activities commenced in 2005 and are ongoing in accordance with the following:

- Site-Wide Groundwater Monitoring Plan (AECOM, March 31, 2008, Revised August 15, 2010).

The results of the routine groundwater monitoring are documented in Annual Monitoring Reports due to IDEM by January 31st for the preceding year.

2.4.5 Land and Resource Use Restrictions

Meadowbrook Golf Course Access Agreement

The Meadowbrook Golf Course was sold in December 2019. The new owner intends to continue to use the property as a golf course and are currently working with RACER Trust on an updated



access agreement. Samples from the Meadowbrook Golf Course pond will continue to be collected and analyzed for VOCs.

On-Site Environmental Restrictive Covenants

The Site has been parceled into several areas and Tracts. Environmental Restrictive Covenants (ERCs) have been developed and recorded for several areas of the Site to ensure residual contamination at the Site does not pose an unacceptable risk to future on Site receptors. A summary of the Tracts and associated restrictions is provided below. The recorded ERCs are provided in Appendix A.

Area	Restrictions						
	Prohibits Residential Land Use	Prohibits Agricultural Land Use	Prohibits Groundwater Extraction and Use for Any Purpose	Requires Maintenance of Soil Cover	Requires Vapor Mitigation in Future Dwellings or Work Spaces	Prohibits Interference with Monitoring Well Network and Groundwater Monitoring	Soil Management
Lot 1	X	X	X	X	X	X	X
Plant 6	No Land or Resource Use Restrictions Have Been Implemented to Date						
Plant 9	X	X	X		X	X	
Tract A	X		X			X	X
Tract B North	X	X	X			X	
Tract B Central	X	X	X		X	X	
Tract B South	No Land or Resource Use Restrictions Have Been Implemented to Date						
Tract C	X	X	X				
Tract D	X	X	X			X	
Tract E	X	X	X			X	
Tract F	X	X	X				
Crawford Field	X	X	X				
Electroform Area	X	X	X				X

The ERC areas are shown on Figure 5. Review of Figure 5 indicates that all areas within the Facility boundary have recorded restrictions ensuring residual contamination at the Site does not pose an unacceptable risk to future on-Site receptors with the exception of Plant 6 and Tract B South.

3. Site Setting

3.1 Current Land Use

The City of Anderson identified zoning for the Site as predominately industrial (i.e., I-2), which incorporates current and future industrial development. Industrial land use at the Site has been in effect since 1962 and is expected to remain in the foreseeable future. Surrounding areas are zoned residential and industrial (i.e., R-2, R-3, R-4, I-1, and I-2). Properties zoned R-2, R-3, and R-4 support single, double, and multi-family dwellings, respectively. Areas zoned I-1 include existing



businesses along MLK Boulevard and allow for future industrial expansion. The areas south of former Plant 9 are zoned I-2 (industrial) and include the Meadowbrook Golf course and the mobile home park. Despite their non-industrial use, the golf course and the mobile home park were grandfathered into the I-2 zoning plan. A portion of the Meadowbrook Golf Course and the mobile home park carry an "F" overlay zoning, indicating a Federal Emergency Management Agency (FEMA)-designated floodway and a floodway fringe. Development in such areas is generally prohibited.

3.2 Physiography

The Site is situated in the New Castle Till Plains and Drainage ways Section of the Central Till Plain Region as described by Gray (2000). This area was affected by multiple continental glaciations that deposited a thick blanket of glacial sediments over the bedrock. The New Castle Till Plains and Drainage ways Section is primarily underlain by complexly stratified glacial diamict deposits, glaciofluvial sand and gravel deposits and glaciolacustrine silt and clay deposits. The area is characterized by broad plains of low relief crossed by relict glacial meltwater valleys (2011 Annual Groundwater Monitoring Report, AECOM, January 31, 2012).

3.3 Regional Geology

Madison County and the City of Anderson area are underlain by glacial drift deposits of varying thickness overlying an irregular bedrock surface developed on carbonate rocks of Silurian age assigned to the Wabash and Pleasant Mills Formations (Gray and others, 1987). The surficial drift deposits are related to the latest (Wisconsinan) glacial stage. Buried pre-Wisconsin deposits are common in the area and occur below a well-developed Sangamon paleosol (a buried soil) and weathering zone.

The Wisconsinan glacial deposits are related to the latest advances of the East White Sublobe of the Huron-Erie ice lobe. These ice sheets advanced eastward and southeastward into central Indiana from the Erie basin during the Woodfordian Substage. The deposits are dated to approximately 20,000 years before present (ybp). Regionally, the latest phases of the East White Sublobe advanced rapidly but stagnated in central Indiana forming a complex array of meltout ablation drift types overlying hard, basal or lodgement tills of loamy texture. The Wisconsin till deposits are generally mapped in Indiana as the Trafalgar Formation (Gray, 1989). The Trafalgar Formation consists of poorly sorted, conglomeratic mudstone (diamict) and associated lenses of gravel, sand, and silt. Concurrent with the massive stagnation and meltout, a system of meltwater channels developed the carried large meltwater streams southward from the stagnated ice front. Many of these relict meltwater channels are preserved in the Madison County landscape today as low, wide topographic troughs occupied by small, underfit surface streams.

3.4 Site Hydrology

The Site area is nearly level with elevations ranging from 860 to 880 feet North American Vertical Datum (NAVD) 88. East of MLK Boulevard the elevation is lowest, and the surface elevation descends into a relict glacial meltwater valley. Former Plant 9, Plant 6, and the Meadowbrook Golf Course are all located in the relict meltwater valley, the western border of which roughly follows the alignment of MLK Boulevard. This valley trends south-southwest from Anderson, Indiana several



miles towards Pendleton, Indiana (Brown and others, 2003). A small channelized stream, Stanley Ditch, occupies the north end of the relict meltwater valley and drains westward along the south boundary of the Meadowbrook Golf Course. Stanley Ditch originally flowed to the north between former Plant 6 and Plant 9 but was diverted southward in 1963 to provide stormwater relief for the City of Anderson combined sewer system. As a result, Stanley Ditch is now tributary to Prairie Creek and flows to the south down the trend of the valley to Pendleton, Indiana where it joins Fall Creek, a tributary to the West Fork White River.

Stormwater run-off from paved areas of the property either infiltrates the ground surface or is directed to the combined sewer system that discharges north to the City of Anderson Publicly Owned Treatment Work (POTW) on the West Fork White River. The combined sewer system flows northward across the Meadowbrook Golf Course property and beneath former Plant 9 up the trend of the relict meltwater channel. Stormwater on the northern portion of the Meadowbrook Golf course property is directed through piping, and discharges to ponds. Stormwater in the southern portion of the Meadowbrook property drains southward toward Stanley Ditch that flows along the southern and eastern property boundaries of the golf course.

A drainage divide between Stanley Ditch and Prairie Creek, draining to the south, and the combined sewer system, draining north to West Fork White River, appears to occur near the south side of former Plant 9, perhaps near and along the South Anderson Cutoff railroad embankment. Areas to the south of the railroad embankment, including most of the Meadowbrook Golf Course, are floodway and floodway fringe areas subject to flooding (FEMA, February 18, 1994). (2011 Annual Groundwater Monitoring Report, AECOM, January 31, 2012).

3.5 Site Geology/Hydrogeology

Figure 6 presents a generalized, schematic east-west hydrogeologic cross-section of the unconsolidated materials at the Site showing monitoring well completion intervals. The unconsolidated deposits range from less than 20 feet to over 160 feet in thickness and overlie an irregular bedrock surface. Bedrock beneath the Site consists of carbonate rocks of Silurian age. The bedrock topography beneath the Site slopes to the northwest into a pre-glacial bedrock valley. The bedrock is high (above 840 foot elevation) in the southern portion of the former Plant 9 area and at the Meadowbrook Golf Course. Bedrock is generally only about 20 feet below ground surface (bgs) in this area as a result of both the high bedrock elevation and low ground surface elevation in the relict meltwater valley area east of MLK Boulevard. To the northwest, the bedrock elevation descends to below 730 foot elevation at former groundwater production well 11 and the bedrock in this area is in excess of 158 feet bgs.

Detailed hydrogeologic cross-sections are presented in both the Stage II RFI Data Report (Earth Tech, March 30, 2005) and the RFI Final Report (Earth Tech and ENVIRON, September 28, 2007). Five distinct geologic units are recognized in the unconsolidated surficial soil materials. These units are identified from top to bottom as Units 1 to 5.

Unit 1 is a heterogeneous fill material consisting of silty clay loam, silty clay, sandy clay, sandy clay loam, and loam texture soil intermixed, in places, with debris consisting of wood, brick, glass, brick, concrete, coal fragments, and cinders. The unit consists of fill material placed at various times during the developmental history of the property and is generally no more than a few feet in thickness. In places, the lower portion of the Unit 1 fill is saturated and a localized perched groundwater zone



occurs. The clayey diamicts in the underlying Unit 2 confining unit cause this perched groundwater condition. Saturated conditions have been observed in the basal portion of Unit 1 in several shallow AOC 1 – South Court Area and AOI 4 – M26/M27 soil borings.

Unit 2 is a glacial diamict of silty clay loam, silty clay, and loam texture with occasional thin, interbedded sand and gravel deposits. Sand and gravel lithologies make up a small percentage of the unit. Unit 2 is thin in southern and eastern parts of the Site, but thickens to the north and west.

Unit 3 consists of stratified sand and gravel and forms the uppermost aquifer beneath the Site. In places, a diamict occurs within Unit 3 and is identified as the Unit 3 Confining Bed. At some locations the confining bed is represented by a distinctive silty texture and laminated structure. The confining bed is hydrologically significant because it separates the Unit 3 aquifer into an upper portion (Unit 3S) and lower portion (Unit 3D). Unit 3 is generally only 10 to 20 feet thick in the eastern part of the Site beneath the meltwater valley. The unit thickens appreciably in the western part of the area where it forms the major portion of the unconsolidated deposits.

Unit 3 is almost entirely within the phreatic zone and is the uppermost aquifer unit at the Site. Groundwater may exist in the unit under both confined and unconfined conditions. Where the base of Unit 2 is relatively high in elevation, the upper few feet of Unit 3 are unsaturated, and unconfined conditions occur. At locations where the base of Unit 2 is relatively low in elevation the top of Unit 3 is saturated, and confined conditions occur.

Conceptually, Unit 3 may be divided into an upper (Unit 3S) and lower (Unit 3D) part. In those places where there is no physical separation between the upper and lower parts of the unit provided by the Unit 3 Confining Bed, the designations 3S and 3D merely provide a convenient way to refer to the upper and lower portions of the Unit 3 aquifer, and the monitoring wells completed therein. Where a physical separation occurs due to the presence of the Unit 3 Confining Bed, Unit 3S refers to that portion of the aquifer above the confining layer and Unit 3D refers to that portion below the confining layer. Locally, the Unit 3 Confining Bed induces a downward vertical gradient within the Unit 3 aquifer. Where the confining bed is absent, water levels in Units 3S and 3D are comparable.

The lateral groundwater gradient in Unit 3S is directed to the east-northeast in AOC 1 - South Court Area. Locally there are significant variations in the magnitude and direction of the gradient related, in part, to the presence or absence of the Unit 3 Confining Bed. An east-southeast oriented potentiometric trough in Unit 3S persistently occurs in the vicinity MW 40, MW 42, and MW 68 where the confining bed is absent. In this area groundwater flow in Unit 3S appears to be directed easterly into the relict meltwater valley (Figure 7).

The hydraulic gradient for Unit 3D is more consistent and the potentiometric surface for this unit suggests an eastward gradient in the South Court Area and along MLK Boulevard into the relict meltwater valley. The north-northeast / south-southwest oriented relict meltwater valley at former Plant 9 and the Meadowbrook Golf Course appears to induce a hydraulic gradient to the south along its axis. Contaminants in the lower portion of Unit 3 would be expected to move generally eastward and then southward near the former WWTP area (Figure 8).

Unit 4 consists of hard diamict of loam or clay loam texture. The unit forms a confining bed between Unit 3 and Silurian carbonate bedrock. The unit is absent from the eastern part of the area at Plant 9 and portions of the adjacent Meadowbrook Golf Course.



Two deep bedrock borings at the north end of the Site (MW 62 and MW 71) encountered a bed of cobbles above the bedrock surface. This zone is referred to as Unit 5. The unit was encountered at no other locations. (2011 Annual Groundwater Monitoring Report, AECOM, January 31, 2012).

Dolostone bedrock was encountered at monitoring wells MW 62, MW 71, MW 74, MW 77, MW 81, MW 82, MW 83, MW 98-18, MW 99-18. Historical groundwater monitoring indicates that there is a general easterly gradient across the west portion of the Site and a predominantly western gradient across the east portion of the Site into the meltwater valley (Figure 9).

3.6 Groundwater Use

The City of Anderson's public water supply is provided by the Anderson Water Utility and is derived entirely from groundwater. The City obtains groundwater from several wellheads, of which three are located south of the White River. These three wellheads are the nearest to the Facility and are located approximately 2 miles northeast and east of the Facility. The wellfield east of the Facility withdraws groundwater from up to 300 feet bgs. The well northeast of the Site withdraws groundwater from a maximum depth of 49 feet bgs. Based on nearby water well logs, it is likely that the wellfield east of the Facility withdraws water from the bedrock formation and the well northeast of the Facility withdraws water from Unit 3. On this basis, and based on the groundwater flow direction in the bedrock and Unit 3d, respectively, these municipal wells are downgradient of the Site. However, the wellhead protection zones defined by the City's July 4, 2017 5-year and 10-year groundwater time of travel analysis show that the Facility is not within any of the wellhead protection zones. It is GHD's understanding that the City of Anderson's drinking water is tested for VOCs, the results of which indicate drinking water quality meets the maximum contaminant levels (MCLs) for VOCs.

The City of Anderson issued an ordinance, dated November 21, 2000 (Ordinance # 55- 2000), that prohibits the installation of new drinking water wells for all areas within 300 feet of an existing and available Anderson Water Utility water supply line. This ordinance, included as Appendix B, also prohibits re-drilling of existing drinking water wells if connection to the City's water supply is available within 300 feet. However, the ordinance does not prohibit installation of nonpotable water wells or drinking water wells that are installed to depths below the regional till layer.

3.6.1 Identification of Nearby Private Drinking Water Wells

In October and November 2000, as part of the implementation of the RFI, cis-1,2-dichloroethene (cis-1,2-DCE), 1,1,1-trichloroethane (TCA), TCE and vinyl chloride were detected in groundwater samples collected at the Site, near the southern property boundary, at concentrations above the MCLs. Based on the identification of these compounds in groundwater at the southern limit of the Site, a residential well sampling program was developed and implemented.

A potable water supply search south and east of the area of identified contamination was completed in 2000. The search area was limited to properties south and east of the Site given the locations of the exceeding concentrations, the direction of groundwater flow (northeasterly to easterly), and the concentrations beneath the northern portions of the Site (i.e., below criteria).

The search included obtaining maps of individual residences from the City of Anderson Engineering department, verification of the individual residences and verification of potable water being provided



to the individual residences from the City of Anderson Water Department through the review of water department billing records. Addresses that may not have been connected to the City of Anderson municipal water supply system that were located in this area, and in close proximity to the Site were contacted to determine if a drinking water well was in use.

Representatives of GMC contacted all properties that were identified as potentially having a drinking water supply well in the study area. Residents and business owners contacted were provided with information regarding potential groundwater issues in the area and were asked to verify the presence of a drinking water well at their property. If no water supply well existed at the property and the property was supplied by a municipal water source, no further investigation was conducted at that property.

GMC identified 10 properties within the study area that contained a private drinking water well. These properties correspond to the following municipal addresses:

- 3232 Pendleton Avenue (Now MLK Boulevard)
- 3429 South Madison Avenue (Meadowbrook Golf Course Shed)
- 3429 South Madison Avenue (Meadowbrook Golf Course Pro-shop)
- 1400 West 29th Street
- 3503 Pendleton Avenue
- 3523 Pendleton Avenue
- 3535 Pendleton Avenue
- 3633 Pendleton Avenue
- 3923 Pendleton Avenue
- 4002 Pendleton Avenue

4. Cleanup Objectives

The RHHRA was prepared to assess the results of investigations conducted to date to determine whether Site constituents have the potential to adversely affect human health on- or off-Site for reasonable exposure conditions. The RHHRA compared constituent concentrations to developed site-specific (and risk-based) screening levels (SSCLs) for any remaining risk drivers. The RHHRA report was submitted to IDEM in October 2013.

In November 2013, IDEM accepted the site-specific cleanup levels defined in the October 2013 RHHRA, with the exception of the non-default residential and commercial/industrial vapor intrusion groundwater screening levels. In May 2014, IDEM approved Addendum 1 to the RHHRA detailing that RACER Trust agreed to use IDEM's 2012 Remediation Closure Guide generic residential and commercial/industrial groundwater vapor intrusion screening levels in lieu of the non-default residential and commercial/industrial vapor intrusion groundwater screening levels presented in the October RHHRA. In March 2016, IDEM approved Addendum 2 to the RHHRA that presented site-specific cleanup levels for cyanide, inadvertently omitted from the RHHRA.



5. Soil and Groundwater Quality

Soil and groundwater sampling were conducted at and near the Site prior to, during, and after completion of the RFI. The following sections provide an overview of the on- and off-Site soil and groundwater quality.

5.1 Soil Quality

Soil contaminants of concern were identified by comparing soil data to the SSCLs for Commercial/Industrial Worker (CI), Construction/Utility Worker (E) and Migration to Groundwater (MTG), resulting in the following constituents of concern (COCs):

VOCs

- cis-1,2-dichloroethene
- trichloroethene
- toluene

SVOCs

- benzo(a)anthracene
- benzo(a)pyrene
- benzo(b)fluoranthene

Inorganics

- arsenic
- cadmium
- chromium VI
- copper
- nickel
- cyanide

Figures 10, 11 and 12 present the locations and analytical data where individual results in soil exceed the SSCLs for VOCs, SVOCs, and inorganics, respectively.

After an evaluation of COCs on a parcel by parcel basis, only hexavalent chromium at Lot 1 and benzo(a)anthracene, benzo(a)pyrene, and TCE at Tract B (South) were identified as potential risk drivers in soil.

5.2 Groundwater Quality

Groundwater contaminants of concern were identified by comparing groundwater data to IDEM's Residential Tap Water (RT), Vapor Exposure Residential (RV), Vapor Exposure Commercial/Industrial (CIV) criteria, and the SSCLs for Commercial/Industrial Tap Water Use (CITW) and Recreator exposure (RCR). On-Site groundwater concentrations were compared to



CITW and CIV criteria whereas the off-Site groundwater concentrations were compared to all criteria, resulting in the following COCs:

VOCs

- 1,1-dichloroethane (off-Site only)
- cis-1,2-dichloroethene
- trichloroethene
- trans-1,2-dichloroethene (trans-1,2-DCE) (off-Site only)
- vinyl chloride

Inorganics

- arsenic
- cadmium
- chromium (total) (off-Site only)
- chromium VI
- copper
- nickel
- lead (off-Site only)
- cyanide

On-Site VOC analytical data from all sampling events between 2015 and 2019 are presented on Figure 13. After an evaluation of detected concentrations above cleanup objectives, only TCE and vinyl chloride were identified as potential VOC risk drivers in on-Site groundwater.

On-Site inorganics analytical data from all sampling events are presented on Figure 14. After an evaluation of detected concentrations above cleanup objectives, only chromium was identified as potential inorganic risk drivers in on-Site groundwater.

Off-Site VOC analytical data from all sampling events between 2015 and 2019 are presented on Figure 15. After an evaluation of detected concentrations above cleanup objectives, only vinyl chloride was identified as a potential VOC risk driver in off-Site groundwater.

Off-Site inorganics analytical data from all sampling events are presented on Figure 16. After an evaluation of detected concentrations above cleanup objectives, only chromium (total) was identified as a potential inorganic risk driver in off-Site groundwater.

5.2.1 VOC Groundwater Plume Areas

Based on the results of historical investigations supplemented by routine groundwater monitoring, there are two separate VOC plumes originating on Site. One plume is associated with Area 1 – South Court, extending in a northeast direction from the South Court beneath several SWMUs in the former Main Plant building area. The predominant VOC contaminants detected in this area are TCE, cis-1,2-DCE, and vinyl chloride. The highest reported concentrations of TCE in this plume are found



in the South Court at MW 3 (Unit 3S) and MW 15 (Unit 3S). These VOCs are present in both the 3S and 3D portions of Unit 3, but concentrations are generally higher in the upper portion of the unit.

With the exception of cis-1,2-DCE in on-Site Unit 3S monitoring well MW 51 and off-Site Unit 3S monitoring well MW 49 and vinyl chloride in on-Site monitoring well MW 79, there are no increasing trends in groundwater concentrations associated with the South Court plume. The South Court plume is delineated laterally as follows:

- To the south through long-term ongoing groundwater monitoring at MW 21, MW 89-11 and MW 46.
- To the north through long-term ongoing groundwater monitoring at MW 76.
- To the east by five Unit 3S wells located between the plumes where VOCs have not been detected, or detected at only very low levels (from south to north: MW 46, MW 84, MW 59, and MW 29).
- Historical groundwater sampling of the Unit 3S wells west of the former Main Plant (from south to north: MW 70, MW 55, MW 11, MW 25 and MW 72) did not identify any detected concentrations of TCE, cis-1,2-DCE and/or vinyl chloride, with the exception of MW 11. MW 11, located in the area of one of the former production wells that was monitored during three events from 2001 through 2005. During this time, VOCs were not detected above the screening criteria, with the exception of TCE. VOCs detected at monitoring well MW 11 decreased in concentration between 2001 to 2005. TCE was detected at concentrations ranging from 0.005 milligrams per liter (mg/L) to 0.009 mg/L which correspond to or is only marginally above IDEM's residential tap water criteria.

The groundwater quality in the deeper portions of Unit 3 west of the Main Plant is currently being assessed with routine sampling at MW 12. The concentrations of TCE and cis-1,2DCE at this location have decreased by at least one order of magnitude since 2001. Bedrock groundwater downgradient of the South Court is currently being assessed with routine sampling at MW 82 which is currently free of detected concentrations of VOCs.

A separate plume is located along and east of MLK Boulevard. The primary evidence for separation of this plume from the AOC 1 – South Court plume comes from four Unit 3S wells located between the plumes where VOCs have not been detected, or detected at only very low levels (from south to north: MW 46, MW 84, MW 59, and MW 29). The VOC plume east of MLK Boulevard extends from an apparent source near MW 68 and the former WWTP along MLK Boulevard eastward toward former Plant 9 and the Meadowbrook Golf Course. This plume is referred to as the WWTP Area plume. The plume has migrated to the south to at least MW 57 and MW 85 on the golf course. The predominant VOCs detected in this area are cis-1,2-DCE, and vinyl chloride. TCE is only a minor plume component.

Based on the 2018 annual monitoring report, there are statistically significant increasing recent trends in the concentration of vinyl chloride at the tail margin of the WWTP Area plume (MW-4, MW 64, MW 80, and MW 88) as a result of ongoing natural attenuation (NA) of TCE and cis-1,2-DCE and at bedrock monitoring well MW 83, where the Unit 4 clay loam confining layer is absent.

Figures 17 to Figure 19 show the isoconcentrations of the principal VOCs (TCE, cis-1,2-DCE and vinyl chloride, respectively) in groundwater for hydrogeologic Unit 3. These isoconcentration maps



are based on October 2018 data. The October 2018 data for each well is shown on the maps with non-detect results presented as half of the detection limit.

The WWTP Area plume extends vertically to bedrock monitoring well MW 81 and MW 83, the extents of which were evaluated as part of the 2018 Bedrock Groundwater Investigation. The results of the investigation indicated that shallow bedrock VOC impacts at MW 81 and MW 83 have not migrated deeper in the bedrock unit. The results also indicate that shallow bedrock VOC impacts have been delineated to the east at MW 99-18 and that there is a western gradient across the east portion of the Site that would not allow for shallow bedrock to migrate off-Site towards Madison Avenue.

5.2.2 Natural Attenuation of VOC Groundwater Plumes

Natural Attenuation groundwater monitoring, last conducted in October 2018, included groundwater sampling for NA parameters at 16 monitoring wells including ten on-Site monitoring wells (MW 3, MW 8, MW 15, MW 21, MW 31R, MW 40, MW 64, MW 66, MW 68 and MW 79) and six off-Site monitoring wells (MW-2, MW-4, MW 57, MW 58, MW 85 and MW 89-11). These groundwater samples were analyzed for alkalinity, chloride, nitrate, sulfate, sulfide, total organic carbon, dissolved oxygen, oxygen reduction potential, pH, ethane, ethene, and methane, in addition to VOCs and inorganic parameters. The NA sample results were evaluated annually to determine if biodegradation of VOCs is occurring and if conditions at the Site are conducive for continued biodegradation to occur. A scoring system developed by the United States Environmental Protection Agency (U.S. EPA) in their "Technical Protocol for Evaluating Natural Attenuation of Chlorinated Solvents in Ground Water" (Technical Protocol) (U.S. EPA, 1998) was used to evaluate the conditions relevant to the South Court Area and former WWTP Area plumes. The results of the preliminary U.S. EPA score sheet screening (Table 1; based on data collected in 2018) indicate that there is adequate evidence that natural attenuation of VOCs is occurring via reductive biodegradation at the Site in both the AOC 1 – South Court plume and the former WWTP Area plume.

5.2.3 Groundwater Plume Stability Analysis

In August 2015 GHD completed a plume stability analysis for both the AOC 1- South Court and WWTP Area plumes (Appendix C).

The results of the South Court plume stability analysis concluded that, while there is sufficient evidence of natural degradation occurring, there is likely an on-going source of TCE contributing to dissolved TCE in the South Court area groundwater and there is sufficient TCE mass in the soils to account for the observed groundwater concentrations. The analysis presented scatter plots of planar plume areas, average plume concentrations, and plume masses in the South Court area between June 2008 and October 2014. The results indicated that there has been little change to the planar plume area, average concentration, and plume mass in the South Court area despite the presence of degradation products. Despite the ongoing contribution of TCE from soils, degradation processes have been adequate to prevent the enlargement of the plume area.

The results of the WWTP Area plume stability analysis provided further evidence that there does not appear to be a constant TCE source in the unsaturated zone of the WWTP Area plume. The analysis concluded that TCE equivalent is decreasing in concentration and mass, while increasing in



plume area advancing downgradient along the predominant flow direction. Degradation processes have contributed to the reduction in concentrations and mass in groundwater, but have not been adequate in this area to prevent the downgradient migration of the plume.

5.2.4 Assessment of Potential Risk to Off-Site Potable Water Wells

In 2000, GMC identified 10 water wells south and/or east of the Site as mentioned in Section 3.6. Water wells on the Meadowbrook Golf Course property were abandoned by GMC in 2005. The remaining water wells identified were sampled in 2000 and found to be free of detectable concentrations of VOCs. In 2017, RACER Trust repeated the 2000 residential well sampling program, to the extent possible. Samples were collected from 1400 West 29th Street, 3523 Pendleton Avenue (now MLK Boulevard), and 3535 MLK Boulevard, the results of which indicate residential water wells are free of detectable concentrations of Site COCs. The owner of 3923 MLK Boulevard stated that the historical water well on the property had been abandoned. RACER Trust was not permitted access to sample the potentially remaining water wells included in the 2000 residential well sampling program. Given that the well at 3523 MLK Boulevard is one of the residents closest to the Site and was free of detectable concentrations of Site COC's in 2000 and 2017 and that the South Court plume is stable (not expanding), the water wells further south and east (if any) are unlikely to contain detectable concentrations of Site COCs. As such, there is no current or reasonably anticipated future risk to off-Site water well users south of the Site.

The western extent of the South Court plume was investigated during the RFI and was generally defined by the railway tracks west of the former Main Plant, with the exception of the area west of the tracks and east of the former GMC production wells. The GMC production wells were abandoned in 2007. With the abandonment of the former production wells and a northeasterly/easterly groundwater flow direction, the Site's west property boundary is considered upgradient to Site operations and associated groundwater impacts. As such, private water wells west of the Site (if any) were not investigated. Further, there are no site-related VOC exceedances beneath the northern portion of the former Main Plant and as such, the South Court plume does not pose a current unacceptable risk to private water wells north of the Site (if any).

The eastern extent of the WWTP Area plume in Unit 3 is limited by the north-northeast/south-southwest oriented relict meltwater valley at the former Plant 9 and Meadowbrook Golf Course. Unit 3 groundwater flow east of the valley is towards the west, away from the Site's east Property boundary. As such, the WWTP Area plume in Unit 3 does not pose a current unacceptable risk to potable water wells screened in the overburden east of the Site (if any).

The extent of the WWTP Area plume in Unit 3 is defined to the north and south by monitoring wells that do not exhibit exceedances of the MCLs. There are no private water wells within the extents of the WWTP Area plume in Unit 3. As such, the WWTP Area plume in Unit 3 does not pose a current unacceptable risk to potable water wells screened in the overburden north or south of the Site (if any).

The results of the bedrock investigation indicated that shallow bedrock VOC impacts at MW 81 and MW 83 have not migrated deeper in the bedrock unit. The results also indicate that shallow bedrock VOC impacts have been delineated to the east at MW 99-18 and that there is a western gradient across the east portion of the Site that would not allow for shallow bedrock to migrate off-Site towards Madison Avenue.



5.3 Summary

Following extensive investigations and assessment of soil and groundwater quality at and near the Site, the following potentially unacceptable risks remain based on soil and recent groundwater quality data in each parcel/area, and considering land and resource use restrictions (Section 2.4.5) currently in place.

Area	Soil	Groundwater
Lot 1	None	TCE (CIV) Vinyl Chloride (CIV)
Plant 6	None	Vinyl Chloride (CIV)
Plant 9	None	Vinyl Chloride (CIV)
Tract A	None	None
Tract B (North)	None	TCE (CIV)
Tract B (Central)	None	TCE (CIV)
Tract B (South)	Benzo(a)anthracene (CI), Benzo(a)pyrene (CI) TCE (CI, E)	TCE (CIV) Vinyl Chloride (CIV) Chromium (CITW)
Tract C	None	None
Tract D	None	None
Tract E	None	None
Tract F	None	None
Crawford Field	None	None
Off-Site	N/A	Vinyl Chloride (CITW, CIV, RT, RV.) Chromium total (RCR)

6. Corrective Action Status

Based on the activities completed to date and environmental restrictions imposed on land and resource uses, IDEM issued Notices of Corrective Action Complete for Tract A, Tract B (Central), Tracts C to F, and Crawford Field. TCE is detected in groundwater above IDEM's default CIV criterion immediately south of Tract B (North) in Unit 3s monitoring well MW51. Tract B (North) was divested and redeveloped as a plastic injection molding plant in 2015. To facilitate the property transaction, an ERC was negotiated between the purchaser, RACER Trust, and IDEM. The purchaser demonstrated to IDEM's satisfaction that no vapor mitigation measures or related building restrictions were required to be filed with the ERC and IDEM issued a Notice of Corrective Action Complete for Tract B North. The notices for the aforementioned areas detail IDEM's Final Decision, stating that RACER Trust has fulfilled its obligations under Indiana's RCRA Corrective Action Program for all portions of the Site with the exception of Lot 1, former Plants 6 and 9, and Tract B South (Figure 5).



6.1 Lot 1 – WWTP Area VOC Groundwater Plume

Lot 1 is currently a vacant property free of any structures and is subject to an environmental restrictive covenant mitigating any current or reasonably anticipated future risk from exposure to Site COCs in soil and/or groundwater. However, the perceived source area for the WWTP Area VOC groundwater plume is located on the western extent of Lot 1. The results of the WWTP Area plume stability analysis concluded that the plume (calculated as TCE equivalent) is decreasing in concentration and mass, while increasing in area and advancing downgradient along the predominant flow direction. Ongoing groundwater monitoring and trend analysis suggest that there is a statistically significant increasing trend in the concentration of vinyl chloride at the tail margin of the WWTP Area plume (MW-4, MW 64, MW 80, and MW 88) as a result of ongoing natural attenuation of TCE and cis-1,2-DCE and at bedrock monitoring well MW 83, where the Unit 4 clay loam confining layer is absent. As such, Corrective Measures alternatives for the WWTP Area VOC groundwater plume originating at Lot 1 have been evaluated as discussed in Section 7.

6.2 Plant 6

There were no AOIs, AOCs, and/or SWMUs identified at former Plant 6. The former Plant 6 property was sold by GMC soon after related manufacturing operations ceased in 1997. The WWTP Area VOC groundwater plume extends beneath the former Plant 6 property and the closest monitoring wells to the former Plant 6 building exceed IDEM's default CIV criterion for vinyl chloride. In March 2019, a vapor investigation was conducted at former Plant 6 which included a building survey, the installation of two sub-slab vapor probes, and soil vapor and indoor air sampling. The soil vapor intrusion investigation results provided sufficient evidence to support a conclusion that exposure via vapor intrusion at the former Plant 6 building, if occurring at all, does not pose an unacceptable commercial/industrial or residential risk and should not warrant further investigation or remediation (GHD, June 2019).

6.3 Plant 9

In February 2011, a vapor intrusion investigation was conducted at and near the former Plant 9 building and included advancement of boreholes, collection of groundwater grab samples, instrumentation of boreholes as soil vapor probes and the collection of simultaneous soil vapor, sub-slab vapor, and indoor air samples for VOC analysis in accordance with Vapor Intrusion Study Work Plan (CRA, July 2010). To assess the current potential for vapor intrusion within the former Plant 9 building, the March 2019 vapor investigation included a building survey, the installation of three sub-slab vapor probes, and soil vapor and indoor air sampling within the former Plant 9 building. The 2011 and 2019 vapor intrusion investigation results provided sufficient evidence to support a conclusion that exposure via vapor intrusion at the former Plant 9 building, if occurring at all, is insignificant and should not warrant further investigation or remediation.

Corrective Measures proposed for the Lot 1 groundwater (i.e., WWTP Area) will incorporate the Plant 9 portion of the WWTP Area VOC groundwater plume as discussed in Section 7.



6.4 Tract B (South) – South Court Area

Tract B (South) is currently a vacant property free of any structures. PAHs and TCE are detected in soil at concentrations that exceed human direct contact exposure criteria for commercial/industrial and/or construction/utility workers. There is currently at least two feet of suitable soil cover above the PAH and TCE soil impacts in the South Court Area, which acts as an existing barrier to direct contact to soil impacts. Corrective Measures are proposed for Tract B (South) soils as discussed in Section 7.

Tract B (South) includes the source area for the South Court area VOC groundwater plume. The results of the South Court plume stability analysis concluded that, while there is sufficient evidence of natural degradation occurring, there is likely an on-going source of TCE contributing to dissolved TCE in the South Court area groundwater and there is sufficient TCE mass in the soils to account for the observed groundwater concentrations. The analysis presented scatter plots of planar plume areas, average plume concentrations, and plume masses in the South Court area between June 2008 and October 2014. The results indicated that there has been little change to the planar plume area, average concentration, and plume mass in the South Court area despite the presence of degradation products. This suggests that the South Court area plume is stable (i.e., not expanding). Corrective Measures are proposed for the Tract B (South) groundwater as discussed in Section 7.

6.5 Off-Site Groundwater

South Court Area

The South Court area groundwater plume is contained on-Site with the exception of the southern extent of the plume that extends beneath the CSX railway tracks to at least MW 49. There are no current unacceptable risks due to groundwater exposure beneath the CSX railway property as there are no occupied structures and no current, or anticipated groundwater use for any purpose.

Land use downgradient of MW 49 includes occupied residential dwellings, some of which include potable water wells. Monitoring at MW 89-11, upgradient of the occupied residential dwellings, indicates that there is no unacceptable risk due to vapor intrusion and residential vapor inhalation. Residential well sampling completed in 2000 and 2017 indicate that residential water wells are free of impacts above residential cleanup objectives for Site COCs.

Corrective Measures proposed for the Tract B (South) groundwater will incorporate the off-Site portion of the South Court area VOC groundwater plume and are described in Section 7.

WWTP Area

The WWTP Area VOC groundwater plume is perceived to originate in the area of the former WWTP and extends off-Site beneath the CSX railway tracks south of the Site, and further south beneath the Meadowbrook Golf Course. There are no current unacceptable risks due to groundwater exposure at the CSX railway property as there are no occupied structures and no current, or anticipated groundwater use for any purpose.

The Meadowbrook Golf Course is zoned for industrial land use and is located within a flood plain making redevelopment unlikely. The only routinely occupied structure on the golf course property is



the club house, located downgradient of the extent of the WWTP Area VOC groundwater plume. Groundwater at, in, or under the property at the Meadowbrook Golf Course is currently not used for any purpose, including potable and non-potable use. As such, there is no current unacceptable risks due to groundwater exposure at the Meadowbrook Golf Course.

Corrective Measures proposed for the Lot 1 groundwater (i.e., WWTP Area) will incorporate the off-Site portion of the WWTP Area VOC groundwater plume and are discussed in Section 7.

6.6 Off-Site Surface Water

Surface water at the Meadowbrook Golf Course is used for grass irrigation purposes. Routine surface water monitoring suggests that cis-1,2-DCE, trans-1,2-DCE and vinyl chloride are detected at surface water monitoring locations Pond North and Pond Intake. In 2019 GHD completed an Evaluation of Pond Surface Water Analytical Data for the Meadowbrook Golf Course (GHD, December 17, 2019). The results of the evaluation indicated that there is not a current risk to ecological or human health by using the pond water for irrigation or other non-potable purposes (Appendix D).

7. Corrective Measures Alternatives

7.1 Assumptions and Considerations

The following assumptions were relied upon when assessing corrective measures alternatives:

- The approved RHHRA (including Addenda 1 and 2) and associated cleanup objectives are currently applicable and will remain applicable throughout the implementation of the final Corrective Measures.
- The restrictions stated in ERCs for Tract A, Tract B (North), Tract B (Central) Tracts C to F, Crawford Field, Lot 1 and former Plant 9 will remain in place and will form part of the final Corrective Measures.

On March 31, 2011, the RACER Trust became effective and now owns, and will conduct, manage, and fund cleanup at the 89 sites formerly owned by GMC and subsequently MLC, including the Site. Each of the 89 sites were allocated funds to conduct and manage cleanup activities. RACER Trust currently has approximately \$1,100,000 available to fund corrective action at the Site including implementation of corrective measures.

7.2 Lot 1 – WWTP Area VOC Groundwater Plume

Potential new sources to groundwater impacts were removed from the Site with the cessation of operations and building demolitions. This is supported by the results of the plume stability analysis which concluded that there does not appear to be a constant CVOC source in the unsaturated zone of the WWTP Area plume. Further, the analysis concluded that the TCE equivalent plume is decreasing in concentration and mass. However, the WWTP Area plume is increasing in area and advancing downgradient along the predominant flow direction.



The remedy for the WWTP Area VOC groundwater plume is focused on ensuring that groundwater does not pose a potentially unacceptable risk to current and future receptors at or near the Site. Based on the current extent of the plume and given land and/resource use restrictions currently in place, the potentially unacceptable risk to future groundwater receptors at or near the Site include:

- On-Site industrial/commercial vapor inhalation (Plant 6 and Plant 9 properties)
- Off-Site residential tap (off-Site private and municipal wells)
- Off-Site industrial/commercial vapor inhalation (CSX, Meadowbrook Golf Course, and properties north of former Plant 9)

Given the plume is expanding in area while decreasing in mass, contingency measures are also considered.

7.2.1 Alternative 1 - Monitored Natural Attenuation

Monitored natural attenuation (MNA) is a remedial approach that relies on natural subsurface mechanisms that are classified as either destructive or nondestructive. In certain circumstances, MNA can be sufficiently protective of human health and the environment. Biodegradation is the most important in-situ destructive mechanism, while the non-destructive mechanisms include sorption, dispersion, dilution, and volatilization. However, MNA has its inherent limitations and can require several years of monitoring. In order to support successful implementation of MNA at any given site, the U.S. EPA recommends that the site be thoroughly characterized and scientific evidence provided to demonstrate that the degradation of the site COCs is occurring at rates sufficient to be protective of human health and the environment. A weight-of-evidence approach can support the occurrence of MNA:

- Documented loss of chlorinated compounds in individual wells and along the flow path at the field scale
- Demonstrated production of degradation products
- Documented conditions conducive to biodegradation using geochemical analytical data
- Direct laboratory and field microbiological evidence for microbial biodegradation, if necessary

However, MNA is subject to many uncontrollable natural processes and site conditions, which make it slow and sometimes inadequate. Site conditions, such as nutrient concentration, redox potential, and pH can be manipulated to enhance MNA and speed up the degradation rates of the site contaminants.

Effectiveness

The August 2015 plume stability analysis concluded that there does not appear to be a constant TCE source in the unsaturated zone of the WWTP Area plume. The analysis concluded that TCE equivalent is decreasing in concentration and mass, while increasing in plume area advancing downgradient along the predominant flow direction. The WWTP plume appears to be expanding over time, and therefore, a MNA approach would require contingency measures at or upgradient from points of compliance.



Implementability

There are no barriers to implementation and operation of MNA at the Site. A monitoring well network exists, and can be used throughout the life of the monitoring program. Changes to COC concentrations or to geochemical conditions over time can be readily detected during the course of on-going monitoring.

There are no regulatory barriers to MNA implementation; MNA is widely-recognized as an appropriate remedy when a Site has demonstrated that natural attenuation of VOCs is occurring. State and federal agencies have approved MNA remedies at many similar sites.

Cost

The cost for MNA implementation is approximately \$20,000 annually. The Net Present Value (NPV) for this remedy, assuming 25 years and 2.0-percent for inflation and potential interest earned, is approximately \$500,000.

Timeline

The timeline is considered long-term (i.e., 25 years or greater).

7.2.2 Alternative 2 - Permeable Reactive Barrier

A permeable reactive barrier (PRB) is a passive treatment that relies on the natural flow of groundwater to bring contaminants to the reactive media. It is a permanent structure, rarely relocated or modified. When the contaminants make contact with the reactive media, chemical reactions take place to degrade or alter the contaminants and allowing treated groundwater to pass through. PRBs can also consist of lines of wells for injection of reactive media. Commonly used reactive media include zero valent iron (ZVI), zeolites, granular activated carbon (GAC), organic media, and proprietary substrates such as EHC, which is a mixture of iron and an organic substrate.

Effectiveness

PRBs are known to be effective in treating CVOCs in groundwater. However, PRBs are only efficient as a boundary control at the leading edge of the groundwater plume. In conventional trench type PRBs, the reactive medium must be more permeable than the surrounding soil matrix to ensure it is the preferred flow pathway. Hydraulic flow modeling is advisable to ensure that the barrier is not overtopped or bypassed. Inorganic contaminants can precipitate out in the PRB. The precipitation may cause the barrier material to become less reactive, reduce the hydraulic conductivity and result in clogging of the barrier or breakthrough of the plume.

If the plume advances and TCE and cis-1,2-DCE continue to degrade into vinyl chloride, there is a potential for a future vapor inhalation risk at properties north of West 29th Street and south of the Meadowbrook Golf Course. A PRB installed north of Plant 9 and/or south of the Meadowbrook Golf Course would be effective at mitigating these potential future risks.

Implementability

PRBs are permanent structures, rarely relocated or modified. The PRB wells or wall would need to be constructed across significant distances or constructed as a "funnel and gate" system, with a cut off wall to direct (funnel) groundwater through the reactive media (gate). Installation of a PRB may



be difficult if there are any above ground features restricting access. Also, there may be access issues if considering PRB installation on off-Site properties.

Cost

Based on the Site conditions, it is assumed that the PRB would extend to a depth of 40 feet bgs and that bedrock groundwater impacts, if any, would not be addressed. For cost estimating purposes, it has been assumed that a PRB would be required at either the north or south end of the plume and would extend from 300 to 600 feet long. Depending on the type of PRB selected, the upper limit cost to install, operate and monitor a PRB for 25 years would range between \$1,000,000 and \$5,000,000.

Timeline

The timeline is considered long-term (i.e., 25 years or greater).

7.2.3 Alternative 3 – Physical Containment with Groundwater Pump and Treat

Physical containment involves isolating impacted groundwater through the construction of physical barriers to reduce the likelihood of contaminated media reaching a potential receptor through a viable exposure pathway, such as ingestion or direct contact. Physical containment technologies include, but are not limited to, soil-bentonite (S-B) barrier walls, sheet pile cut off walls, grouting, or synthetic membranes. The specific type and size of the physical containment system varies and is dependent on the nature and extent of contaminants present, cleanup objectives, and available space to install the containment. Groundwater is extracted from within the contained area to prevent overtopping of the barrier. Groundwater is extracted using one or a series of extraction wells to assist in the recovery of dissolved phase contaminants. The recovered water is treated by either air stripping, sparging, and/or polished with carbon or clay prior to discharge.

Effectiveness

This remedy is effective provided there is a low permeable unit below the zone of groundwater impacts to key the barrier into to prevent flow of contaminants below the barrier. The process design requires detailed hydrogeological information such as groundwater flow, vertical and horizontal contaminant distribution profile, hydraulic conductivity, etc. Since the Unit 4 confining unit is not present across much of the WWTP Area plume and shallow bedrock is known to be water bearing, this low permeability unit is not likely present. Further, physical containment of the plume is unrealistic given its size (i.e., approximately 75 acres). As such, physical containment is not considered an effective remedy for the WWTP Area plume and is not considered further.

7.2.4 Alternative 4 – In-Situ Chemical Oxidation

In-situ chemical oxidation (ISCO) is an effective method for destroying localized high concentrations of a wide range of organic compounds, particularly chlorinated compounds. In an oxidation reaction, the oxidizing agent breaks the carbon bonds in the compounds and converts them into non-hazardous or less toxic compounds, primarily carbon dioxide, chloride and water. Commonly used oxidizing reagents include: potassium permanganate (KMnO₄); Fenton's Reagent (hydrogen peroxide in a solution of ferrous salts); catalyzed sodium persulfate, and ozone. The application of KMnO₄, Fenton's Reagent, and activated sodium persulfate involve simple methods and do not require the sophisticated equipment used in ozone treatment. KMnO₄ is easier to handle than



Fenton's Reagent, which is pH dependent and requires the use of ferrous salt as a catalyst for optimum performance. Sodium persulfate can be activated by high pH, heat, chelated metals, and hydrogen peroxide. Chelated metals catalysis does not create a very strong oxidant, and heat is difficult and costly to apply in the field; therefore, high pH and hydrogen peroxide are the preferred activators. KMnO_4 is effective for treatment of CVOCs that have carbon double bonds, including TCE, cis-1,2-DCE, trans-1,2-DCE, 1,1-dichloroethene (1,1-DCE), and vinyl chloride. Fenton's Reagent and activated sodium persulfate are very strong oxidants and can oxidize single carbon bonds; therefore, a wider range of compounds can be oxidized by these oxidants.

Effectiveness

ISCO has been shown to treat a wide range of contaminants, including the chlorinated solvent compounds present at the Site. The treatment performance is dependent largely on the soil chemistry. A critical factor in the evaluation of ISCO treatment is determining the dosages of oxidant that are required to effectively oxidize the compounds present (referred to as stoichiometric demand) as well as the competing reactions.

Implementability

The oxidant solution would be injected into the subsurface using direct push techniques creating multiple reaction zones in the direction of groundwater flow. Locations could be nested so that oxidant would be delivered to various depths in the saturated zone. However, GHD estimates that more than 1,000 wells or injection points would be required to provide adequate spacial coverage to treat the entire plume. Given the absence of an ongoing source area, the number of wells and/or injection points required and the fact that approximately 50 to 75 percent of the plume is beneath properties not currently owned by RACER Trust, ISCO would not be easily implemented and therefore is not considered further.

7.2.5 Alternative 5 – In-Situ Enhanced Biodegradation

In-situ enhanced biodegradation (ISEB) can be aerobic or anaerobic and is a treatment process whereby contaminants are metabolized into less toxic or non-toxic compounds by naturally occurring microorganisms. Indigenous microbes utilize hydrocarbon chains as a source of carbon and energy. In order to stimulate biological activity, biodegradation processes can be enhanced by the injection of nutrients, microbial cultures, suitable electron acceptors, and carbon/energy sources. Site conditions can be manipulated to enhance in-situ biodegradation processes and speed up degradation rates of site contaminants. In this process, several techniques can be applied to enhance biodegradation of the contaminants, such as:

- Injection of air, oxygen, oxygen release compound (ORC), or magnesium, calcium, or hydrogen peroxide to enhance biodegradation of the COCs under aerobic conditions.
- Injection of an organic substrate such as soy-lactate or HRC to stimulate enhanced biodegradation of certain compounds such as chlorinated volatile and aromatic compounds under anaerobic conditions.
- Nutrient supplementation with suitable sources of nitrogen and phosphorus to enhance biodegradation of contaminants by indigenous microbial population.



- Bioaugmentation by injection of microbial cultures to improve the effectiveness of the microbial population in degrading the compounds of concern.

One, or a combination of these techniques, can be applied, based on the groundwater conditions. Emulsified vegetable oil (EVO) can be used to enhance chlorinated solvent biodegradation under anaerobic conditions. Typically the groundwater becomes nutrient deficient during enhanced biodegradation, therefore, nutrient supplementation is considered. Bioaugmentation is used when the natural microbial population has been shown to be unable to degrade all the contaminants present or where it is considered necessary to augment the natural biodegradation process.

Effectiveness

ISEB has been shown to degrade chlorinated solvent compounds present at the Site to non-chlorinated end products. Treatability studies can be used to develop the proper reagent dosing and determine the need for bioaugmentation.

Implementability

Similar to ISCO, ISEB would not be easily implemented given the absence of an ongoing source area and the size and location of the groundwater plume. As such, ISEB is not considered further.

7.2.6 Alternative 6 – In-Situ Chemical Reduction

In-situ chemical reduction (ISCR) uses zero valent iron (ZVI) to dechlorinate organic compounds by creating reducing conditions as the Fe^{2+} is oxidized to Fe^{3+} . Under these conditions, a proton can replace a chlorine atom on organic molecules. ZVI may also stimulate anaerobic biodegradation and serve as a proton donor for reductive dechlorination. ZVI dechlorinates chlorinated compounds by replacing chlorine atoms with hydrogen atoms in a process known as reductive dechlorination.

Effectiveness

In-situ chemical reduction is known to be an effective method for destroying chlorinated compounds in groundwater. For ISCR treatment, a compound containing ZVI and an organic carbon source would be injected by direct push drilling technologies in multiple rows creating multiple reaction zones in the direction of groundwater flow. CVOCs would degrade to non-chlorinated end products as the groundwater passes through the reaction zones.

Implementability

Similar to ISCO and ISEB, ISCR would not be easily implemented given the absence of an ongoing source area and the size and location of the groundwater plume. As such, ISCR is not considered further.

7.2.7 Alternative 7 – Air Sparge/Soil Vapor Extraction

Air sparge (AS)/soil vapor extraction (SVE) has been implemented at many sites. During air sparging, the COCs are dissolved in the groundwater and are mobilized into the gaseous phase. The gaseous phase COCs are subsequently transported to the pore space in the vadose zone. The COCs are then collected by vacuum extraction techniques and either discharged to the atmosphere or treated aboveground. The injected air may be heated to enhance vaporization of less volatile, higher boiling point COCs.



Soil vacuum extraction is an in-situ process used to remove VOCs that are present in void spaces or sorbed/trapped to soil particles in vadose zone soil.

Effectiveness

AS/SVE is a well understood technology that has been successfully implemented at many sites and can significantly reduce volatile chemical concentrations present in groundwater and the vadose zone in as little as three to six months. It is most efficient in areas with high concentrations of contaminants. However, as the concentrations decrease it becomes less effective. Vinyl chloride is the predominant risk driver with a very low cleanup objective of between 0.0008 mg/L and 0.035 mg/L (i.e., 0.8 to 35 parts per billion). It is unlikely that AS/SVE can meet these very low cleanup objectives as a standalone technology.

Implementability

Air sparging is accomplished by the injection of air below the groundwater table and within the areas of contamination.

Vapor extraction is typically implemented by installing a network of vertical extraction wells nested in the unsaturated vadose zone soil material. Depending on the thickness of the vadose zone or lithology of the unsaturated deposits, a shallow and deep network of vacuum extraction wells can also be utilized where a low radius of influence may be anticipated. In cases where the vadose zone soil above the water table is less than 10 feet thick, SVE can still be implemented using horizontally installed extraction piping. Once the SVE well design and installation is complete, each vacuum extraction well is then connected to an individual or manifold blower system to remove the air from the subsurface. The vacuum not only draws vapors from the unsaturated zone, but it also decreases the soil void space pressure, thereby enhancing the release process for additional VOCs. The extracted air is either vented to the atmosphere or treated using a technology such as thermal oxidation or activated carbon adsorption, depending on the concentration level of COCs, which can be projected using a potential to emit (PTE) calculation.

Given that approximately 50 to 75 percent of the plume is beneath properties not currently owned by RACER Trust, AS/SVE would not be easily implemented. Also, given it is unlikely that AS/SVE can meet the very low cleanup objectives as a standalone technology, AS/SVE is not considered further.

7.2.8 Summary

The objectives for corrective measures that address groundwater in the vicinity of the WWTP Area are to:

- Prevent potable and non-potable groundwater use
- Prevent vapor inhalation exposure

The table below provides a summary of the corrective measures alternatives evaluation for the WWTP Area groundwater plume.

Alternative	Effectiveness	Implementability	Cost	Timeline	Considered Further
MNA	Moderate	Easy	Low	Long Term	Yes (Primary Remedy)



Alternative	Effectiveness	Implementability	Cost	Timeline	Considered Further
PRB Wall	High	Moderate	High	Long Term	Yes (Possible Contingency Measure)
Containment	Very Low	Not considered further due to low potential for effectiveness			
ISCO	High	Difficult	Not considered further due to implementation challenges		
ISEB	High	Difficult	Not considered further due to implementation challenges		
ISCR	High	Difficult	Not considered further due to implementation challenges		
AS/SVE	Moderate	Difficult	Not considered further due to implementation challenges and effectiveness to achieve very low cleanup objectives		

7.3 Tract B (South) – South Court Area

Remaining PAH and TCE soil impacts have the potential to represent an unacceptable risk due to human direct contact (i.e., industrial/commercial and/or construction/utility worker). As such, the remedy for Tract B (South) will include measures to mitigate the potential for soil direct contact. PAH and TCE impacted areas are shown on Figure 20. There is currently at least two feet of suitable soil cover above the PAH and TCE soil impacts in the South Court Area, which acts as an existing barrier to direct contact to soil impacts.

The results of the South Court plume stability analysis concluded that, while there is sufficient evidence of natural degradation occurring, there is likely an on-going source of TCE contributing to dissolved TCE in the South Court area groundwater and there is sufficient TCE mass in the soils to account for the observed groundwater concentrations. However, the results also indicated that there has been little change to the planar plume area, average concentration, and plume mass in the South Court area despite the presence of degradation products. This suggests the plume is stable/not expanding.

It has been determined through groundwater sampling and risk assessment, that the remaining groundwater impacts do not pose a current unacceptable risk to on- or off-Site receptors. As such, the remedy for the South Court area VOC groundwater plume is focused on ensuring that groundwater does not pose a potentially unacceptable risk to future receptors at or near the Site.

Based on the current extent of the plume, plume stability, and given land and/resource use restrictions currently in place, the potentially unacceptable risk to future groundwater receptors at or near the Site include:

- On-Site industrial/commercial vapor inhalation (Tract B [Central/South])
- Off-Site industrial/commercial vapor inhalation if occupied structures were to be constructed (CSX property)

7.3.1 Groundwater Alternative 1 - Monitored Natural Attenuation

A description of the MNA remedy is provided in Section 7.2.1.



Effectiveness

Years of MNA monitoring data at the Site has demonstrated that natural attenuation of VOCs is occurring in the South Court plume. The plume stability analysis concluded that there has been little change to the plume area, average concentration, and/or plume mass. This indicates the plume is stable/not expanding. Therefore, MNA is considered an effective remedy for the South Court plume.

Implementability

There are no barriers to implementation and operation of MNA at the Site; an adequate monitoring well network exists, and can be used throughout the life of the monitoring program. Changes to COC concentrations or to geochemical conditions over time can be readily detected during the course of on-going monitoring.

There are no regulatory barriers to MNA implementation; MNA is widely-recognized as an appropriate remedy when a Site has demonstrated that natural attenuation of VOCs is occurring. State and federal agencies have approved MNA remedies at many similar sites.

Cost

The cost for MNA implementation is approximately \$15,000 annually. The NPV for this remedy, assuming 10 years and 2.0% for inflation and potential interest earned, is approximately \$150,000. After ten years of monitoring, a Monitored Natural Attenuation report will be completed to further demonstrate that the plume is stable/not expanding and that there are no future potential off-Site risks.

Timeline

Based on the historical data set, the timeline for this remedy is considered medium-term (i.e., 10 years).

7.3.2 Groundwater Alternative 2 - Permeable Reactive Barrier

A description of the PRB remedy is provided in Section 7.2.2.

Effectiveness

A description of the general effectiveness of a PRB remedy is provided in Section 7.2.2.

There is no current risk to receptors from the South Court VOC groundwater plume and the plume is stable/not expanding. Given the PRB remedy relies on migration of contaminants, the PRB is not considered an effective remedy for the South Court and is not considered further.

7.3.3 Groundwater Alternative 3 – Physical Containment with Groundwater Pump and Treat

A description of the physical containment remedy is provided in Section 7.2.3.

Effectiveness

A description of the general effectiveness of a physical containment remedy is provided in Section 7.2.3.



There is no current risk to receptors from the South Court VOC groundwater plume and the plume is stable/not expanding. Given the plume is stable/not expanding and containment of the plume has already been achieved, physical containment would not provide any technical benefit. As such, this remedy is not considered further.

7.3.4 Soil and Groundwater Alternative 4 – In-Situ Chemical Oxidation

A description of the in-situ chemical oxidation remedy is provided in Section 7.2.4.

Effectiveness

ISCO has been shown to treat a wide range of contaminants, including the PAHs in soil and chlorinated solvent compounds present in soil and groundwater in the South Court area and associated plume. The treatment performance is dependent largely on the soil chemistry. A critical factor in the evaluation of ISCO treatment is determining the dosages of oxidant that are required to effectively oxidize the compounds present (referred to as stoichiometric demand) as well as the competing reactions. It is also critical that oxidant make good contact with the soil and groundwater to be treated. The presence of groundwater assists with the dispersion of oxidant into groundwater and saturated soil, however for vadose zone soil high volumes of oxidant must be injected through closely spaced injection points over multiple injection events. Mixing the oxidant directly into vadose zone soil is also effective.

Implementability

The oxidant solution would be injected into the subsurface using direct push techniques. The area within the 1.0 mg/L TCE contour would be targeted. Based on this area (Figure 17), approximately 65 injection points spaced 30 feet apart would be used. Oxidant would be injected through the water bearing zone. Vadose zone soil would be treated by soil mixing. Sodium persulfate and Portland cement would be mixed into the vadose zone soil using an auger.

Cost

The cost to implement this soil and groundwater remedy is approximately \$2,500,000.

Timeline

The timeline is considered short-term (i.e., 2-3 years).

7.3.5 Soil and Groundwater Alternative 5 – In-Situ Enhanced Biodegradation

A description of the in-situ enhanced biodegradation remedy is provided in Section 7.2.5.

Effectiveness

A description of the general effectiveness of an in-situ enhanced biodegradation remedy is provided in Section 7.2.5.

ISEB has been shown to degrade chlorinated solvent compounds present at the Site to non-chlorinated end products. Chlorinated solvents degrade under anaerobic conditions, therefore a carbon source such as EVO would be injected into saturated soil and groundwater to create



anaerobic conditions in this zone. It is very difficult to create and sustain anaerobic conditions in the vadose zone therefore ISEB would not be effective for soil chlorinated solvent impacts.

PAHs degrade under aerobic conditions therefore the addition of air/oxygen would be required in the area of PAH soil impacts. Treatability studies can be used to develop the proper reagent dosing and determine the need for bioaugmentation.

Implementability

EVO solution would be injected into saturated soil and groundwater using direct push techniques or injection wells. The area within the 1.0 mg/L TCE contour would be targeted using 65 injection points spaced 30 feet apart. EVO, nutrients and a microbial inoculum (if required) would be injected through the water bearing zone. The creation of anaerobic conditions in the vadose zone is not practical and therefore vadose zone soil containing chlorinated solvents cannot be treated.

Cost

The estimated cost for treatment of saturated soil and groundwater within the 1.0 mg/L contour and for treatment of PAH soil impacts is \$900,000 to \$1,200,000. However, vadose zone CVOC soil impacts would not be treated.

Timeline

The timeline is considered short-term (i.e., 3-5 years).

7.3.6 Soil and Groundwater Alternative 6 – In-Situ Chemical Reduction

A description of the in-situ chemical reduction remedy is provided in Section 7.2.6.

Effectiveness

A description of the general effectiveness of an in-situ chemical reduction remedy is provided in Section 7.2.6.

In-situ chemical reduction is known to be an effective method for destroying chlorinated compounds in groundwater. For ISCR treatment of chlorinated solvents in saturated soil and groundwater a compound containing ZVI and an organic carbon source would be injected by direct push drilling technologies. CVOCs would degrade to non-chlorinated end products. For ISCR treatment of chlorinated solvents in vadose zone soil a product containing ZVI would be injected or mixed into the soil.

ISCR would not be effective for the treatment of PAH impacted soils.

Implementability

ISCR treatment of the chlorinated solvent area would be targeted to the area within the 1.0 mg/L TCE contour. An injectable ZVI product such as emulsified ZVI (EZVI) would be injected by direct push technologies. Approximately 150 injection points spaced 20 feet apart would be used. EZVI would be injected through the water bearing zone and ZVI would be mixed into vadose zone soil using an auger.



Cost

The estimated cost for treatment of saturated soil and groundwater within the 1.0 mg/L contour and for treatment of vadose zone soil containing chlorinated solvents is \$6,000,000. Vadose zone soil containing PAH would not be treated.

Timeline

The timeline is considered short-term (i.e., 2-3 years).

7.3.7 Soil and Groundwater Alternative 7 – Air Sparge/Soil Vapor Extraction

A description of the air sparge/soil vapor extraction remedy is provided in Section 7.2.7.

Effectiveness

AS/SVE is a well understood technology that has been successfully implemented at many sites and can significantly reduce volatile chemical concentrations present in groundwater and the vadose zone in as little as three to six months. It is most efficient in areas with high concentrations of contaminants. However, as the concentrations decrease it becomes less effective. Vinyl chloride is the predominant risk driver with a very low cleanup objective of between 0.0008 mg/L and 0.035 mg/L (i.e., 0.8 to 35 parts per billion). It is unlikely that AS/SVE alone can meet these very low cleanup objectives. However AS/SVE would be effective in reducing the contaminant mass of chlorinated solvent and in potentially eliminating the source from vadose zone soil. Therefore AS/SVE could be implemented as a primary technology, but polishing using a technology such as ISEB would likely be required to meet the low cleanup objectives for vinyl chloride.

PAH soil impacts would not be volatilized without heating of the soil, therefore AS/SVE is not an effective remedy for PAH impacted soils.

Implementability

A description of the implementability of an air sparge/soil vapor extraction remedy is provided in Section 7.2.7.

Cost

The estimated cost for AS/SVE treatment and ISEB polishing of groundwater within the 1.0 mg/L contour and for treatment of CVOC vadose zone soil impacts is \$1,400,000 to \$1,800,000. However, vadose zone soil containing PAH impacts would not be treated.

Timeline

The timeline for AS/SVE would be short-term (i.e., 1-2 years), followed by 2-3 years of polishing.

7.3.8 Soil Alternative 8 – Landfarming

Landfarming is an aboveground bioremediation technique capable of reducing the concentration of contaminants through biodegradation, photodegradation and volatilization processes. Landfarming of contaminated soil involves the excavation of impacted soil and application of the soil into soil treatment beds with depths ranging from 12–18 inches. The soil is tilled and mixed regularly. The soil should be kept moist, but not saturated, as oversaturation reduces the ability of air to flow within



the subsurface. The ideal moisture range for soil is around half of the water holding capacity. A water management system should be in place to divert any stormwater. Landfarming can be performed using cells or earthen berms or ditches, and retention ponds can be implemented to control the flow of excess water.

Effectiveness

This technology would be effective for the treatment of excavated soil but would not treat residual concentrations in groundwater. Chlorinated compounds would be volatilized and photodegraded and PAHs would be biodegraded.

Implementability

This remedy would require excavation of the approximately 12,000 cubic yards of soil from the impacted areas shown on Figure 20 and regular tilling. Excavation of soil below the water table would require shoring and pumping of groundwater therefore this technology would only be implementable for vadose zone soils. Soil vapor control may be required. Another technology would be required to remediate saturated soil and groundwater.

Cost

The approximate cost for this remedy including excavation of impacted vadose zone soil and landfarming treatment is \$1,800,000 to \$2,500,000. However, saturated soil and groundwater impacts would not be treated.

Timeline

The timeline is considered short-term (i.e., 2 years).

7.3.9 Soil Alternative 9 – Soil Excavation and off-Site Disposal

Soil excavation involves the removal of impacted or contaminated surface and subsurface soil, loading, transportation, and disposal at an approved off Site facility.

Effectiveness

Excavation would be an effective method to reduce and potentially eliminate vadose zone soil impacts at the Site. Soil excavation is not considered to remediate saturated soil and groundwater as significant dewatering efforts would be required.

Implementability

Based on the determined extent of the soil excavation (12,000 cubic yards), soil is removed using earth moving equipment and subsequently loading the impacted soil into trucks. The trucks then transport the excavated materials with the proper United States Department of Transportation (USDOT) signage and manifests. Due to the operation of heavy equipment on-Site, as well as the potential for CVOCs to volatilize during excavation, air monitoring requirements would be necessary to evaluate the potential exposure risk to on-Site workers as well as potential off-Site receptors. The excavated soil would then be transported to an approved disposal facility, and disposed of in an appropriate manner.



Cost

The approximate cost for excavation and disposal of vadose zone soil is \$2,500,000 to \$3,000,000. However, saturated soil and groundwater impacts would not be treated.

Timeline

The timeline is considered short-term (i.e., 2 years).

7.3.10 Soil Alternative 10 – Soil Cover

Soil cover can be applied as an engineering control to control direct contact exposure to surface contamination and to prevent surface water infiltration and subsurface migration of contamination. Top cover material could include existing vegetation/topsoil, asphalt, concrete, gravel wood chips or a flexible membrane line above a sand, silt or clay base layer.

Effectiveness

Soil cover is an effective method to eliminate direct contact to soil impacts. There is currently a layer of vegetation and at least two feet of suitable soil cover above the PAH and TCE soil impacts in the South Court Area, which is consistent with IDEM's 2013 Engineering Control: Covers Guidance Document.

Implementability

This alternative is very easy to implement as there is currently at least two feet of suitable soil cover above the PAH and TCE soil impacts in the South Court Area.

Cost

There is no cost to implement this alternative.

Timeline

This alternative is currently in place as there is a suitable soil cover above the PAH and TCE soil impacts in the South Court Area.

7.3.11 Summary

The objectives of the corrective measures to address soil and groundwater in the vicinity of the Tract B (South) – South Court Area are to:

- Prevent soil human direct contact
- Prevent vapor inhalation exposure

The table below provides a summary of the corrective measures alternatives evaluation for Tract B (South) – South Court Area soil and groundwater impacts.

Alternative	Effectiveness			Implementability	Cost	Timeline	Considered Further
	Vadose Zone Soil	Saturated Soils	Groundwater				
MNA	Low	Low	High	Easy	Low	Medium Term	Yes (Primary Remedy)
PRB Wall	NA	NA	Very Low	Not considered further due to low potential for effectiveness			



Alternative	Effectiveness			Implementability	Cost	Timeline	Considered Further
	Vadose Zone Soil	Saturated Soils	Groundwater				
Containment	NA	NA	Very Low	Not considered further due to low potential for effectiveness			
ISCO	High	High	High	Easy	High	Short Term	No (Cost Prohibitive)
ISEB	Low	Moderate	Moderate	Easy	High	Short Term	No (Cost Prohibitive)
ISCR	Low	Moderate	Moderate	Easy	High	Short Term	No (Cost Prohibitive)
AS/SVE	Low	Moderate	Moderate	Moderate	High	Short Term	No (Cost Prohibitive)
Landfarming	Moderate	NA	NA	Moderate	High	Short Term	No (Cost Prohibitive)
Soil Excavation and Disposal	High	NA	NA	Easy	High	Short Term	No (Cost Prohibitive)
Soil Cover	High	High	Low	Very Easy	None	Currently in Place	Yes

8. Final Corrective Measures

The following final corrective measures for the Site are proposed:

8.1 Lot 1 – WWTP Area VOC Groundwater Plume

Alternative 1 – Monitored Natural Attenuation is proposed as the final corrective measure for the WWTP Area VOC Groundwater Plume.

Given the WWTP plume is expanding, contingency measures are also contemplated. In the future, if monitoring results conclude that there is a potential off-Site risk, additional activities and/or remedial options will be evaluated in consultation with IDEM and affected property owner(s) at that time. The additional activities could include installation and sampling of off-Site monitoring wells, off-Site residential well surveys and sampling, soil vapor assessments, soil vapor mitigation, and/or the installation of a PRB. Also, the future land use of potential off-Site receptors will continue to be monitored (i.e., CSX and Meadowbrook Golf Course).

8.2 Tract B (South) – South Court Area

Alternative 1 – Monitored Natural Attenuation is proposed as the corrective measure for the Tract B (South) – South Court Area Groundwater Plume. Ten years of groundwater monitoring is proposed. After ten years of monitoring, a Monitored Natural Attenuation report will be completed to further demonstrate that the plume is stable/not expanding and that there are no future potential off-Site risks.

There is currently at least two feet of suitable soil cover above the PAH and TCE soil impacts in the South Court Area, as such no additional corrective measure is proposed to remediate soil impacts with the exception of proposed environmental restrictions.

Following CMP approval, the ERC for Tract B (South) will include, at minimum, the following restrictions to mitigate soil and groundwater impacts in the AOC 1 - South Court Area:

- Prohibits Residential Land Use
- Prohibits Agricultural Land Use



- Prohibits Groundwater Extraction and Use for Any Purpose
- Requires Maintenance of Soil Cover
- Requires Vapor Mitigation in Future Dwellings or Work Spaces
- Prohibits Interference with Monitoring Well Network and Groundwater Monitoring
- Soil Management

8.3 Remedy Decision Factors

8.3.1 Overall Protection

Potential new sources to groundwater impacts were removed from the Site with the cessation of operations and building demolitions. The selected remedy for the WWTP Area VOC groundwater plume is focused on ensuring that groundwater does not pose a potentially unacceptable risk to current and future receptors at or near the Site. Monitored Natural Attenuation is proposed as the primary corrective measure for the WWTP Area VOC Groundwater Plume. Given the plume is expanding, contingency measures are also contemplated. In the future, if monitoring results conclude that there is a potential new off-Site risk, additional activities and/or remedial options will be evaluated in consultation with IDEM and affected property owner(s) at that time.

Remaining PAH and TCE soil impacts in the South Court Area have the potential to represent an unacceptable risk due to human direct contact, although there is currently at least two feet of suitable soil cover above the PAH and TCE soil impacts. As such additional corrective measures proposed for soil impacts are limited to environmental restrictions.

The results of the South Court plume stability analysis indicated that there has been little change to the planar plume area, average concentration, and plume mass in the South Court. This suggests the plume is stable/not expanding. It has been determined through groundwater sampling and risk assessment, that the remaining groundwater impacts do not pose a current unacceptable risk to on- or off-Site receptors. As such, the remedy proposed for the South Court area VOC groundwater plume focused on ensuring that groundwater does not pose a potentially unacceptable risk to future receptors at or near the Site. Monitored Natural Attenuation is proposed as the corrective measure for the Tract B (South) – South Court Area Groundwater Plume. Ten years of groundwater monitoring is proposed. After ten years of monitoring, a Monitored Natural Attenuation report will be completed to further demonstrate that the plume is stable/not expanding and that there are no future potential off-Site risks. Given plume stability, proposed environmental restrictions, and current extent of the plume, the final corrective measures are considered protective of current and reasonably anticipated future receptors at and near the Site.

8.3.2 Attainment of Media Cleanup Standards

The proposed final corrective measures will have minimal impact on reducing the concentrations at the WWTP Area VOC Groundwater Plume and the South Court Area; however, VOC concentrations will be monitored and if monitoring results conclude that there is a potential new off-Site risk, additional activities and/or remedial options will be evaluated at that time.



8.3.3 Controlling the Source of Releases

The final corrective measure does not control the source of the plumes, but rather monitors the plume attenuation. Institutional controls that eliminate groundwater extraction will help to mitigate any potential for exacerbating migration.

8.3.4 Compliance with Applicable Standards for Waste Management

No wastes will be generated as part of the final corrective measures, with the exception of any investigation- and monitoring-derived wastes. All waste will be handled compliant with applicable standards.

8.3.5 Long-Term Reliability and Effectiveness

Implementation of the Monitored Natural Attenuation programs, the contingency for the WWTP plume, and institutional controls will be effective in the long term in mitigating soil and groundwater impacts on- and off-Site.

8.3.6 Reduction of Toxicity, Mobility, or Volumes of Wastes

The results from the Monitored Natural Attenuation sampling programs will be used to verify the reduction in the mass and/or mobility of the Site constituents.

8.3.7 Short-Term Effectiveness

The application of existing and future institutional controls will offer immediate effectiveness. Monitored Natural Attenuation at the South Court Area plume is effective in the short term. Monitored Natural Attenuation with a contingency for the WWTP plume is effective in the short term. If monitoring results conclude that there is a potential new off-Site risk, the contingency will be implemented.

8.3.8 Costs

The approximate costs for each final corrective measure are provided in Section 9.1. The most cost-effective option is to incorporate existing controls with Monitored Natural Attenuation and additional institutional controls. Monitored natural attenuation is the only alternative that aligns with the available funding while still being protective of human health and the environment.

8.3.9 Sustainability

The proposed corrective measures have limited energy and water requirements, air emissions, material consumption, and waste generation.

9. Cost Estimates and Schedule

9.1 Cost Estimates

The following table summarizes the approximate costs for each final corrective measure. The actual cost for each activity will be based on IDEM approved work plans.



Task	Activity	Cost Estimate
1	Lot 1 – WWTP Area VOC Groundwater Plume – MNA Monitoring	\$20,000/year \$500,000 (25 years)
2	Lot 1 – WWTP Area VOC Groundwater Plume – Contingency	Unknown ⁽¹⁾
3	Tract B (South) – South Court Area – MNA Monitoring	\$15,000/year \$150,000 (10 years)
4	Tract B (South) – South Court Area – Development of ERC	\$5,000
Total:		\$655,000

Notes:

- (1) The cost estimate for the Lot 1 – WWTP Area VOC Groundwater Plume – Contingency is unknown and is dependent on when the contingency is required and what is involved (i.e., investigation or remedial efforts).

9.2 Schedule

The following table summarizes the anticipated completion date for each final corrective measure.

Task	Activity	Anticipated Completion
1	Lot 1 – WWTP Area VOC Groundwater Plume – MNA Monitoring	Ongoing
2	Lot 1 – WWTP Area VOC Groundwater Plume – Contingency	Unknown ⁽¹⁾
3	Tract B (South) – South Court Area – MNA Monitoring	Ten years following CMP Approval
4	Tract B (South) – South Court Area – Development of ERC	3 months following CMP Approval

Notes:

- (1) The completion date for the Lot 1 – WWTP Area VOC Groundwater Plume – Contingency is unknown and is dependent on when the contingency is required.

10. References

AECOM, January 31, 2012, 2011 Annual Groundwater Monitoring Report, Motors Liquidation Company, Dr. Martin Luther King Jr. Boulevard Site, Anderson, Indiana.

Brown, Stephen E, Marni Lynne Dickson, and N.K. Bleuer, 2003, Glacial Geology of the Lafayette (east half) and Muncie (west half) 20 x 60 minute Quadrangles, Indiana: Indiana Geological Survey Open-File Study 03 16.

Conestoga-Rovers & Associates, September 20, 2005, Interim Site-Wide Groundwater Monitoring Plan, General Motors Corporation, Anderson, Indiana.

Conestoga-Rovers & Associates, October 2013, Refined Human Health Risk Assessment and Derivation of Site-Specific Risk-Based Screening Levels, MLK Facility, Anderson, IN. IDEM.

Conestoga-Rovers & Associates, January 2014, 2013 Annual Monitoring Report, MLK Facility, Anderson, IN. IDEM.



Conestoga-Rovers & Associates, June 2014, Final RFI Report, MLK Facility, Anderson, IN. IDEM.

Conestoga-Rovers & Associates, February 2015, 2014 Annual Monitoring Report, MLK Facility, Anderson, IN. IDEM.

Earth Tech, July 2, 1997, Resource Conservation and Recovery Act Facility Investigation Work Plan, General Motors Corporation, Anderson, Indiana, Revision 2, amended October 14, 1997.

Earth Tech, March 30, 2005, RCRA Facility Investigation (RFI) Stage II Data Report, General Motors Corporation Dr. Martin Luther King Jr. (MLK) Boulevard Facility, Anderson, Indiana.

Earth Tech, July 27, 2006, Interim Measures Work Plan, Production Well Abandonment, General Motors Corporation Dr. Martin Luther King Jr. (MLK) Boulevard Facility, Anderson, Indiana.

Earth Tech, November 16, 2007, Production Well Abandonment at MLK Boulevard Property, memo.

Earth Tech, January 31, 2008, Annual Groundwater Monitoring Report, General Motors Corporation, Martin Luther King Boulevard Site, Anderson, Indiana.

Earth Tech, March 31, 2008, Site-Wide Groundwater Monitoring Plan, General Motors Corporation, Martin Luther King Boulevard Site, Anderson, Indiana.

Earth Tech and ENVIRON, January 31, 2007, 2006 Annual Ground Water Report, General Motors Corporation, Martin Luther King Boulevard Site Anderson, Indiana.

Earth Tech and ENVIRON, September 28, 2007, Final RFI Report, General Motors Corporation, Anderson, Indiana, Revised.

FEMA, February 16, 1994, Flood Insurance Rate Map, Community-Panel Number 180160 0004 C.

GHD, August 12, 2015, Supplemental Analysis in Support of CMP, MLK Facility, Anderson, IN. IDEM.

GHD, January 28, 2016, 2015 Annual Monitoring Report, MLK Facility, Anderson, IN. IDEM.

GHD, August 3, 2016, Chromium Groundwater Investigation Report of Findings, MLK Facility, Anderson, IN. IDEM.

GHD, January 31, 2017, 2016 Annual Monitoring Report, MLK Facility, Anderson, IN. IDEM.

GHD, December 7, 2017, Residential Well Sampling Report of Findings, MLK Facility, Anderson, IN. IDEM.

GHD, January 31, 2018, 2017 Annual Monitoring Report, MLK Facility, Anderson, IN. IDEM.

GHD, January 31, 2019, 2018 Annual Monitoring Report, MLK Facility, Anderson, IN. IDEM.

GHD, March 19, 2019, Bedrock Groundwater Investigation Report of Findings, MLK Facility, Anderson, IN. IDEM.

GHD, June 17, 2019, Former Plant 6 and Plant 9 Soil Vapor Investigation Report of Findings, MLK Facility, Anderson, IN. IDEM.



GHD, December 17, 2019, Evaluation of Meadowbrook Golf Course Pond Surface Water Analytical Data, MLK Facility, Anderson, IN. IDEM.

GHD, January 24, 2020, 2019 Annual Monitoring Report, MLK Facility, Anderson, IN. IDEM.

Indiana Department of Environmental Management (IDEM), February 15, 2001, Risk Integrated System of Closure, Technical Guide.

IDEM, Remediation Closure Guidance, March 22, 2012.

Gibbons, R.D., 1994. Statistical Methods for Groundwater Monitoring. New York: John Wiley & Sons, Inc.

United States Geological Survey (USGS), 2002. Statistical Methods in Water Resources. By D.R. Helsel and R.M. Hirsch. Chapter A3 of Book 4, Hydrologic Analysis and Interpretation in Techniques of Water Resources Investigations of the United States Geological Survey. [Available at <http://pubs.usgs.gov/twri/twri4a3/>].

U.S. EPA, February 2006. Data Quality Assessment: Statistical Methods for Practitioners (EPA QA/G-9S). Office of Environmental Information, United States Environmental Protection Agency, Washington D.C. EPA/240/B-06/003.

U.S. EPA, March 2009. Statistical Analysis of Groundwater Monitoring Data at RCRA Facilities – Unified Guidance. Office of Resource Conservation and Recovery, Program Implementation and Information Division, United States Environmental Protection Agency Washington DC. EPA 530 R-09-007.

U.S. EPA, September 2013. ProUCL Version 5.0.00 Technical Guide. United States Environmental Protection Agency, Office of Research and Development, Washington DC. EPA/600/R 07/041.

U.S. EPA. 1998. Technical Protocol for Evaluating Natural Attenuation of Chlorinated Solvents in Ground Water, Office of research and Development, Washington, DC. EPA/600/R 98/128.

Weidemeier, T. H., Rifai H. S., Newell C. J., and Wilson J. T., 1999. Natural Attenuation of Fuels and Chlorinated Solvent in the Subsurface, John Wiley & Sons, Inc., New York, NY.



All of Which is Respectfully Submitted,

GHD

A handwritten signature in blue ink that reads "Robert Catallo".

Robert Catallo, B.Sc.

A handwritten signature in blue ink that appears to read "Shannon Richardson".

Shannon Richardson, B.Sc.



about GHD

GHD is one of the world's leading professional services companies operating in the global markets of water, energy and resources, environment, property and buildings, and transportation. We provide engineering, environmental, and construction services to private and public sector clients.

Robert Catallo

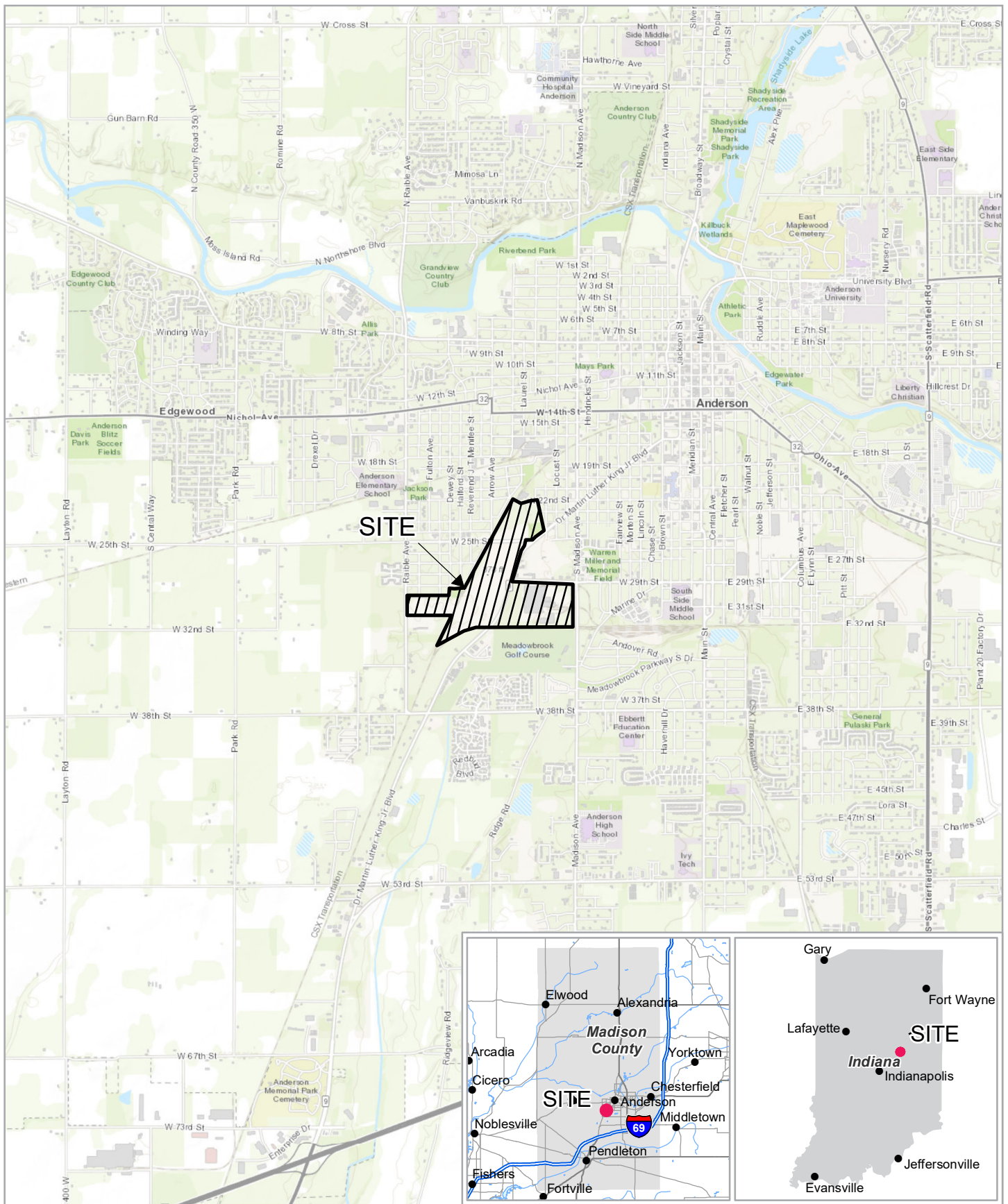
Robert.catallo@ghd.com
905.682.0510

Shannon Richardson

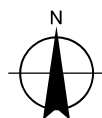
Shannon.richardson@ghd.com
905.682.0510

www.ghd.com

Figures



Paper Size ANSI A
0 0.2 0.4 0.6 0.8
Miles



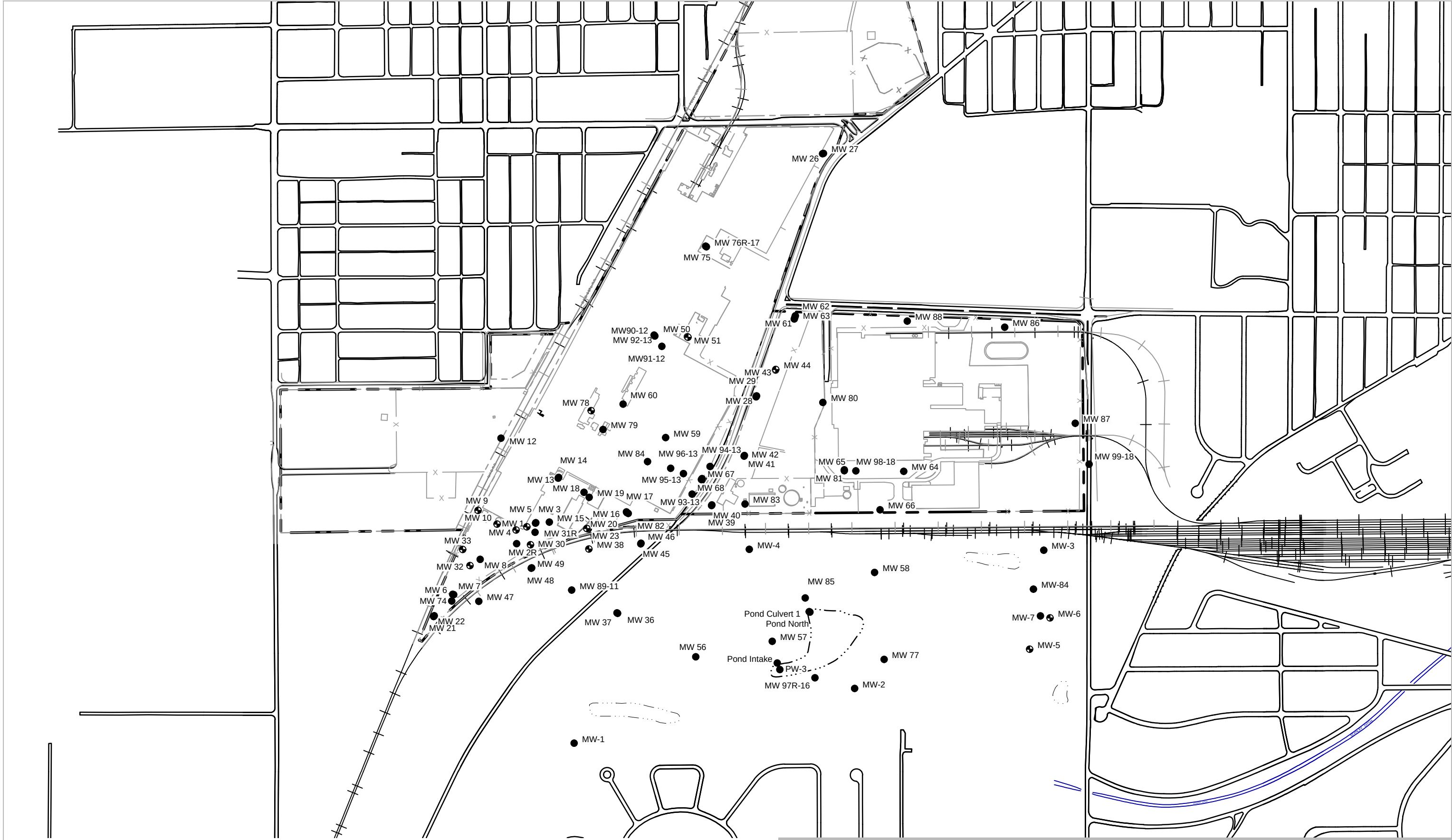
Map Projection: Transverse Mercator
Horizontal Datum: North American 1983
Grid: NAD 1983 StatePlane Indiana East FIPS 1301 Feet

RACER TRUST
2915 DR. MARTIN LUTHER KING JR. BLVD.
ANDERSON, INDIANA
CORRECTIVE MEASURES PROPOSAL

Project No. 11209506
Revision No. -
Date Apr 7, 2020

SITE LOCATION MAP

FIGURE 1



LEGEND

--- SITE BOUDNARY
--- RAILROAD
--- x --- FENCE LINE

■ BUILDING
● MONITORING WELL LOCATION
⊙ MONITORING WELL NOT CURRENTLY ACCESSIBLE

0 300 600 ft

Map Projection: Transverse Mercator
Horizontal Datum: North American 1983
Grid: NAD 1983 StatePlane Indiana East FIPS 1301 Feet

N

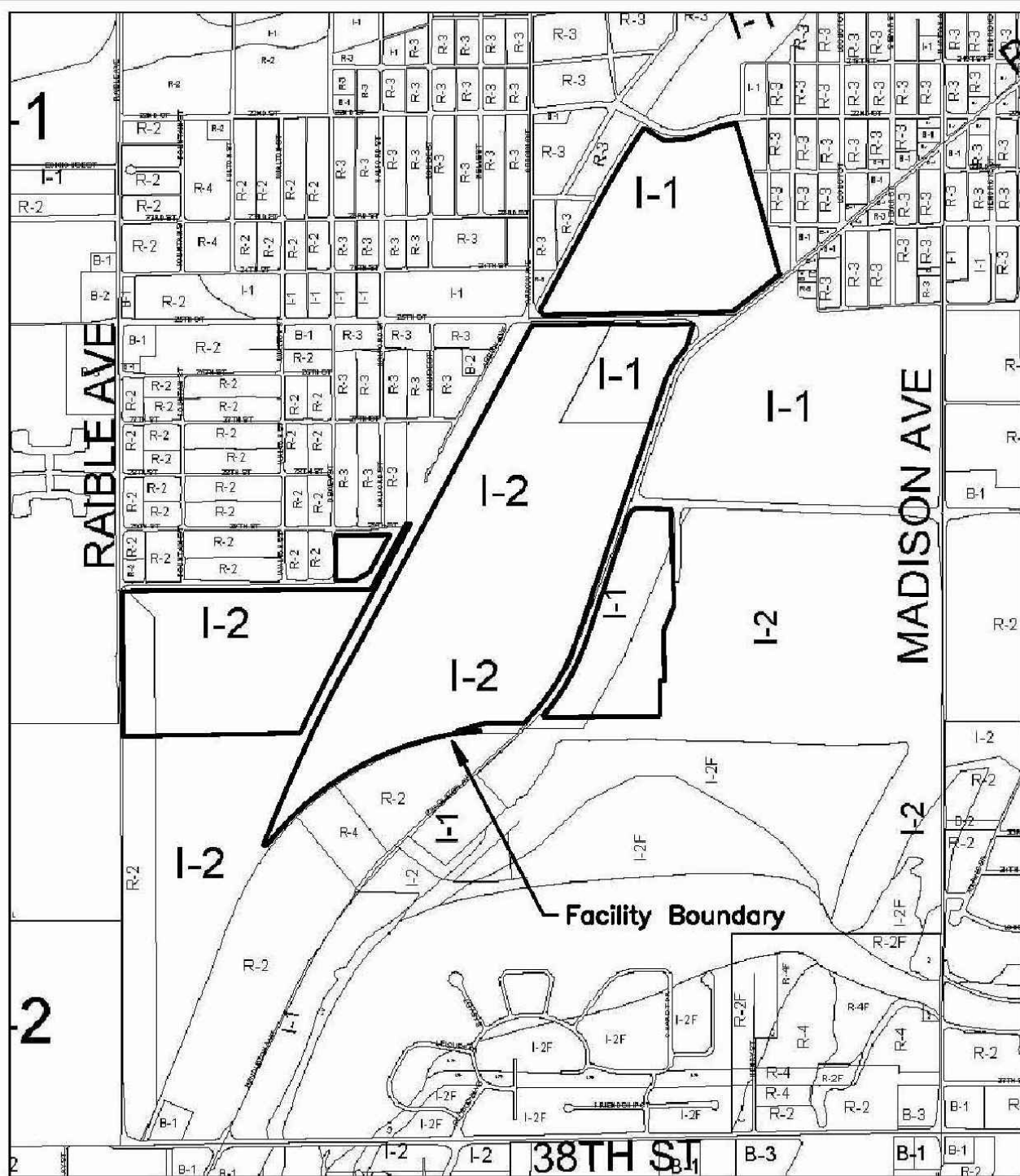
GHD

RACER TRUST
2915 DR. MARTIN LUTHER KING JR. BLVD.
ANDERSON, INDIANA
CORRECTIVE MEASURES PROPOSAL

SITE PLAN

Project No. 11209506
Date April 2020

FIGURE 2



Explanation

- B-1, B-2, B-3 Business Districts
- I-1, I-2 Industrial Districts
- R-2, R-3, R-4 Residential Districts
- F Floodway

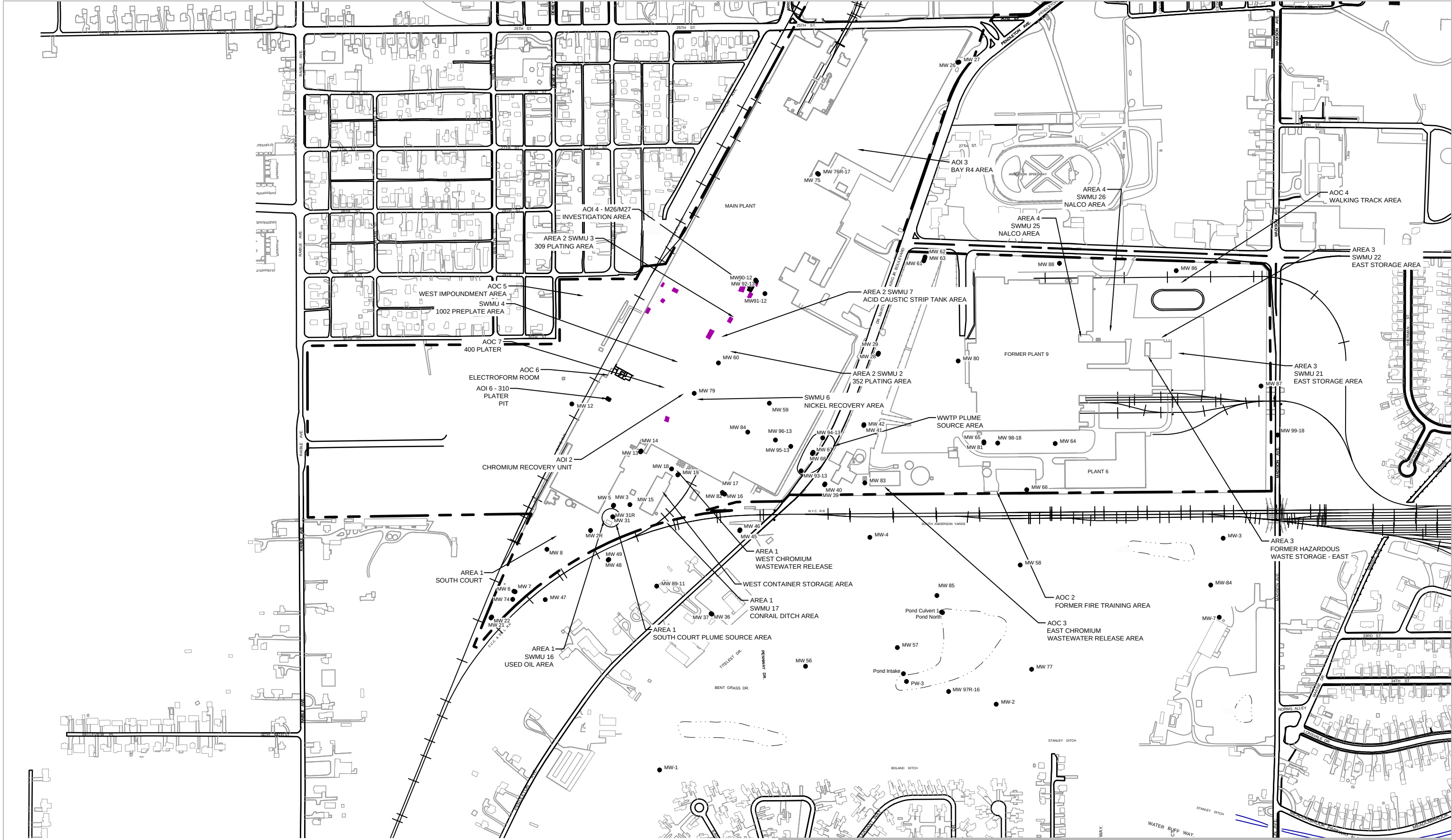


RACER TRUST
2915 DR. MARTIN LUTHER KING JR. BLVD.
ANDERSON, INDIANA
CORRECTIVE MEASURES PROPOSAL

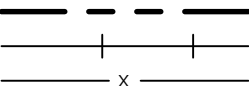
Project No. 11209506
Date April 2020

AREA ZONING MAP

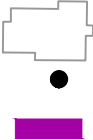
FIGURE 3



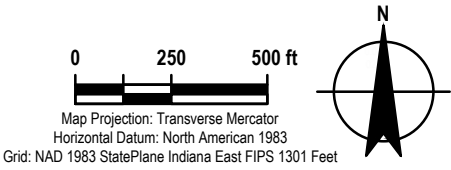
LEGEND



SITE BOUDNARY
RAILROAD
FENCE LINE



BUILDING
MONITORING WELL LOCATION
AOI 5 AREA OF STAINED SOIL BENEATH CONCRETE

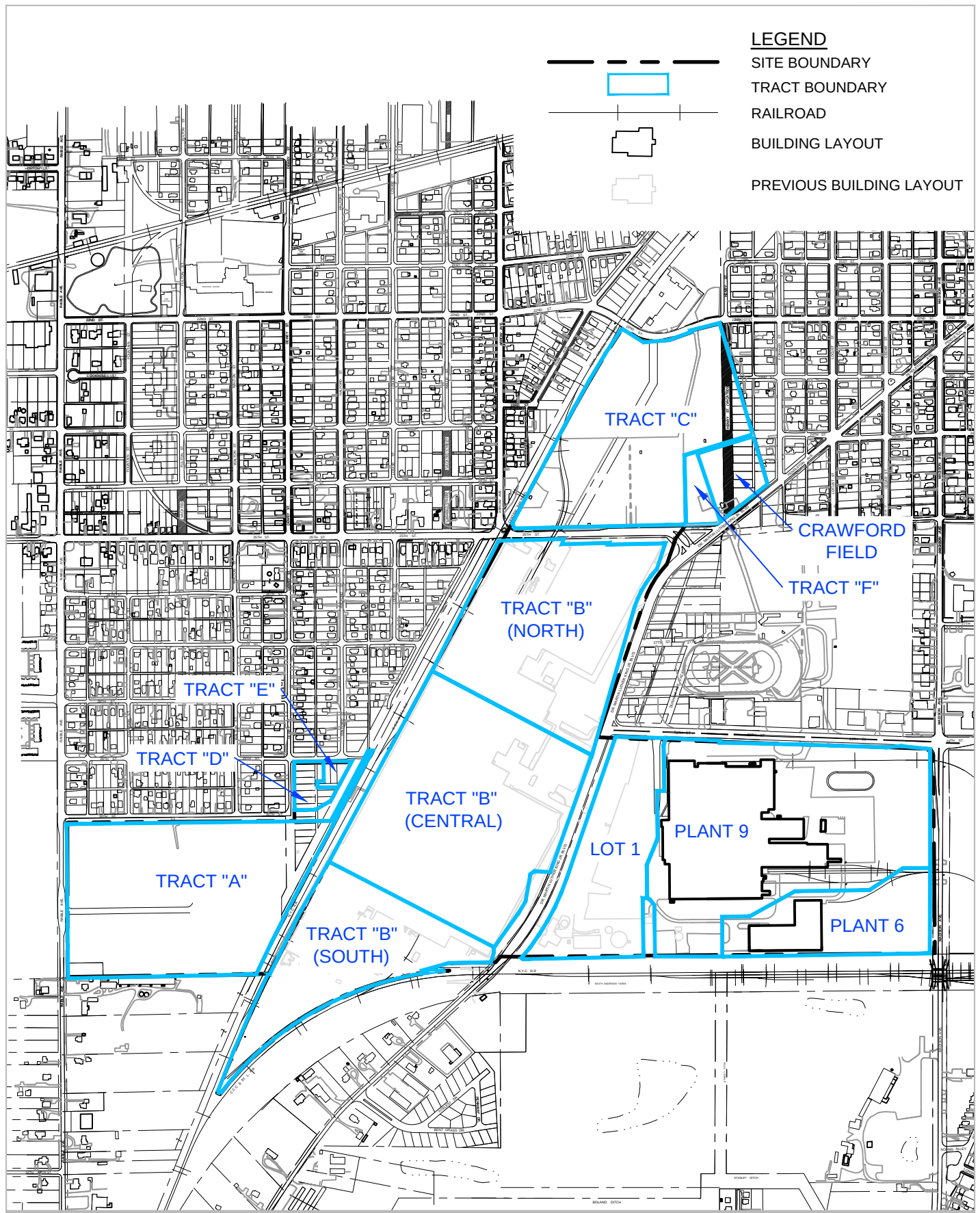


RACER TRUST
2915 DR. MARTIN LUTHER KING JR. BLVD.
ANDERSON, INDIANA
CORRECTIVE MEASURES PROPOSAL

Project No. 11209506
Date April 2020

AREAS OF INTEREST

FIGURE 4



LEGEND

SITE BOUNDARY

TRACT BOUNDARY

RAILROAD

BUILDING LAYOUT

PREVIOUS BUILDING LAYOUT

TRACT "C"

CRAWFORD
FIELD

TRACT "F"

TRACT "B"
(NORTH)

TRACT "E"

TRACT "D"

TRACT "B"
(CENTRAL)

TRACT "A"

TRACT "B"
(SOUTH)

LOT 1

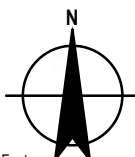
PLANT 9

PLANT 6

0 400 800 ft

Map Projection: Transverse Mercator
Horizontal Datum: North American 1983

Grid: NAD 1983 StatePlane Indiana East FIPS 1301 Feet

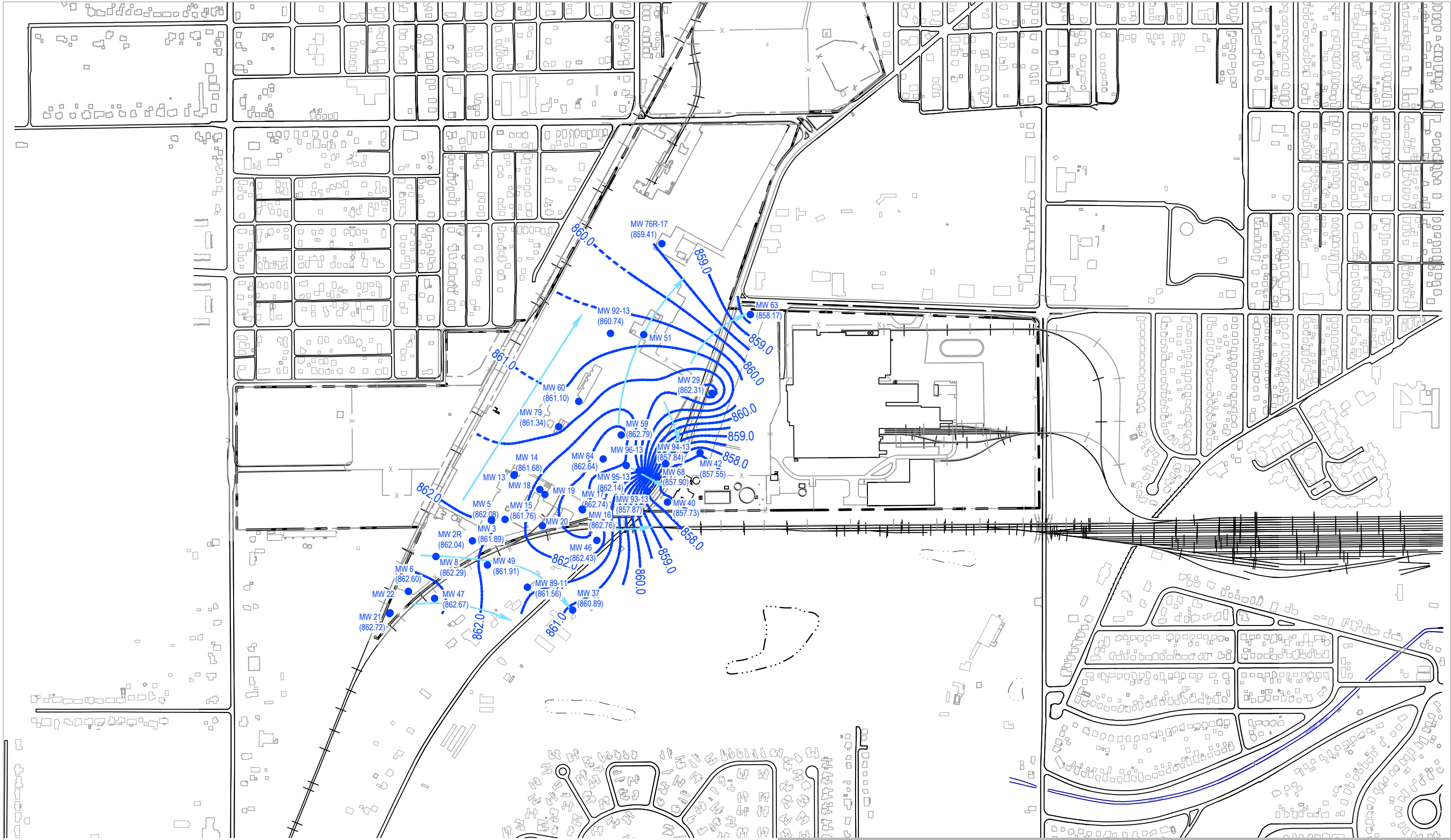


RACER TRUST
2915 DR. MARTIN LUTHER KING JR. BLVD.
ANDERSON, INDIANA
CORRECTIVE MEASURES PROPOSAL

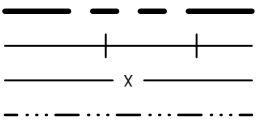
Project No. 11209506
Date April 2020

SITE TRACTS AND PARCELS

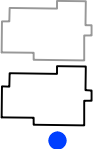
FIGURE 5



LEGEND

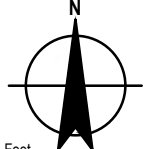
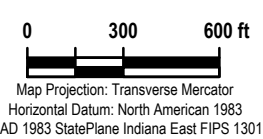


SITE BOUNDARY
RAILROAD
FENCE LINE
POND BOUNDARY



FORMER BUILDING
BUILDING
MONITORING WELL USED TO DEVELOP CONTOURS

GROUNDWATER ELEVATION (FEET NAVD 88)
GROUNDWATER CONTOUR (FEET NAVD 88)
INFERRED DIRECTION OF GROUNDWATER FLOW

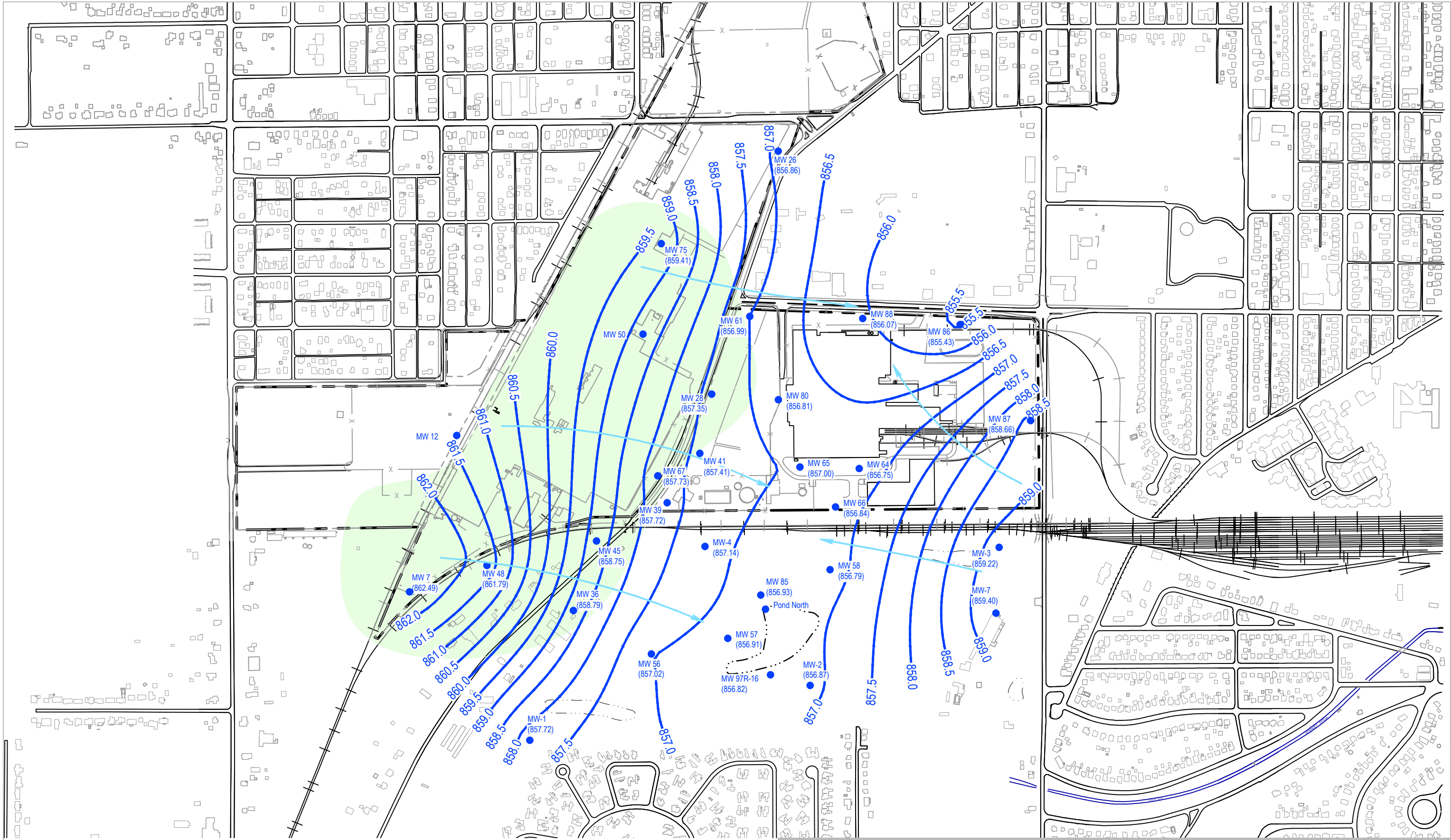


RACER TRUST
2915 DR. MARTIN LUTHER KING JR. BLVD.
ANDERSON, INDIANA
CORRECTIVE MEASURES PROPOSAL

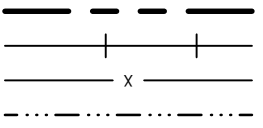
**POTENTIOMETRIC GROUNDWATER
ELEVATIONS - UNIT 3S, OCT. 2019**

Project No. 11209506
Date April 2020

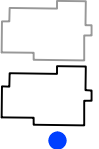
FIGURE 7



LEGEND

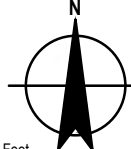
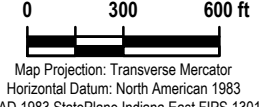


SITE BOUNDARY
RAILROAD
FENCE LINE
POND BOUNDARY



FORMER BUILDING
BUILDING
MONITORING WELL USED TO DEVELOP CONTOURS

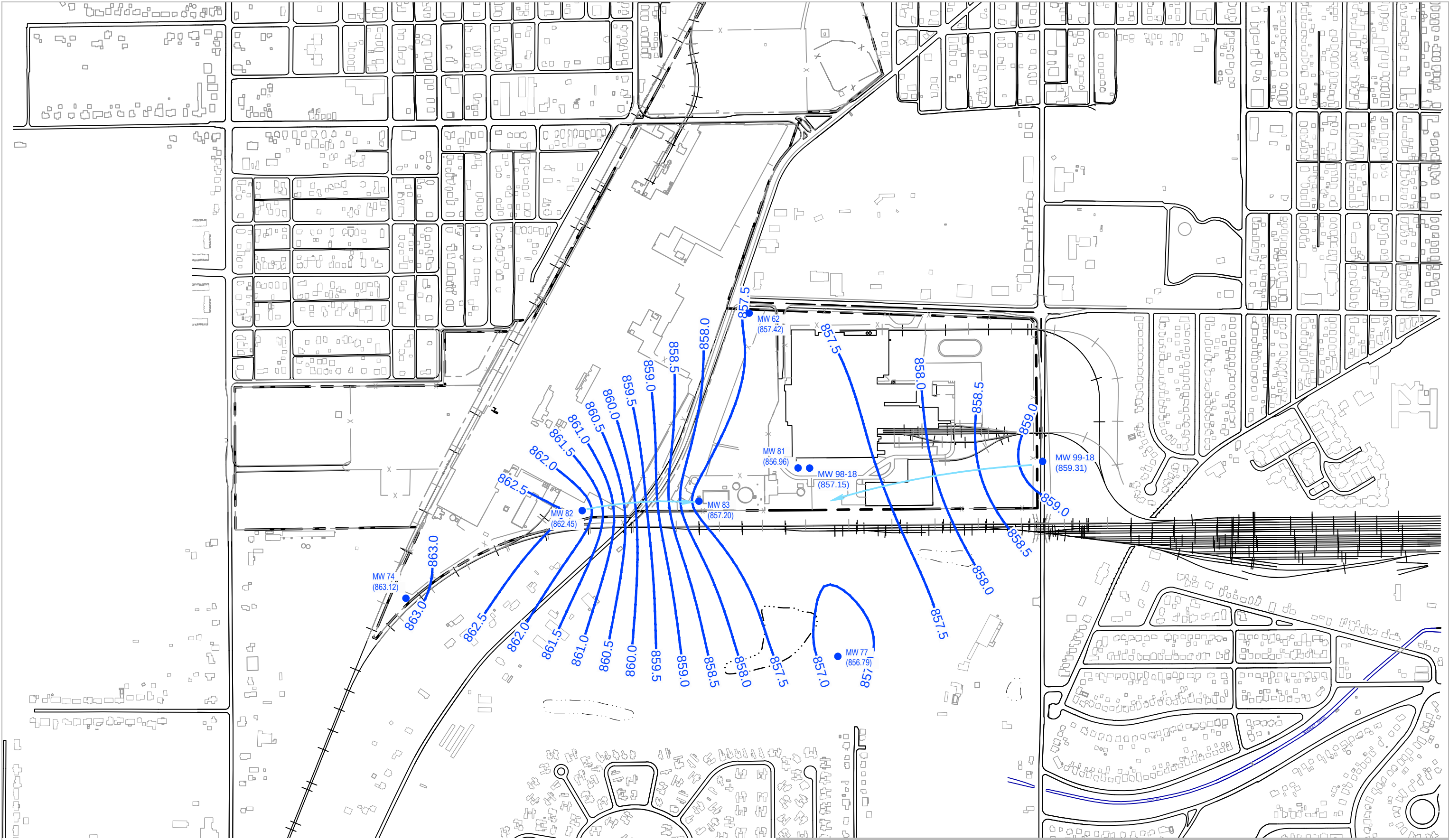
BOUNDARY OF AREA WHERE UNIT 3 CLAY
CONFINING BED IS PRESENT
GROUNDWATER ELEVATION (FEET NAVD 88)
GROUNDWATER CONTOUR (FEET NAVD 88)
INFERRED DIRECTION OF GROUNDWATER FLOW



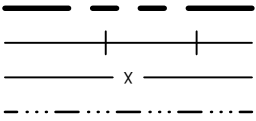
RACER TRUST
2915 DR. MARTIN LUTHER KING JR. BLVD.
ANDERSON, INDIANA
CORRECTIVE MEASURES PROPOSAL
**POTENTIOMETRIC GROUNDWATER
ELEVATIONS - UNIT 3D, OCT. 2019**

Project No. 11209506
Date April 2020

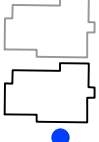
FIGURE 8



LEGEND



SITE BOUNDARY
RAILROAD
FENCE LINE
POND BOUNDARY



FORMER BUILDING
BUILDING
BEDROCK MONITORING WELL

GROUNDWATER ELEVATION (FEET NAVD 88)
GROUNDWATER CONTOUR (FEET NAVD 88)
INFERRED DIRECTION OF GROUNDWATER FLOW

0 300 600 ft

Map Projection: Transverse Mercator
Horizontal Datum: North American 1983
Grid: NAD 1983 StatePlane Indiana East FIPS 1301 Feet

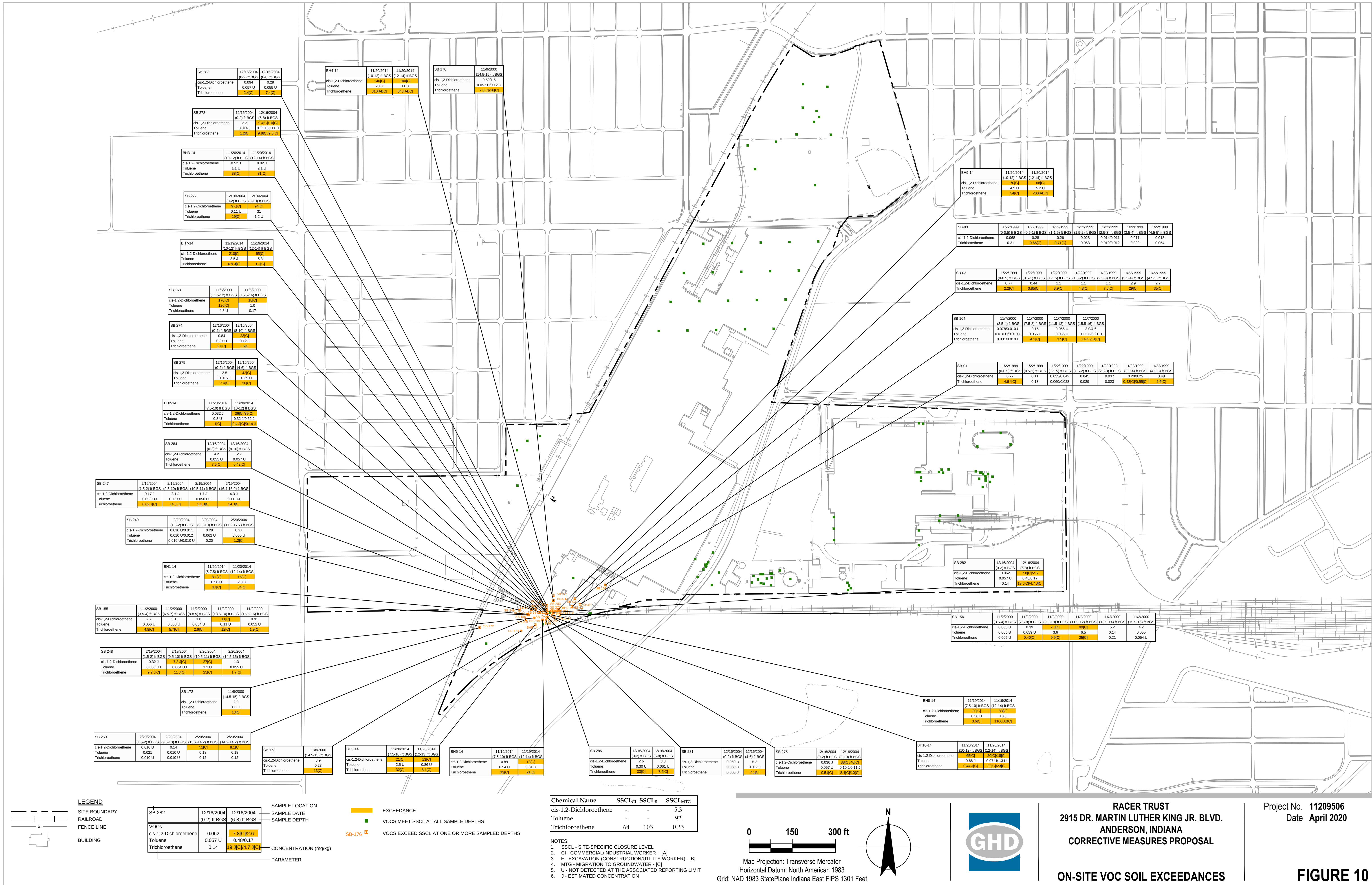


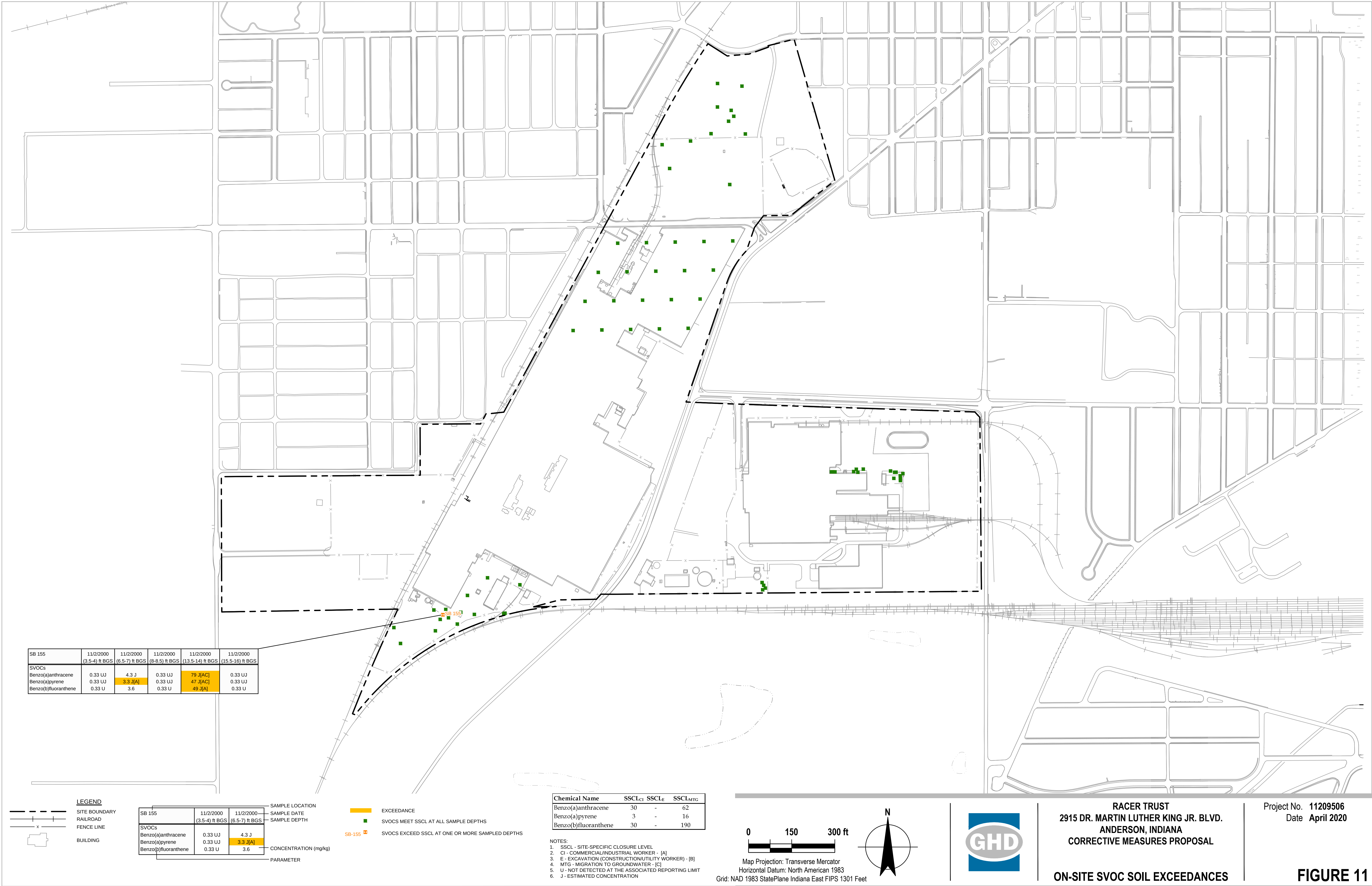
RACER TRUST
2915 DR. MARTIN LUTHER KING JR. BLVD.
ANDERSON, INDIANA
CORRECTIVE MEASURES PROPOSAL

POTENTIOMETRIC GROUNDWATER
ELEVATIONS - BEDROCK OCT. 2019

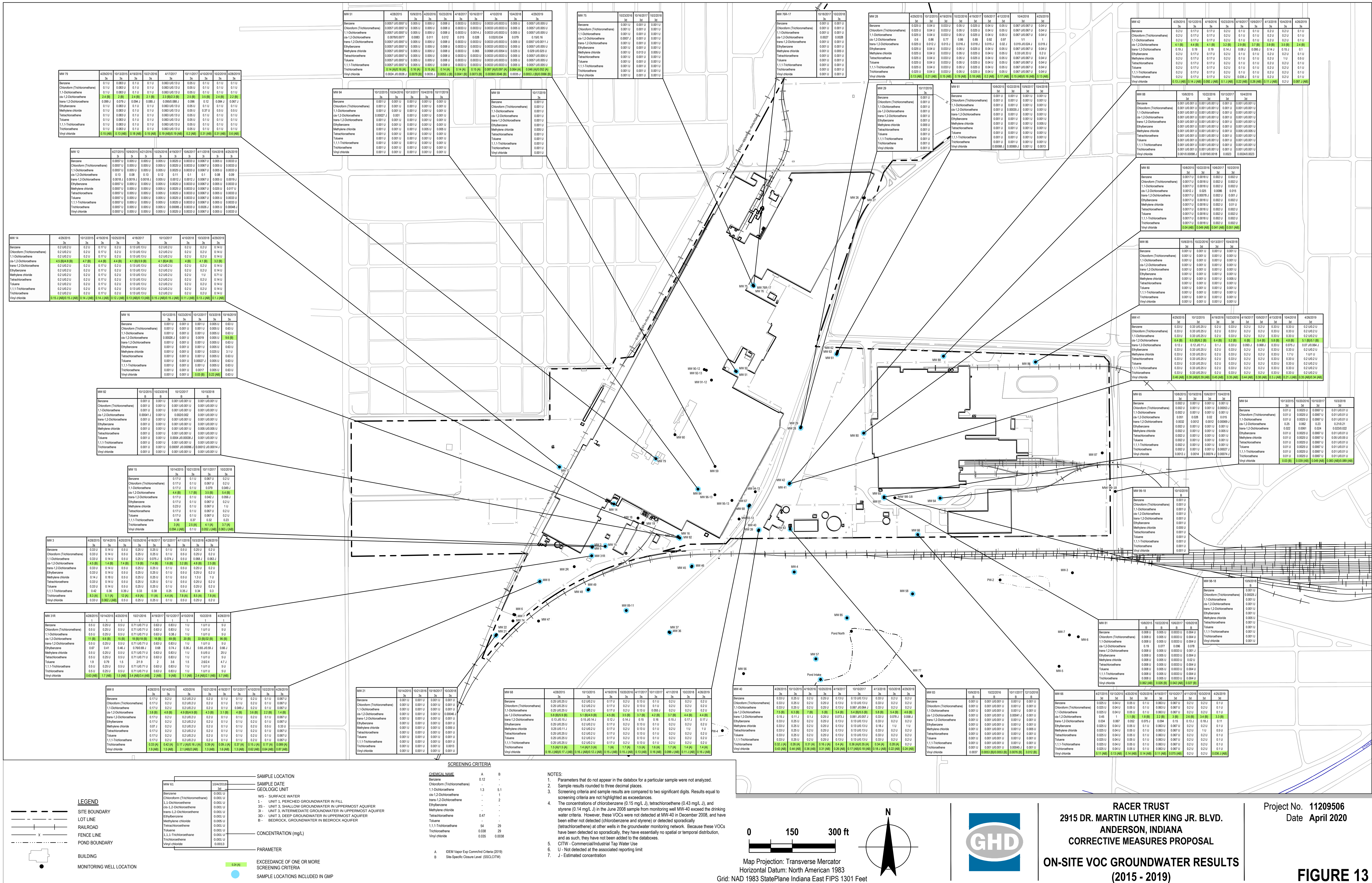
Project No. 11209506
Date April 2020

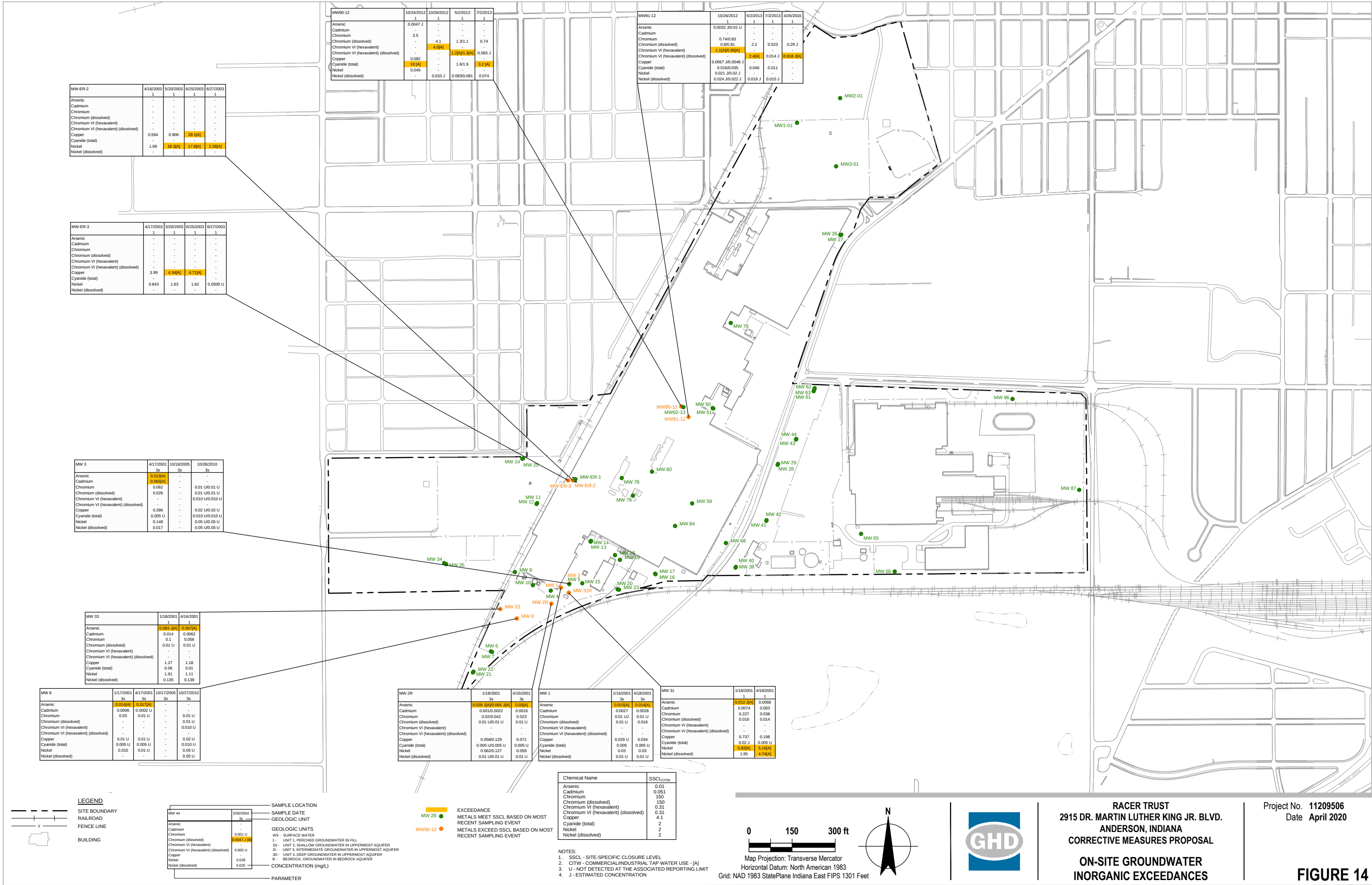
FIGURE 9

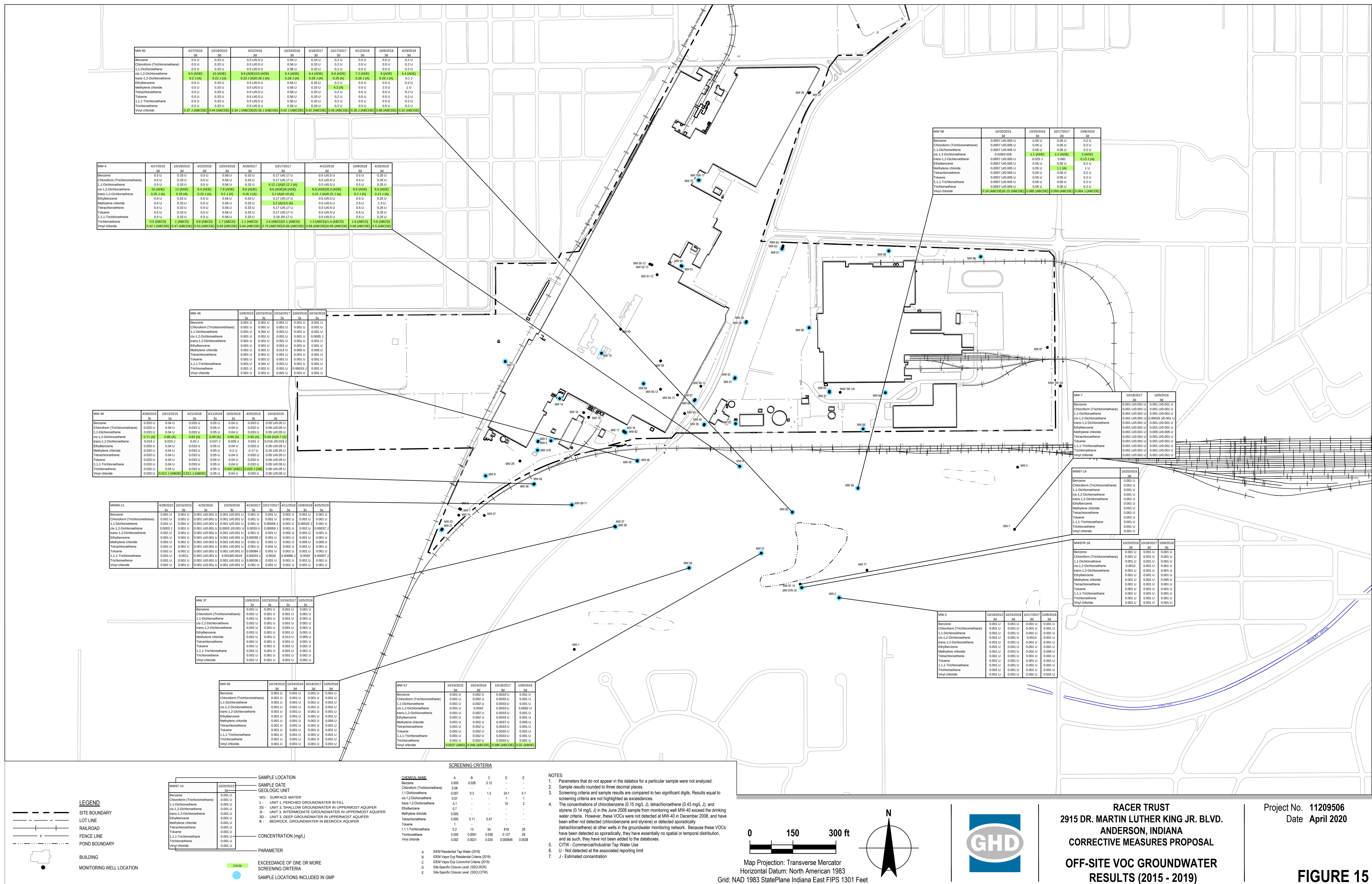


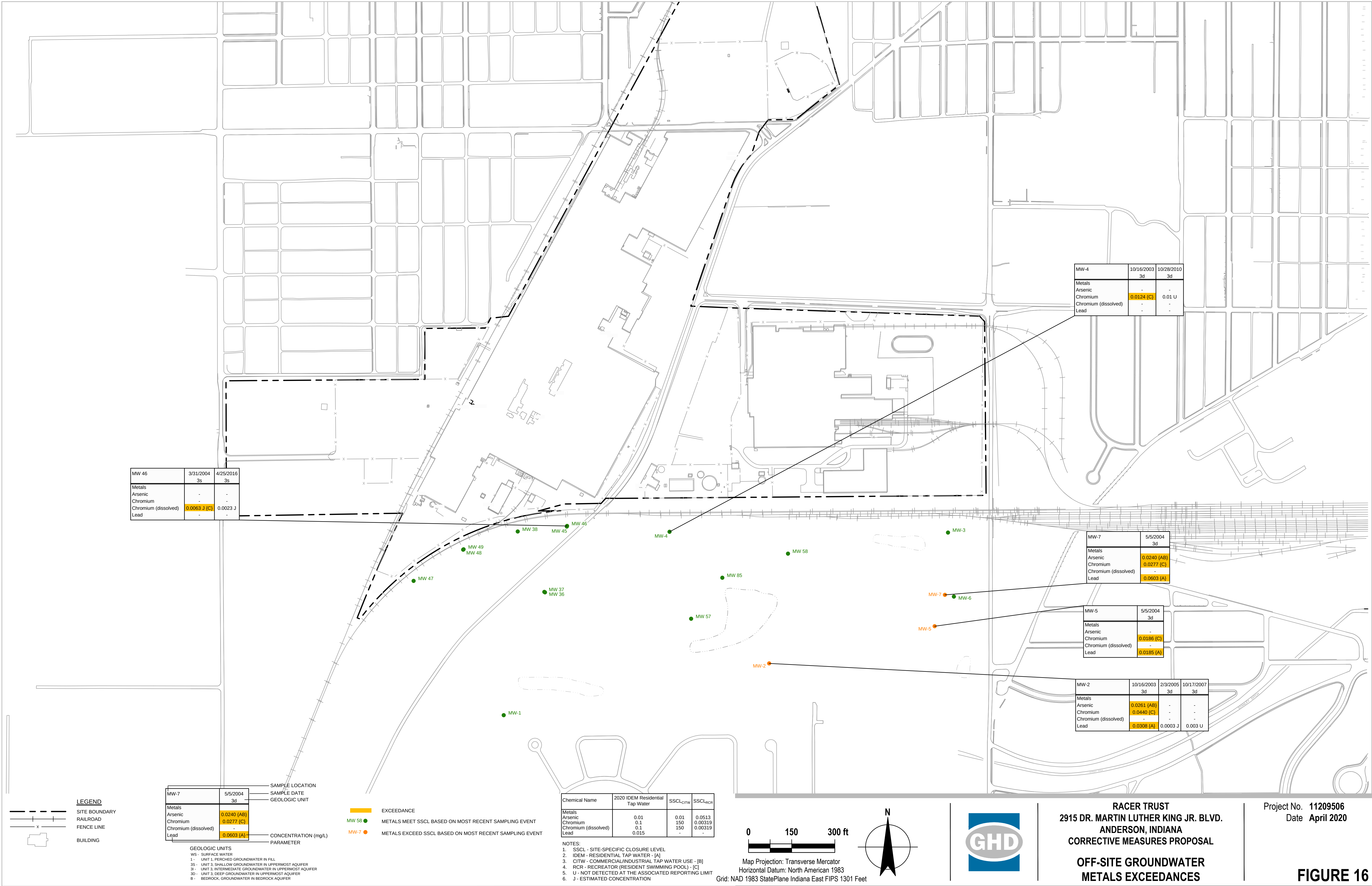


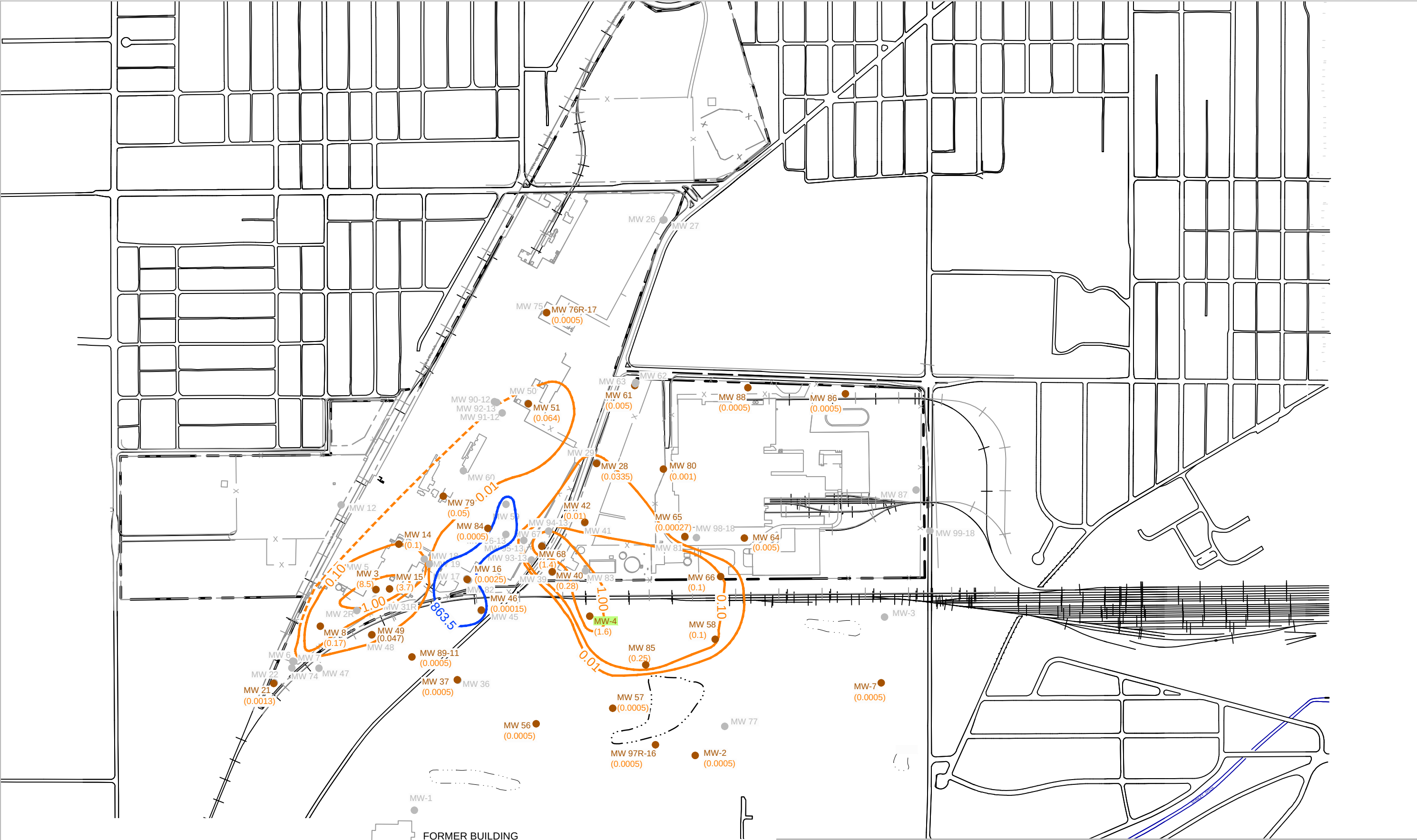












LEGEND

- SITE BOUNDARY
- RAILROAD
- x- FENCE LINE
- POND BOUNDARY



FORMER BUILDING



MONITORING WELL LOCATION



MONITORING WELL EXHIBITS A RECENT INCREASING CONCENTRATION TREND

1.00

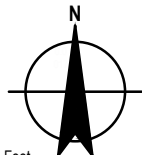
ISOCONCENTRATION CONTOUR (mg/L)

863.5

GROUNDWATER MOUND (FEET NAVD 88)



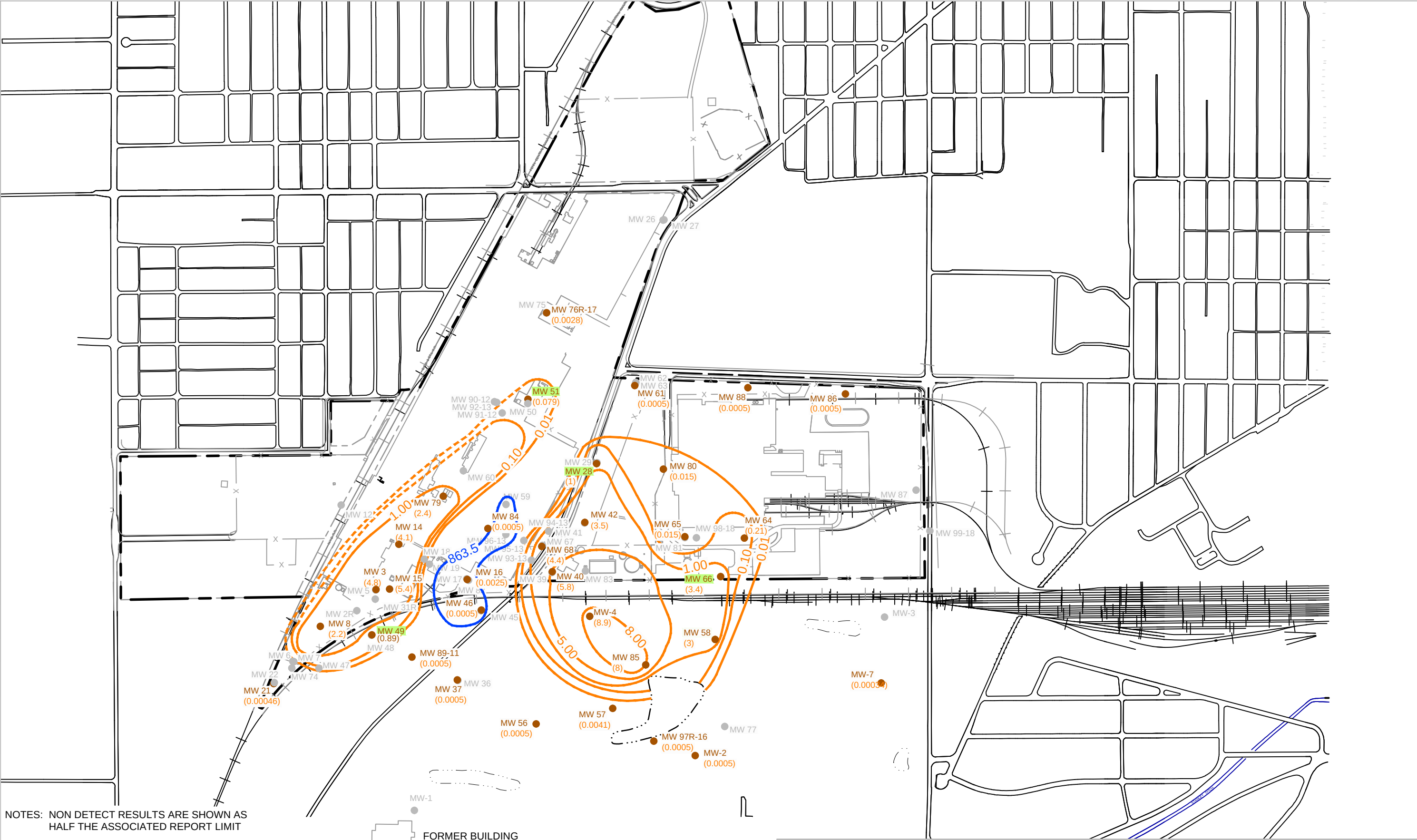
Map Projection: Transverse Mercator
Horizontal Datum: North American 1983
Grid: NAD 1983 StatePlane Indiana East FIPS 1301 Feet



RACER TRUST
2915 DR. MARTIN LUTHER KING JR. BLVD.
ANDERSON, INDIANA
CORRECTIVE MEASURES PROPOSAL
CONCENTRATION OF TCE IN
GROUNDWATER - UNIT 3
(OCTOBER 2018)

Project No. 11209506
Date April 2020

FIGURE 17



NOTES: NON DETECT RESULTS ARE SHOWN AS
HALF THE ASSOCIATED REPORT LIMIT

LEGEND

- SITE BOUNDARY
- RAILROAD
- x- FENCE LINE
- .-.- POND BOUNDARY



FORMER BUILDING

MONITORING WELL LOCATION



MONITORING WELL EXHIBITS A RECENT INCREASING
CONCENTRATION TREND

1.00

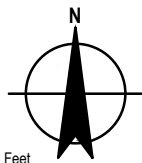
ISOCONCENTRATION CONTOUR (mg/L)

863.5

GROUNDWATER MOUND (FEET NAVD 88)



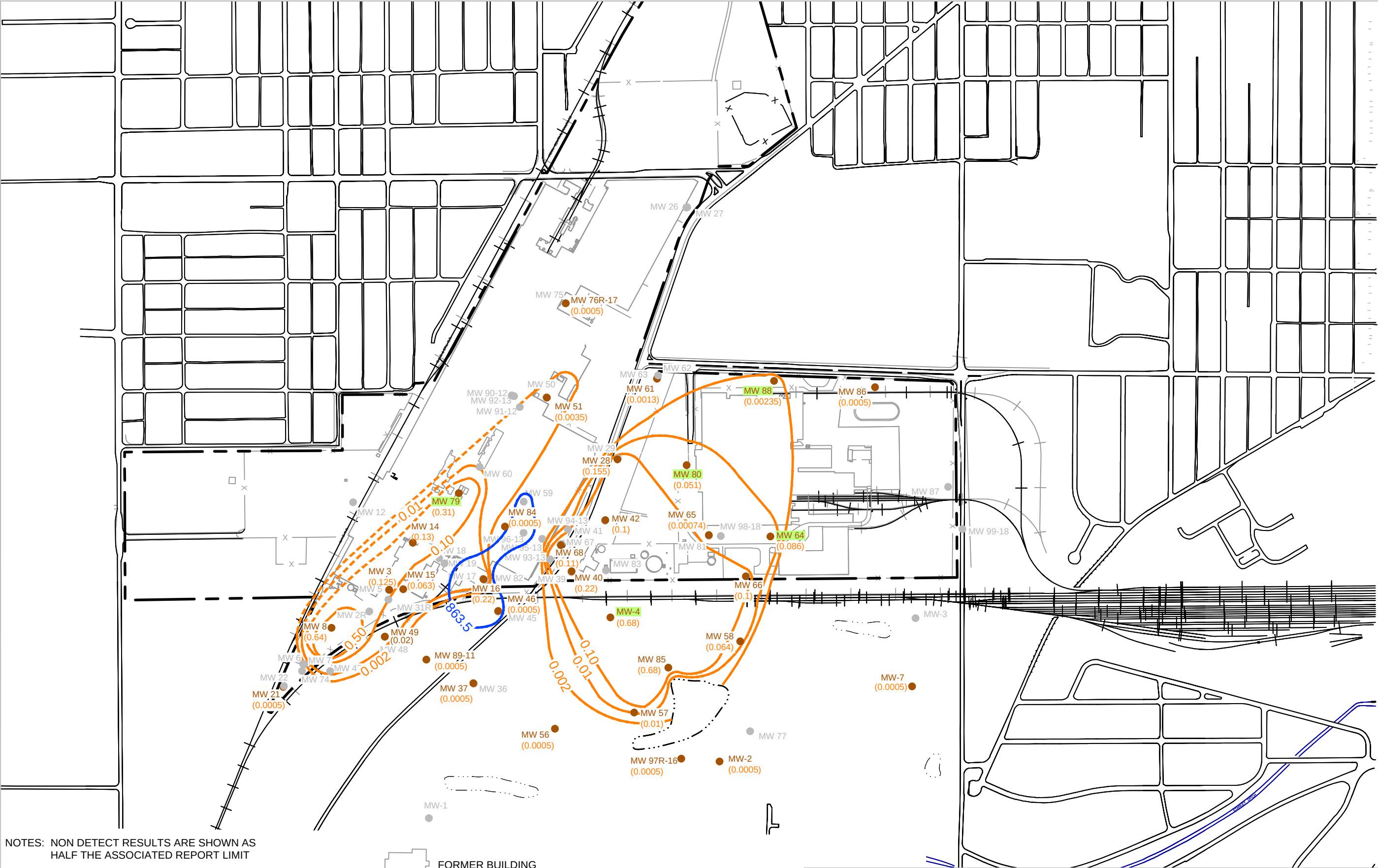
Map Projection: Transverse Mercator
Horizontal Datum: North American 1983
Grid: NAD 1983 StatePlane Indiana East FIPS 1301 Feet



RACER TRUST
2915 DR. MARTIN LUTHER KING JR. BLVD.
ANDERSON, INDIANA
CORRECTIVE MEASURES PROPOSAL
CONCENTRATION OF CIS-1,2-DCE IN
GROUNDWATER - UNIT 3
(OCTOBER 2018)

Project No. 11209506
Date April 2020

FIGURE 18



NOTES: NON DETECT RESULTS ARE SHOWN AS
HALF THE ASSOCIATED REPORT LIMIT

LEGEND

- SITE BOUNDARY
- RAILROAD
- FENCE LINE
- POND BOUNDARY



FORMER BUILDING



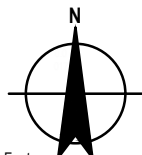
MONITORING WELL LOCATION

1.00
863.5

MONITORING WELL EXHIBITS A RECENT INCREASING
CONCENTRATION TREND
ISOCONCENTRATION CONTOUR (mg/L)
GROUNDWATER MOUND (FEET NAVD 88)

0 300 600 ft

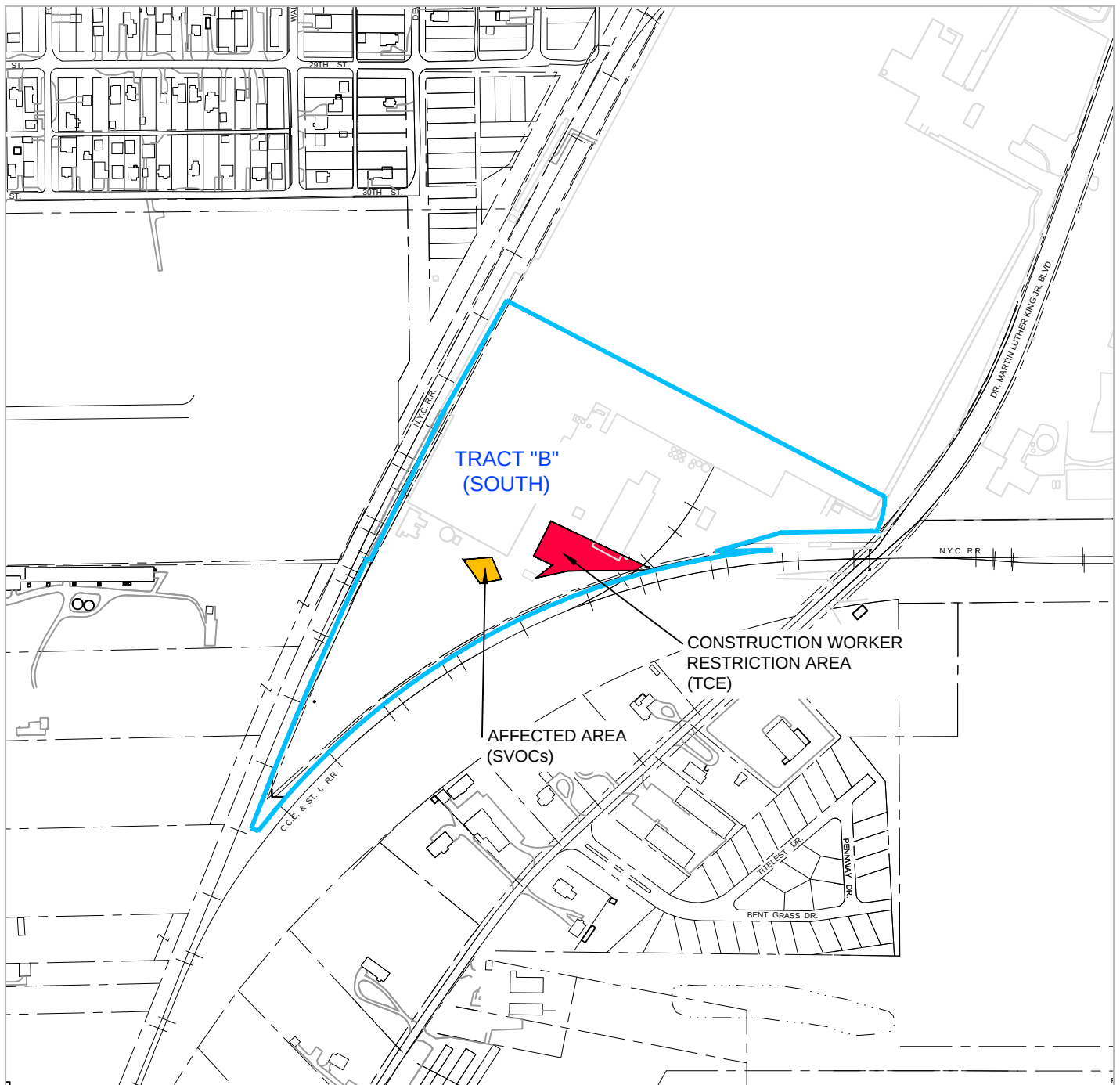
Map Projection: Transverse Mercator
Horizontal Datum: North American 1983
Grid: NAD 1983 StatePlane Indiana East FIPS 1301 Feet



RACER TRUST
2915 DR. MARTIN LUTHER KING JR. BLVD.
ANDERSON, INDIANA
CORRECTIVE MEASURES PROPOSAL
CONCENTRATION OF VINYL CHLORIDE IN
GROUNDWATER - UNIT 3
(OCTOBER 2018)

Project No. 11209506
Date April 2020

FIGURE 19



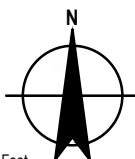
LEGEND

-  SITE BOUNDARY
-  TRACT "B" SOUTH BOUNDARY
-  RAILROAD
-  BUILDING LAYOUT
-  PREVIOUS BUILDING LAYOUT
-  AFFECTED AREA (COMMERCIAL/INDUSTRIAL/UTILITY WORKER EXCEEDANCE)
-  CONSTRUCTION WORKER RESTRICTION AREA (COMMERCIAL/INDUSTRIAL/UTILITY WORKER EXCEEDANCE)

0 200 400 ft

Map Projection: Transverse Mercator
Horizontal Datum: North American 1983

Grid: NAD 1983 StatePlane Indiana East FIPS 1301 Feet



RACER TRUST
2915 DR. MARTIN LUTHER KING JR. BLVD.
ANDERSON, INDIANA
CORRECTIVE MEASURES PROPOSAL

Project No. 11209506
Date April 2020

TRACT B (SOUTH) SOIL IMPACTS

FIGURE 20

Tables

Table 1

**2018 Preliminary Screening for Anaerobic Biodegradation Process
Corrective Measures Proposal
2915 Dr. Martin Luther King Jr. Boulevard,
Anderson, Indiana**

<i>Analysis</i>	<i>Concentration in Most Contaminated Zone</i>	<i>Value</i>	<i>AOC 1- South Court Plume</i>	<i>Former WWTP Plume</i>
Oxygen*	<0.5 mg/L	3	3	3
	>5mg/L	-3		
Nitrate*	< 1 mg/L	2	2	2
Ferrous Iron*	> 1 mg/L	3	3	3
Sulfate*	<20 mg/L	2	0	0
Sulfide*	>1mg/L	3	0	0
Methane*	<0.5 mg/L	0	3	0
	>0.5mg/L	3		
ORP*	<50 mV	1	2	2
	<-100mV	2		
pH*	5 < pH < 9	0	0	0
	5 > pH >9	-2		
TOC	> 20 mg/L	2	0	0
Temperature*	>20°C	1	0	0
Alkalinity	>2x background	1	0	0
Chloride*	>2x background	2	0	2
BTEX*	>0.1 mg/L	2	0	0
TCE*	Material released	0	0	0
	Daughter product of PCE	2		
DCE*	Material released	0	2	2
	Daughter product of TCE/TCA	2		
VC*	Material released	0	2	2
	Daughter product of DCE	2		
1,1,1-TCA*	Material released	0	0	0
DCA	Daughter product of TCA	2	2	2
Chloroethane*	Daughter product of DCA or VC	2	0	0
Ethene/Ethane	>0.01mg/L	2	3	2
	>0.1 mg/L	3		
Total Points Awarded:			22	20

Notes:

* required

Score interpretation:

Score 0 to 5 means there is inadequate evidence for anaerobic biodegradation

Score 6 to 14 means there is limited evidence for anaerobic biodegradation

Score 15 to 20 means there is adequate evidence for anaerobic biodegradation

Score > 20 means there is strong evidence for anaerobic biodegradation (U.S. EPA, 1998)

Reference:

U.S. EPA. 1998. Technical Protocol for Evaluating Natural Attenuation of Chlorinated Solvents in Ground Water, Office of Research and Development, Washington, DC. EPA/600/R-98/128. September, 1998.

Appendices

Appendix A

Recorded Environmental Restrictive Covenants

Jane E. Lyons
Jane E. Lyons
AUDITOR MADISON COUNTY

LINDA SMITH
MADISON COUNTY RECORDER, IN
RECORDED AS PRESENTED
THIS DOCUMENT WAS eRECORDED

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 29th day of March, 2016 by Revitalizing Auto Communities Environmental Response (RACER) Trust with an operating address of 500 Woodward Avenue, Suite 2650, Detroit, Michigan, 48226 (together with all successors and assignees, collectively "Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at Lot 1 – 2915 Doctor Martin Luther King Junior Boulevard (MLK Boulevard) 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 March 31, 2011, and recorded on March 27, 2015, as Deed Record 2015R004076, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 14.59 acres and has also been identified by the county as parcel identification number[s] 48-11-23-100-092.000-003. The Real Estate, to which the restrictions in this Covenant apply, is depicted on maps attached hereto as Exhibit "B" and Exhibit "C".

WHEREAS: RCRA Corrective Action was conducted in accordance with IC 13-22 and other applicable Indiana law as a result of a release of hazardous waste and/or hazardous constituents relating to the former General Motors MLK Boulevard Facility (EPA ID No. IND 980 700 801).

WHEREAS: The RCRA Corrective Action activities conducted, as approved by the Indiana Department of Environmental Management ("Department"), provide that contaminants of concern (COCs) will remain in the soil and groundwater of the Real Estate. The Department has determined that the COCs will not pose an unacceptable risk to human health or the environment at the remaining concentrations, provided that the land use restrictions contained herein are implemented. The known COCs remaining are listed in Exhibit "D", which is attached hereto and incorporated herein.

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/).

NOW THEREFORE, RACER Trust 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 child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
- (b) Shall not use or allow the use or extraction of 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.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Soil within the Affected Area (as defined in Exhibit C) exhibits impacts at and below 5.5 feet below ground surface. Owner shall restore soil disturbed within the Affected Area as a result of excavation and construction activities in such a manner that the remaining contaminant concentrations do not present a threat to human health or the environment. This determination shall be made using the Department's Remediation Closure Guide ("RCG"). Upon the Department's request, the Owner shall provide the Department written evidence (including sampling data) showing the excavated and restored area, and any other area affected by the excavation, does not represent such a threat. Contaminated soils that are excavated or disposed must be managed in accordance with all applicable federal and state laws.
- (e) Shall not construct or allow occupancy of a dwelling or work space on the Real Estate unless a vapor mitigation system is installed, operated, and maintained within the dwelling or work space. IDEM may waive this restriction in writing if the Owner has provided data and analysis demonstrating to IDEM's satisfaction that there is no unacceptable current or future risk to human health via the vapor intrusion exposure pathway.
- (f) Shall prohibit any activity at the Real Estate that may interfere with the groundwater monitoring or well network.

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 _____ 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 _____ 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 of its obligation to comply 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, RCG 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:
RACER Trust
Attention: Robert Hare
500 Woodward Avenue, Suite 2650
Detroit, Michigan, 48226

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue, IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, Hazardous Waste Permit Program

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.

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

IN WITNESS WHEREOF, RACER Trust, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 29th day of March, 2016.

**REVITALIZING AUTO COMMUNITIES
ENVIRONMENTAL RESPONSE TRUST**

By: EPLET, LLC, acting solely in its capacity as
Administrative Trustee of Revitalizing Auto
Communities Environmental Response Trust

By: Elliott P. Laws
ELLIOTT P. LAWS, not individually,
but acting solely in his capacity
as Managing Member

State of Michigan)
County of Wayne) SS:
)

On the 29th day of March, 2016 before me a Notary Public for the
County of Oakland, State of Michigan, personally appeared ELLIOTT
P. LAWS, not individually, but solely in his capacity as Managing Member of EPLET, LLC,
Administrative Trustee of Revitalizing Auto Communities Environmental Response Trust, a trust
organized and existing under the laws of the State of New York, and acknowledged the
execution of the foregoing Environmental Restrictive Covenant for and on behalf of said
company and trust, and who, have been duly sworn, stated that the representations therein
contained are true.

Witness my hand and Notarial Seal this 29th day of March, 2016.

Tracie L. Nichols
Tracie L. Nichols, Notary Public

Residing in Oakland County, MI

My Commission Expires: 3/19/17

TRACIE L. NICHOLS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-19-2017
Acting in the County of Wayne

This instrument prepared by:
Shannon Richardson, B.A. Sc.
GHD
261 Martindale Road, Unit 3
St. Catharines, Ontario
Canada
L2W 1A2

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:

Robert Hare
500 Woodward Avenue, Suite 2650
Detroit, Michigan, 48226

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

LEGAL "LOT 1":

LOT 1 OF THE VENTURE 2000 INDUSTRIAL PARK (AN INDUSTRIAL SUBDIVISION) AS RECORDED IN BOOK 23, PAGES 20 THROUGH 26 OF PLATS, MADISON COUNTY RECORDS, SITUATED IN THE CITY OF ANDERSON, COUNTY OF MADISON, STATE OF INDIANA:

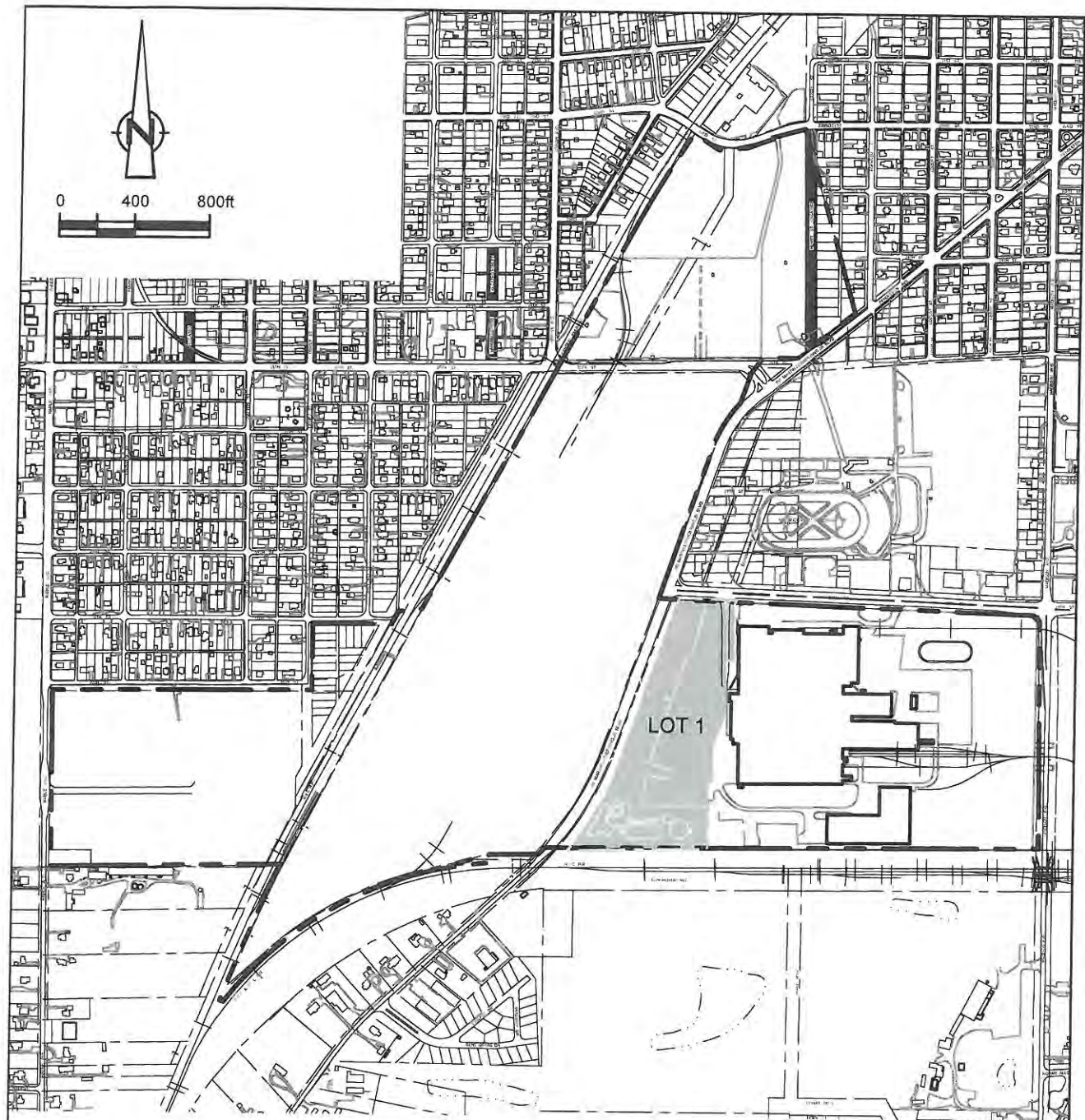
COMMENCING AT AN EXISTING IRON PIPE IN A CASTING MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, AND RUNNING THENCE NORTH 00 DEGREE 00 MINUTE 00 SECOND (ASSUMED BEARING) ALONG THE EAST LINE OF THE SAID SECTION A DISTANCE OF 57.04 FEET TO A POINT; THENCE SOUTH 89 DEGREES 10 MINUTES 40 SECONDS WEST A DISTANCE OF 50.01 FEET TO A 5/8 INCH REBAR (SET) WITH A REWARD S0432 CAP MARKING THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MADISON AVENUE WITH THE NORTH RIGHT-OF-WAY LINE OF CONRAIL (FORMERLY THE C.C.C. AND ST. LOUIS RAILROAD); THENCE SOUTH 89 DEGREES 10 MINUTES 40 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF CONRAIL A DISTANCE OF 1797.26 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 01 MINUTES 43 SECONDS WEST A DISTANCE OF 748.81 FEET TO A 5/8 INCH REBAR (SET) WITH CAP AT THE EASTERLY CURVED RIGHT-OF-WAY LINE OF PENDLETON AVENUE (AKA DR MLK JR BLVD); THENCE CONCAVE NORTHEASTERLY, SAID POINT HAVING A RADIUS OF 1856.95 FEET, AN ARC DISTANCE OF 640.11 FEET, AND CHORD BEARING OF NORTH 29 DEGREES 25 MINUTES 56 SECONDS EAST AT A CHORD DISTANCE OF 636.95 FEET TO A POINT OF TANGENCY; THENCE NORTH 18 DEGREES 53 MINUTES 28 SECONDS EAST A DISTANCE OF 706.23 FEET TO A 5/8 INCH REBAR (SET); THENCE CONCAVE NORTHEASTERLY, SAID POINT HAVING A RADIUS OF 4973.74 FEET, AN ARC DISTANCE OF 135.68 FEET, AND CHORD BEARING OF NORTH 18 DEGREES 06 MINUTES 35 SECONDS EAST AT A CHORD DISTANCE OF 135.67 FEET TO A 5/8 INCH REBAR (SET); THENCE SOUTH 88 DEGREES 31 MINUTES 56 SECONDS EAST A DISTANCE OF 307.92 FEET TO A 5/8 INCH REBAR (SET); THENCE SOUTH 21 DEGREES 03 MINUTES 36 SECONDS WEST A DISTANCE OF 43.10 FEET TO A 5/8 INCH REBAR (SET); THENCE SOUTH 00 DEGREES 27 MINUTES 35 SECONDS EAST A DISTANCE OF 281.90 FEET TO A 5/8 INCH REBAR (SET); THENCE SOUTH 89 DEGREES 26 MINUTES 11 SECONDS WEST A DISTANCE OF 43.91 FEET TO A 5/8 INCH REBAR (SET); THENCE SOUTH 00 DEGREES 08 MINUTES 02 SECONDS WEST A DISTANCE OF 287.95 FEET TO A 5/8 INCH REBAR (SET); THENCE SOUTH 22 DEGREES 08 MINUTES 45 SECONDS WEST A DISTANCE OF 175.71 FEET TO A 5/8 INCH REBAR (SET); THENCE SOUTH 00 DEGREES 57 MINUTES 51 SECONDS EAST A DISTANCE OF 203.02 FEET TO A 5/8 INCH REBAR (SET); THENCE NORTH 87 DEGREES 21 MINUTES 08 SECONDS WEST A DISTANCE OF 27.43 FEET TO A 5/8 INCH REBAR (SET); THENCE SOUTH 00 DEGREES 49 MINUTES 03 SECONDS EAST A DISTANCE OF 326.38 FEET TO A 5/8 INCH REBAR (SET) AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING: 635,540.40 SQUARE FEET OR 14.590 ACRES, MORE OR LESS.

Parcel ID # 48-11-23-100-092.000-003

EXHIBIT B

KEY MAP



- LEGEND**
-  SITE BOUNDARY
 -  LOT 1 BOUNDARY
 -  RAILROAD
 -  BUILDING LAYOUT
 -  PREVIOUS BUILDING LAYOUT

EXHIBIT B.1

KEY MAP

**LOT 1 - 2915 DR. MARTIN LUTHER KING JR. BLVD.
ENVIRONMENTAL RESTRICTIVE COVENANT**

Revitalizing Auto Communities Environmental Response Trust



EXHIBIT C

SITE MAP

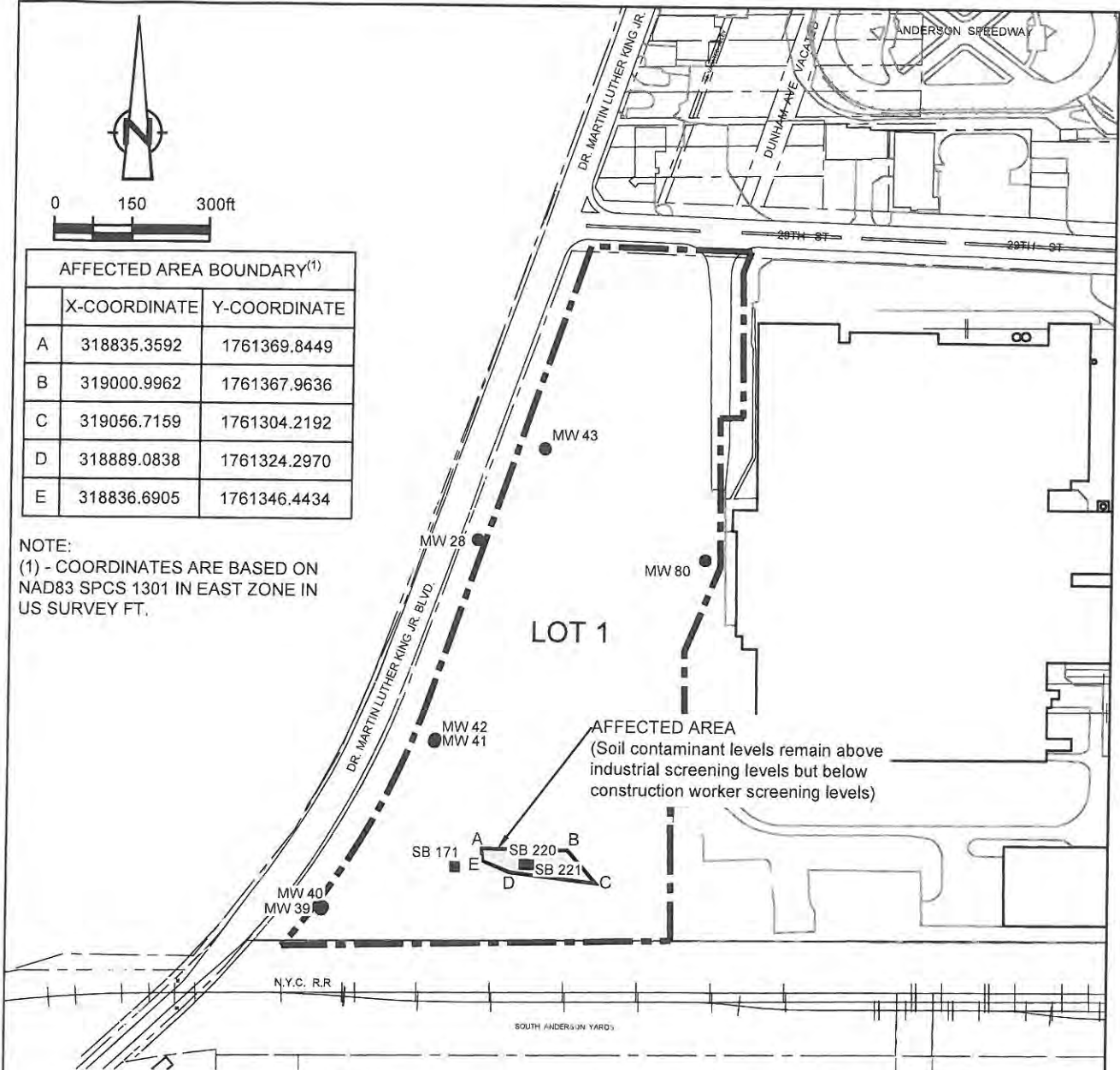


0 150 300ft

AFFECTED AREA BOUNDARY ⁽¹⁾		
	X-COORDINATE	Y-COORDINATE
A	318835.3592	1761369.8449
B	319000.9962	1761367.9636
C	319056.7159	1761304.2192
D	318889.0838	1761324.2970
E	318836.6905	1761346.4434

NOTE:

(1) - COORDINATES ARE BASED ON NAD83 SPCS 1301 IN EAST ZONE IN US SURVEY FT.



LEGEND

- LOT 1 BOUNDARY
- RAILROAD
- BUILDING LAYOUT
- PREVIOUS BUILDING LAYOUT
- MONITORING WELL LOCATION
- SOIL SAMPLE LOCATION
- APPROXIMATE LOCATION OF AFFECTED AREA

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.

EXHIBIT C.1

SITE MAP

**LOT 1 - 2915 DR. MARTIN LUTHER KING JR. BLVD.
ENVIRONMENTAL RESTRICTIVE COVENANT**

Revitalizing Auto Communities Environmental Response Trust



EXHIBIT D

DESCRIPTION OF CONTAMINATION

**SOIL CONTAMINANTS OF CONCERN
FORMER ANDERSON GUIDE FACILITY - LOT 1
2915 DR. MARTIN LUTHER KING JR. BLVD., ANDERSON, INDIANA
IND 980 700 801**

Parameters ⁽¹⁾

Metals

Arsenic

Chromium VI (hexavalent)

Affected Area

Chromium VI (hexavalent)

Notes:

(1) Soil analytical results are presented in the Final RFI Report, approved by IDEM July 22, 2014 (VFC #70145840). Site-specific Risk-Based Screening Levels are presented in the Addendum - Refined Human Risk Assessment (VFC #70002912) and October 2013 Refined Human Health Risk Assessment and Derivation of Site-Specific Risk-Based Screening Levels (VFC #68983809), approved by IDEM on May 19, 2014.

**GROUNDWATER CONTAMINANTS OF CONCERN
FORMER ANDERSON GUIDE FACILITY - LOT 1
2915 DR. MARTIN LUTHER KING JR. BLVD., ANDERSON, INDIANA
IND 980 700 801**

Parameters ⁽¹⁾

Metals

Hexavalent Chromium (dissolved)
Chromium (dissolved)

Volatile Organic Compounds

1,1-Dichloroethane
1,1-Dichloroethene
cis-1,2-Dichloroethene
trans-1,2-Dichloroethene
Trichloroethene
Vinyl chloride

Notes:

(1) Groundwater analytical results are presented in the Final RFI Report, approved by IDEM July 22, 2014 (VFC #70145840). Site-specific Risk-Based Screening Levels are presented in the Addendum - Refined Human Risk Assessment (VFC #70002912) and October 2013 Refined Human Health Risk Assessment and Derivation of Site-Specific Risk-Based Screening Levels (VFC #68983809), approved by IDEM on May 19, 2014.

Jane E. Lyons
Jane E. Lyons
AUDITOR MADISON COUNTY

2016R008556
06/29/2016 3:33:37 PM
FEE: 43.00 PGS: 17

LINDA SMITH
MADISON COUNTY RECORDER, IN
RECORDED AS PRESENTED
THIS DOCUMENT WAS eRECORDED

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 6th day of JUNE, 2016, by Tower Anderson, LLC with an operating address of 250 West Main Street, Suite 101, Woodland, California, 95695 (together with all successors and assignees, collectively "Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at 1305 West 29th Street 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 January 18, 2006, and recorded on January 26, 2006, as Deed Record 283788, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 38.70 acres and has also been identified by the county as parcel identification number 48-11-23-100-094.000-003. The Real Estate, to which the restrictions in this Covenant apply, is depicted on maps attached hereto as Exhibit "B" and Exhibit "C".

WHEREAS: RCRA Corrective Action was conducted in accordance with IC 13-22 and other applicable Indiana law as a result of a release of hazardous waste and/or hazardous constituents relating to the former General Motors MLK Boulevard Facility (EPA ID No. IND 980 700 801).

WHEREAS: The RCRA Corrective Action activities conducted, as approved by the Indiana Department of Environmental Management ("Department"), provide that contaminants of concern (COCs) will remain in the soil and groundwater of the Real Estate. The Department has determined that the COCs will not pose an unacceptable risk to human health or the environment at the remaining concentrations, provided that the land use restrictions contained herein are implemented. The known COCs remaining are listed in Exhibit "D", which is attached hereto and incorporated herein.

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/).

NOW THEREFORE, Tower Anderson, LLC 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 child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
- (b) Shall not use or allow the use or extraction of 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.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall not construct or allow occupancy of a new dwelling or new work space on the Real Estate unless a passive or active vapor mitigation system is installed, operated (as required), and maintained within the dwelling or work space. IDEM may waive this restriction in writing if the Owner has provided data and analysis demonstrating to IDEM's satisfaction that there is no current or potential future unacceptable risk to human health via the vapor intrusion exposure pathway.
- (e) Shall prohibit any activity at the Real Estate that may interfere with the groundwater monitoring or well network.

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 _____ 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 Madison 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 of its obligation to comply 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, RCG 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:
Tower Anderson, LLC
Attn: Matthew Marks
250 West Main Street, Suite 101
Woodland, CA 95695

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue, IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, Hazardous Waste Permit Program

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.

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

IN WITNESS WHEREOF, Tower Anderson, LLC, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 6th day of JUNE, 2016.

TOWER ANDERSON, LLC

BY: TOWER INVESTMENTS, LLC, Sole Member

BY: TOWER MANAGEMENT GROUP, INC.,

By: [Signature] MANAGER

Stephen Marks, Jr.

Secretary and Vice President

State of _____)
County of _____) SS:

On the ____ day of _____, 2016 before me a Notary Public for the County of _____, State of _____, personally appeared STEPHEN MARKS, JR., in his capacity as Secretary and Vice President of Towers Anderson, LLC, a Delaware limited liability company, and acknowledged the execution of the foregoing Environmental Restrictive Covenant for and on behalf of said company, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this ____ day of _____, 2016.

_____, Notary Public

Residing in _____ County, _____

My Commission Expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

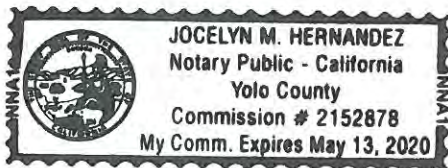
State of California)

County of Yolo)On June 16, 2016 before me, Jocelyn M. Hernandez, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Stephen Marks, Jr.
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jocelyn M. Hernandez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

This instrument prepared by:
Shannon Richardson, B.A. Sc.
GHD
261 Martindale Road, Unit 3
St. Catharines, Ontario
Canada
L2W 1A2

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:

Robert Hare
500 Woodward Avenue, Suite 2650
Detroit, Michigan, 48226

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

LEGAL "PLANT 9":

LOT 3 OF THE VENTURE 2000 INDUSTRIAL PARK (AN INDUSTRIAL SUBDIVISION) AS RECORDED IN BOOK 23, PAGES 20 THROUGH 26 OF PLATS, MADISON COUNTY RECORDS, SITUATED IN THE CITY OF ANDERSON, COUNTY OF MADISON, STATE OF INDIANA:

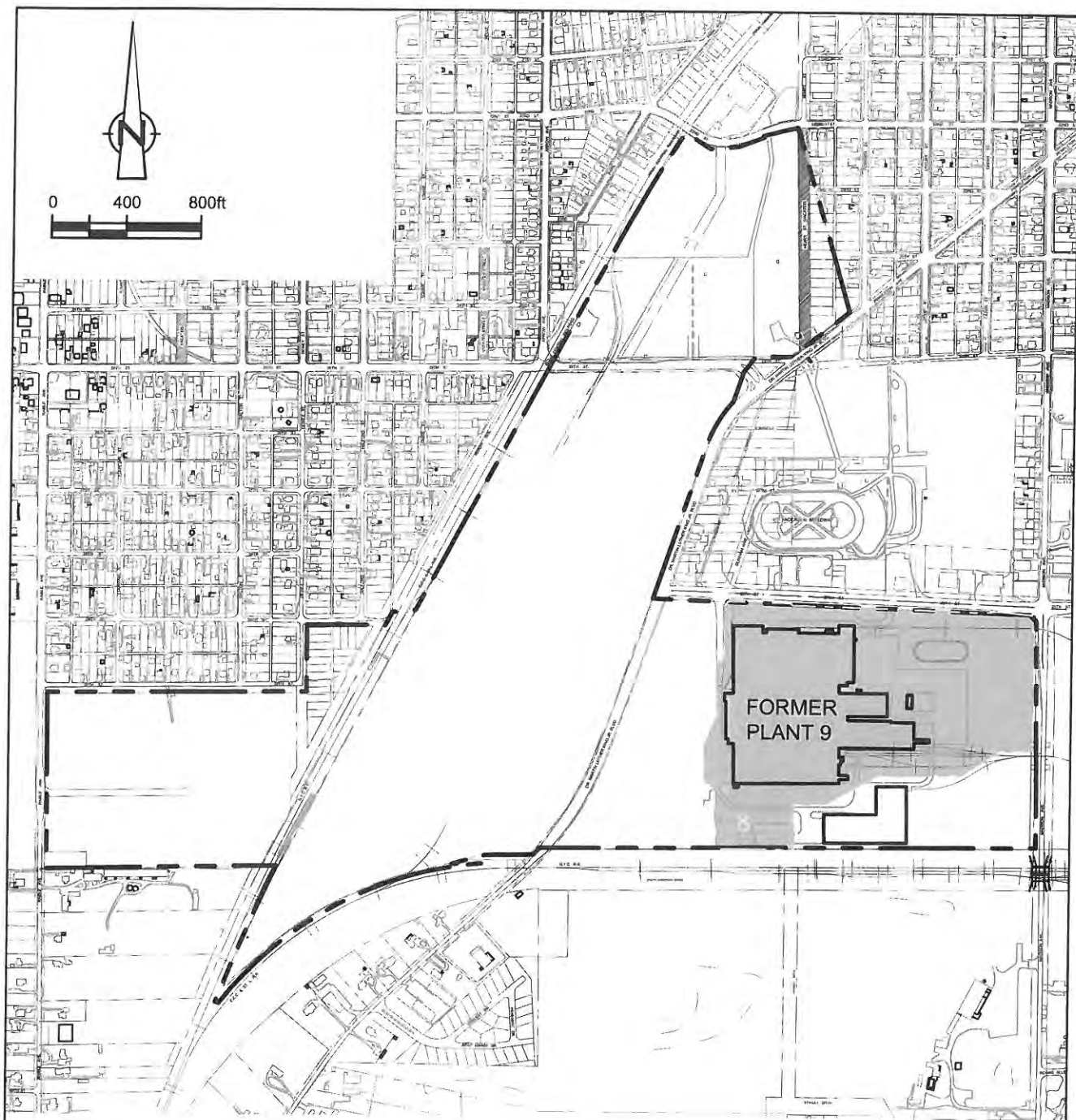
COMMENCING AT AN EXISTING IRON PIPE IN A CASTING MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, AND RUNNING THENCE NORTH 00 DEGREE 00 MINUTE 00 SECOND (ASSUMED BEARING) ALONG THE EAST LINE OF THE SAID SECTION A DISTANCE OF 57.04 FEET TO A POINT; THENCE SOUTH 89 DEGREES 10 MINUTES 40 SECONDS WEST A DISTANCE OF 50.01 FEET TO A 5/8 INCH REBAR (SET) WITH A REWARD S0432 CAP MARKING THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MADISON AVENUE WITH THE NORTH RIGHT-OF-WAY LINE OF CONRAIL (FORMERLY THE C.C.C. AND ST. LOUIS RAILROAD); THENCE SOUTH 89 DEGREES 10 MINUTES 40 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF CONRAIL A DISTANCE OF 1300.20 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 10 MINUTES 40 SECONDS WEST A DISTANCE OF 411.05 FEET TO A 5/8 INCH REBAR (SET); THENCE NORTH 00 DEGREE 49 MINUTES 45 SECONDS EAST A DISTANCE OF 319.85 FEET TO A POINT; THENCE NORTH 39 DEGREES 04 MINUTES 09 SECONDS WEST A DISTANCE OF 44.49 FEET TO A 5/8 INCH REBAR (SET); THENCE NORTH 89 DEGREES 05 MINUTES 44 SECONDS WEST A DISTANCE OF 30.48 FEET TO A 5/8 INCH REBAR (SET); THENCE NORTH 00 DEGREES 57 MINUTES 51 SECONDS WEST A DISTANCE OF 203.02 FEET TO A 5/8 INCH REBAR (SET); THENCE NORTH 22 DEGREES 08 MINUTES 45 SECONDS EAST A DISTANCE OF 175.71 FEET TO A 5/8 INCH REBAR (SET); SOUTH 22 DEGREES 08 MINUTES 45 SECONDS WEST A DISTANCE OF 175.71 FEET TO A 5/8 INCH REBAR (SET); THENCE NORTH 00 DEGREES 08 MINUTES 02 SECONDS EAST A DISTANCE OF 287.95 FEET TO A 5/8 INCH REBAR (SET); THENCE NORTH 89 DEGREES 26 MINUTES 11 SECONDS EAST A DISTANCE OF 43.91 FEET TO A 5/8 INCH REBAR (SET); THENCE NORTH 00 DEGREES 27 MINUTES 35 SECONDS WEST A DISTANCE OF 281.90 FEET TO A 5/8 INCH REBAR (SET); THENCE NORTH 21 DEGREES 03 MINUTES 36 SECONDS EAST A DISTANCE OF 43.10 FEET TO A 5/8 INCH REBAR (SET) AND THE SOUTH RIGHT-OF-WAY LINE OF 29TH STREET; THENCE SOUTH 88 DEGREES 22 MINUTES 59 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF 29TH STREET A DISTANCE OF 344.56 FEET TO A 5/8 INCH REBAR (SET) WITH CAP; THENCE SOUTH 01 DEGREES 37 MINUTES 01 SECONDS WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF 29TH STREET A DISTANCE OF 10.00 FEET TO A 5/8 INCH REBAR (SET) WITH CAP; THENCE SOUTH 88 DEGREES 22 MINUTES 59 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF 29TH STREET A DISTANCE OF 1017.36 FEET TO A 5/8 INCH REBAR (SET) WITH CAP; THENCE NORTH 84 DEGREES 57 MINUTES 49 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF 29TH STREET A DISTANCE OF 86.31 FEET TO A 5/8 INCH REBAR (SET) WITH CAP; THENCE SOUTH 83 DEGREES 48 MINUTES 56 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF 29TH STREET A DISTANCE OF 180.61 FEET TO A 5/8 INCH REBAR (SET) WITH CAP AT THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF MADISON AVENUE; THE SOUTH 00 DEGREE 00 MINUTE 00

SECOND ALONG THE WEST LINE OF MADISON AVENUE A DISTANCE 725.79 FEET TO A 5/8 INCH REBAR (SET) WITH CAP; THENCE SOUTH 89 DEGREES 11 MINUTES 09 SECONDS WEST A DISTANCE OF 165.52 FEET TO A 5/8 INCH REBAR (SET) WITH CAP; THENCE SOUTH 67 DEGREES 05 MINUTES 00 SECONDS WEST A DISTANCE OF 245.22 FEET TO A 5/8 INCH REBAR (SET) WITH CAP; THENCE SOUTH 89 DEGREES 10 MINUTES 10 SECONDS WEST A DISTANCE OF 452.78 FEET TO A 5/8 INCH REBAR (SET) WITH CAP; THENCE SOUTH 61 DEGREES 00 MINUTES 36 SECONDS WEST A DISTANCE OF 317.75 FEET TO A 5/8 INCH REBAR (SET) WITH CAP; THENCE SOUTH 89 DEGREES 06 MINUTES 56 SECONDS WEST A DISTANCE OF 167.08 FEET TO A 5/8 INCH REBAR (SET) WITH CAP; THENCE SOUTH 00 DEGREE 00 MINUTE 00 SECOND A DISTANCE OF 208.48 FEET TO A 5/8 INCH REBAR (SET) AND TO THE POINT OF BEGINNING.

BEING A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, AND CONTAINING 38.702 ACRES, MORE OR LESS. SUBJECT TO LEGAL RIGHTS-OF-WAY.

EXHIBIT B

KEY MAP



LEGEND

-  SITE BOUNDARY
-  FORMER PLANT 9 BOUNDARY
-  RAILROAD
-  BUILDING LAYOUT
-  PREVIOUS BUILDING LAYOUT

EXHIBIT B.1

KEY MAP

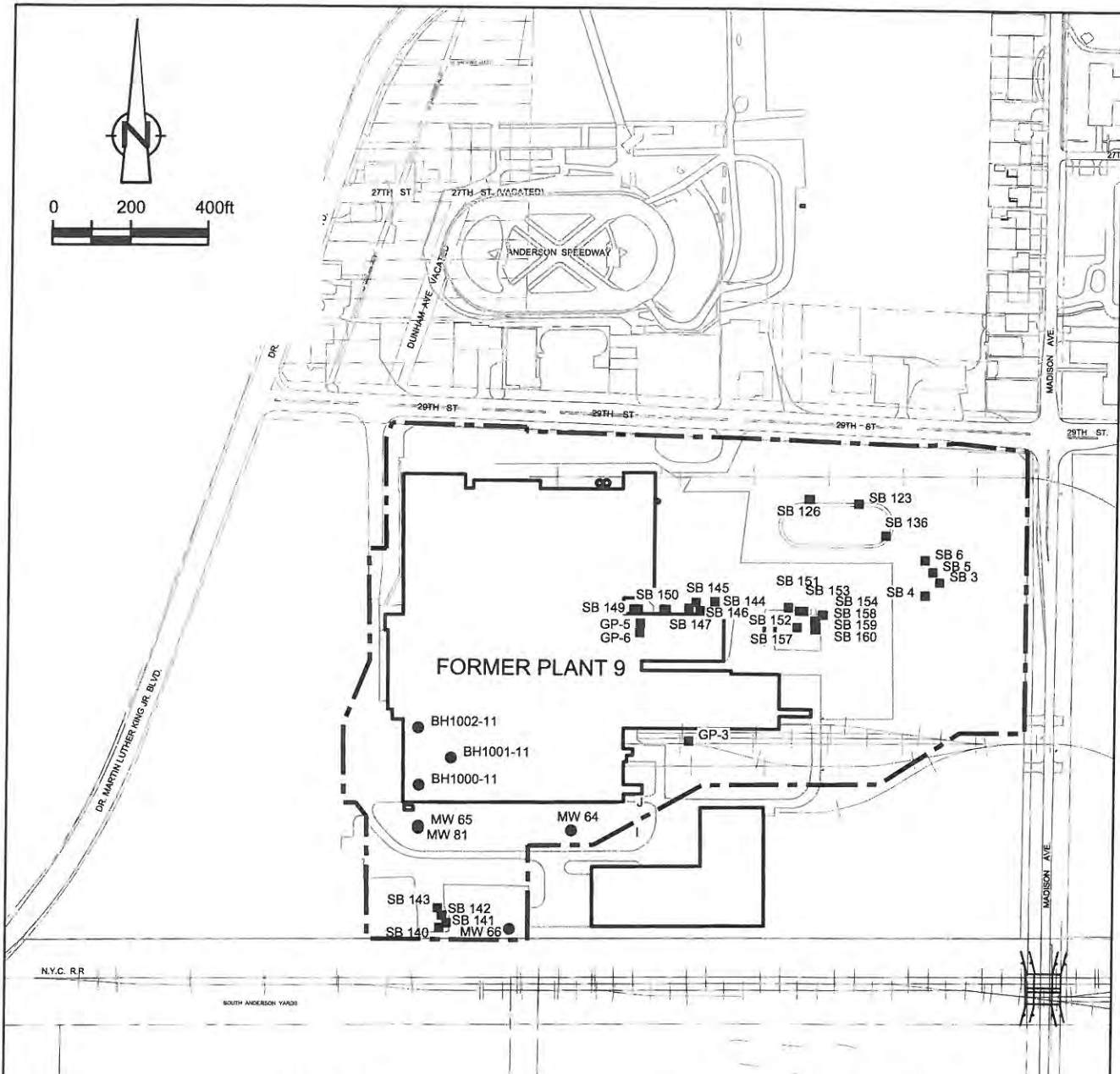
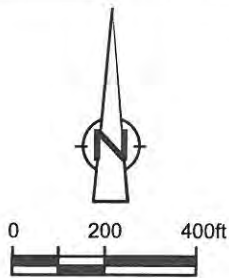
**FORMER PLANT 9 - 1305 WEST 29th STREET
ENVIRONMENTAL RESTRICTIVE COVENANT**

Revitalizing Auto Communities Environmental Response Trust



EXHIBIT C

SITE MAP



LEGEND

-  FORMER PLANT 9 BOUNDARY
-  RAILROAD
-  BUILDING LAYOUT
-  PREVIOUS BUILDING LAYOUT
-  MONITORING WELL LOCATION
-  SOIL SAMPLE LOCATION

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.

EXHIBIT C.1

SITE MAP

FORMER PLANT 9 - 1305 WEST 29th STREET ENVIRONMENTAL RESTRICTIVE COVENANT

Revitalizing Auto Communities Environmental Response Trust



EXHIBIT D

DESCRIPTION OF CONTAMINATION

**SOIL CONTAMINANTS OF CONCERN
FORMER ANDERSON GUIDE FACILITY - PLANT 9
1305 WEST 29TH STREET, ANDERSON, INDIANA
IND 980 700 801**

Parameters⁽¹⁾

Volatile Organic Compounds

Ethylbenzene
Xylenes (total)

Semi-volatile Organic Compound

Benzo(a)pyrene

Metal

Arsenic

Notes:

(1) Soil analytical results are presented in the Final RFI Report, approved by IDEM July 22, 2014 (VFC #70145840). Site-specific Risk-Based Screening Levels are presented in the Addendum - Refined Human Risk Assessment (VFC #70002912) and October 2013 Refined Human Health Risk Assessment and Derivation of Site-Specific Risk-Based Screening Levels (VFC #68983809), approved by IDEM on May 19, 2014.

**GROUNDWATER CONTAMINANTS OF CONCERN
FORMER ANDERSON GUIDE FACILITY - PLANT 9
1305 WEST 29TH STREET, ANDERSON, INDIANA
IND 980 700 801**

Parameters ⁽¹⁾

Volatile Organic Compounds

1,1-Dichloroethene
cis-1,2-Dichloroethene
trans-1,2-Dichloroethene
Trichloroethene
Vinyl chloride

Notes:

(1) Groundwater analytical results are presented in the Final RFI Report, approved by IDEM July 22, 2014 (VFC #70145840). Site-specific Risk-Based Screening Levels are presented in the Addendum - Refined Human Risk Assessment (VFC #70002912) and October 2013 Refined Human Health Risk Assessment and Derivation of Site-Specific Risk-Based Screening Levels (VFC #68983809), approved by IDEM on May 19, 2014.

Environmental Restrictive Covenant ③

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 13th day of August, 2015 by Revitalizing Auto Communities Environmental Response Trust ("RACER Trust") with an operating address of 500 Woodward Avenue, Detroit, Michigan, 48226 (together with all successors and assignees, collectively "Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at Tract A – 2915 Dr. Martin Luther King Jr. Boulevard ("MLK Boulevard") 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 March 31, 2011, and recorded on February 27, 2014, as Deed Record 2014R002488, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 29.98 acres and has also been identified by the county as parcel identification number 48-11-23-900-001.000-003. The Real Estate, to which the restrictions in this Covenant apply, is depicted on maps attached hereto as Exhibit "B" and Exhibit "C".

WHEREAS: RCRA Corrective Action was conducted in accordance with IC 13-22 and other applicable Indiana law as a result of a release of hazardous waste and/or hazardous constituents relating to the former General Motors Corporation Martin Luther King Boulevard Facility (EPA ID No. IND 980 700 801).

WHEREAS: The RCRA Corrective Action activities conducted, as approved by the Indiana Department of Environmental Management ("Department"), provide that contaminants of concern ("COCs") will remain in the soil and groundwater of the Real Estate. The Department has determined that the COCs will not pose an unacceptable risk to human health or the environment at the remaining concentrations, provided that the land use restrictions contained herein are implemented. The known COCs remaining are arsenic (soil), cis-1,2-dichloroethylene (groundwater) and trichloroethylene (groundwater).

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/).

AUG 14 10:25



NOW THEREFORE, RACER Trust 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 child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
- (b) Shall not use or allow the use or extraction of 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.
- (c) Shall restore soil disturbed as a result of excavation and construction activities in such a manner that the remaining contaminant concentrations do not present a threat to human health or the environment. This determination shall be made using the Department's Remediation Closure Guide ("RCG"). Upon the Department's request, the Owner shall provide the Department written evidence (including sampling data) showing the excavated and restored area, and any other area affected by the excavation, does not represent such a threat. Contaminated soils that are excavated or disposed must be managed in accordance with all applicable federal and state laws.
- (d) Shall prohibit any activity at the Real Estate that may interfere with the groundwater monitoring or well network.

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 August 13 2015 RECORDED IN THE OFFICE OF THE RECORDER OF _____ 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 Madison 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 of its obligation to comply 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, RCG 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:

RACER Trust
500 Woodward Avenue
Detroit, MI, 48226
Attn: Robert Hare, Clean-up Manager

To Department:

IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, Hazardous Waste Permit Program

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.

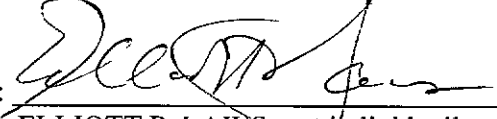
Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, RACER Trust, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 13 day of August 13, 2015.

RACER TRUST:

**REVITALIZING AUTO COMMUNITIES
ENVIRONMENTAL RESPONSE TRUST, a
New York Trust**

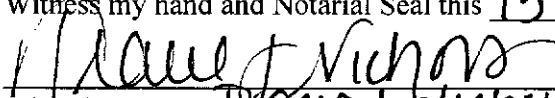
By: EPLET, LLC, acting solely in its capacity as
Administrative Trustee of Revitalizing Auto
Communities Environmental Response Trust

By: 
ELLIOTT P. LAWS, not individually,
but acting solely in his capacity
as Managing Member

~~CITY~~ COUNTY OF Wayne)
DISTRICT/STATE OF Michigan) SS.

Before me, a Notary Public in and for said City/County and District/State, personally appeared Elliott P. Laws, not individually, but acting solely in his capacity as Managing Member of EPLET, LLC, a Delaware limited liability company, acting solely in its capacity as Administrative Trustee of Revitalizing Auto Communities Environmental Response Trust, a trust organized and existing under the laws of the State of New York, and acknowledged the execution of the foregoing Environmental Restrictive Covenant for and on behalf of said company and trust, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 13 day of August, 2015.


Printed Name: Tracie L. Nichols
Residing in the City/County of Wayne, State/District of Michigan
My commission expires: 3/19/17

TRACIE L. NICHOLS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-19-2017
Acting In the County of Wayne

This instrument prepared by:
Shannon Richardson, P. Eng.
Conestoga Rovers & Associates
261 Martindale Road, Unit 3
St. Catharines, Ontario
L2W 1A2

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:

Robert Hare
500 Woodward Avenue
Detroit, Michigan, 48226

When Recorded Return To:
Title Source, Inc. - Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TSI #: 5963451174
TRACT A

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

LEGAL TRACT "A":

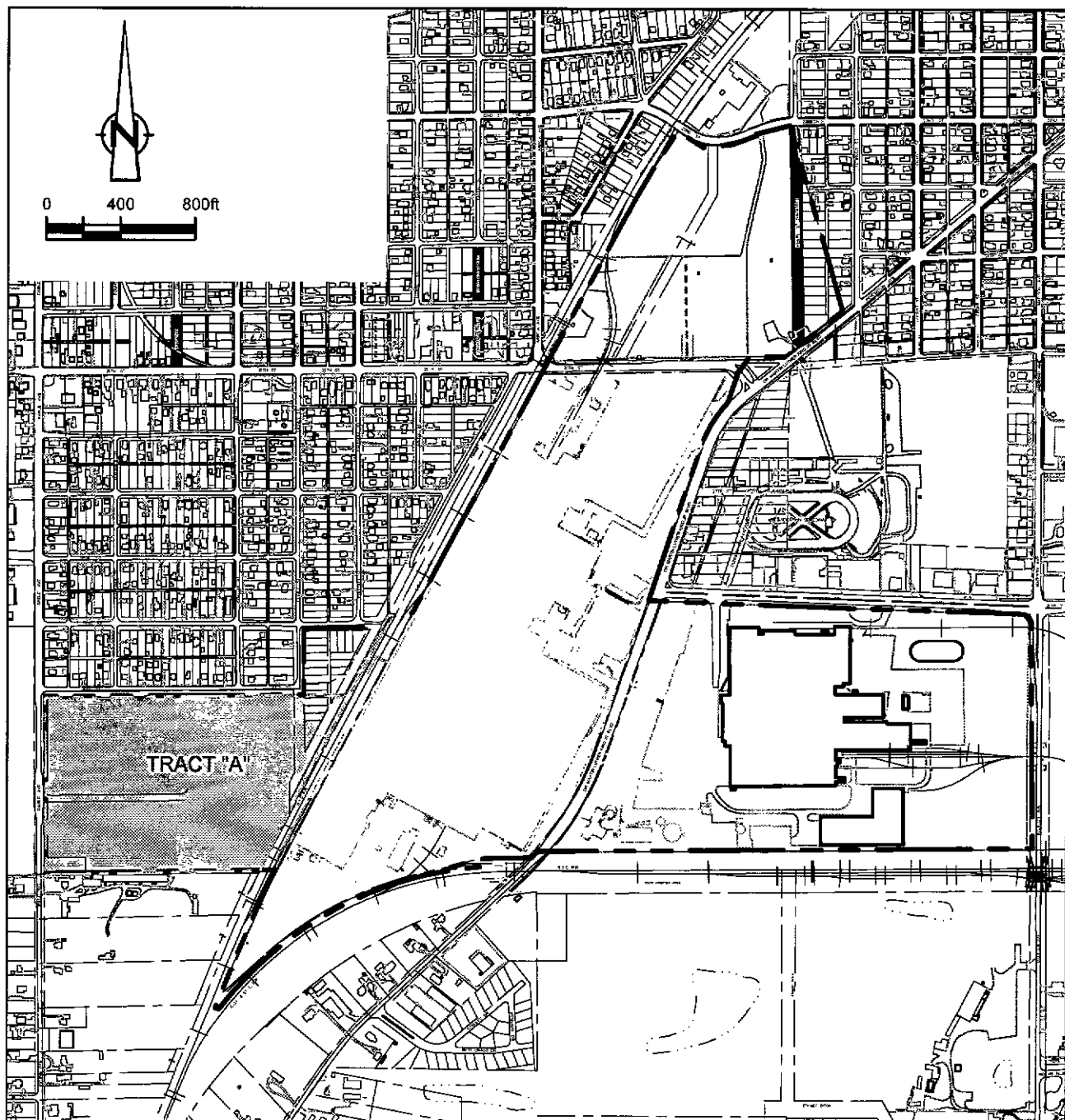
A SURVEY AND CERTIFICATION OF A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR (SET) ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, SAID POINT BEING NORTH 88 DEGREES 44 MINUTES 36 SECONDS EAST (ASSUMED BEARING), 35.00 FEET FROM AN EXISTING P.K. NAIL IN CONCRETE MARKING THE SOUTHWEST CORNER OF THE SAID QUARTER SECTION; THENCE NORTH 00 DEGREES 30 MINUTES 18 SECONDS WEST, ON A LINE PARALLEL WITH THE WEST LINE OF THE SAID QUARTER SECTION, A DISTANCE OF 940.43 FEET TO A 5/8 INCH REBAR (SET) ON THE SOUTH RIGHT-OF-WAY LINE OF 30TH STREET, AS RECORDED IN OAKLAND ADDITION TO THE CITY OF ANDERSON, INDIANA, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 8, PAGE 8 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, INDIANA; THENCE NORTH 89 DEGREES 15 MINUTES 42 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE AND SAID LINE EXTENDED EAST OF SAID STREET, A DISTANCE OF 1,610.11 FEET TO A 5/8 INCH REBAR (SET) BEING 10 FEET SOUTHEAST OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE OLD INDIANA UNION TRACTION COMPANY; THENCE NORTH 28 DEGREES 08 MINUTES 29 SECONDS EAST ON A LINE PARALLEL WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID TRACTION COMPANY, A DISTANCE OF 484.22 FEET TO A 5/8 INCH REBAR (SET) AT THE INTERSECTION WITH THE PROJECTED NORTH RIGHT-OF-WAY LINE OF 29TH STREET IN SAID ADDITION; THENCE NORTH 89 DEGREES 15 MINUTES 42 SECONDS EAST, ALONG THE PROJECT NORTH RIGHT-OF-WAY OF SAID STREET, A DISTANCE OF 26.27 FEET TO A 5/8 INCH REBAR (SET) AT THE INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CONRAIL (FORMERLY THE C.C.C. AND ST LOUIS RAILROAD); THENCE SOUTH 28 DEGREES 08 MINUTES 29 SECONDS WEST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CONRAIL, A DISTANCE OF 904.60 FEET TO A 5/8 INCH REBAR (SET) MARKING THE POINT OF CURVE, SAID POINT HAVING A RADIUS OF SOUTH 61 DEGREES 51 MINUTES 31 SECONDS EAST, 11,499.19 FEET; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY CURVED RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 632.52 FEET TO A 5/8 INCH REBAR (SET) HAVING A RADIUS POINT OF SOUTH 65 DEGREES 00 MINUTES 36 SECONDS EAST, 11,499.19 FEET AND ALSO BEING AT THE INTERSECTION WITH THE SOUTH LINE OF THE SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 44 MINUTES 36 SECONDS WEST, ALONG THE SOUTH LINE OF THE SAID QUARTER SECTION, A DISTANCE OF 1,147.13 FEET TO THE POINT OF BEGINNING.

BEING A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, AND CONTAINING 29.980 ACRES, MORE OR LESS. SUBJECT TO LEGAL RIGHTS-OF-WAY.

EXHIBIT B

KEY MAP



- LEGEND**
- SITE BOUNDARY
 - ▨ TRACT "A" BOUNDARY
 - RAILROAD
 - BUILDING LAYOUT
 - PREVIOUS BUILDING LAYOUT

EXHIBIT B.1

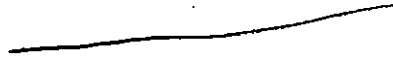
KEY MAP

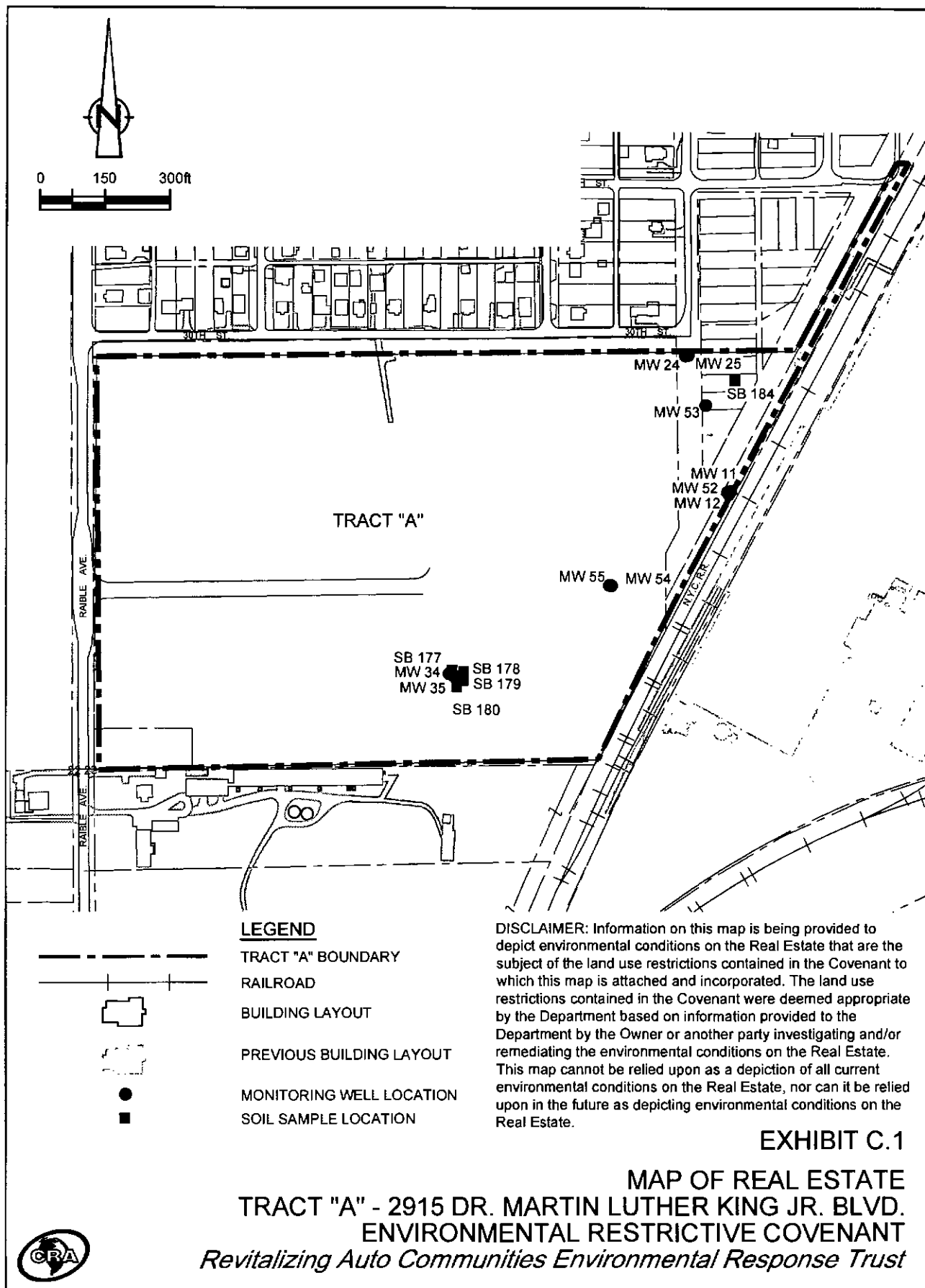
TRACT "A" - 2915 DR. MARTIN LUTHER KING JR. BLVD.
ENVIRONMENTAL RESTRICTIVE COVENANT
Revitalizing Auto Communities Environmental Response Trust



EXHIBIT C

SITE MAP





2019R013745

10/02/2019 11:13:24 AM

FEE: 25.00 PGS: 17

LINDA SMITH

MADISON COUNTY RECORDER, IN

RECORDED AS PRESENTED

THIS DOCUMENT WAS eRECORDED

Not Duly Entered For Taxation
Subject To Final Acceptance
For Transfer
Oct 02 2019

Rick G Gardner

AUDITOR MADISON COUNTY

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 13th day of September, 2019, by Revitalizing Auto Communities Environmental Response (RACER) Trust with a mailing address of P.O. Box 43859, Detroit, Michigan, 48243 (together with all successors and assignees, collectively "Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at Tract B (Central) – 2915 Doctor Martin Luther King Junior Boulevard (MLK Boulevard) 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 March 31, 2011, and recorded on March 27, 2015, as Deed Record 2015R004076, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 27.28 acres and has also been identified by the County as parcel identification numbers 48-11-23-900-001.000-003 (portion of). The Real Estate, to which the restrictions in this Covenant apply, is depicted on maps attached hereto as Exhibit "B" and Exhibit "C".

WHEREAS: Corrective Action measures under the Resource Conservation and Recovery Act ("RCRA") were conducted in accordance with IC 13-22 and other applicable Indiana law as a result of a release of hazardous waste and/or hazardous constituents relating to the former General Motors MLK Boulevard Facility (EPA ID No. IND 980 700 801).

WHEREAS: The RCRA Corrective Action activities conducted, as approved by the Indiana Department of Environmental Management ("Department"), provide that contaminants of concern (COCs) will remain in the soil and groundwater of the Real Estate. The Department has determined that the COCs will not pose an unacceptable risk to human health or the environment at the remaining concentrations, provided that the land use restrictions contained herein are implemented. The known COCs remaining are listed in Exhibit "D", which is attached hereto and incorporated herein.

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/).

NOW THEREFORE, RACER Trust 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 child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
- (b) Shall not use or allow the use or extraction of 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.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall not construct or allow occupancy of a dwelling or work space on the Real Estate unless a vapor mitigation system is installed, operated, and maintained within the dwelling or work space. IDEM may waive this restriction in writing if the Owner has provided data and analysis demonstrating to IDEM's satisfaction that there is no unacceptable current or future risk to human health via the vapor intrusion exposure pathway.
- (e) Shall prohibit any activity at the Real Estate that may interfere with the groundwater monitoring or well network, as established, or modified on the Real Estate by RACER Trust.

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 Section 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 MADISON 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 Madison 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 of its obligation to comply 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, RCG 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: RACER Trust
Attention Robert Hare, Cleanup Manager
P.O. Box 43859
Detroit, Michigan, 48243

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue, IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, Hazardous Waste Permit Program

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.

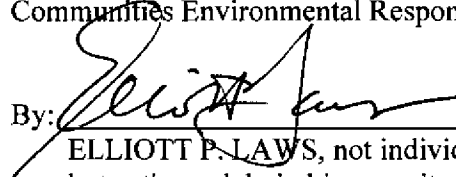
Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, RACER Trust, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 29th day of August, 2019.

RACER TRUST:

**REVITALIZING AUTO COMMUNITIES
ENVIRONMENTAL RESPONSE TRUST**, a
trust formed under the laws of the State of New
York

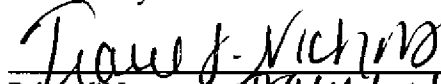
By: EPLET, LLC, acting solely in its capacity as
Administrative Trustee of Revitalizing Auto
Communities Environmental Response Trust

By: 
ELLIOTT P. LAWS, not individually,
but acting solely in his capacity
as Managing Member

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

Before me, a Notary Public in and for said County and State, personally appeared Elliott P. Laws, not individually, but acting solely in his capacity as Managing Member of EPLET, LLC, a Delaware limited liability company, acting solely in its capacity as Administrative Trustee of Revitalizing Auto Communities Environmental Response Trust, a trust organized and existing under the laws of the State of New York, and acknowledged the execution of the foregoing Environmental Restrictive Covenant for and on behalf of said company and trust, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 29th day of August, 2019.


Printed Name: Tracie L. Nichols
Residing in the County of Wayne
My commission expires: 3/19/23

TRACIE L. NICHOLS
Notary Public, State of Michigan
County Of Wayne
My Commission Expires 03-19-2023
Acting in the County of Wayne

This instrument was prepared outside of the State of Indiana by:
Robert Catallo, B. Sc.

GHD

261 Martindale Road, Unit 3

St. Catharines, Ontario

Canada

L2W 1A2

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:

Robert Hare

RACER Trust Cleanup Manager

P.O. Box 43859

Detroit, Michigan, 48243

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

LEGAL DESCRIPTION

TRACT "B" (CENTRAL) AREA:

A PART OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, CITY OF ANDERSON, COUNTY OF MADISON, STATE OF INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, THENCE ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, N89°01'03"E A DISTANCE OF 32.00 FEET TO A P.K. NAIL; THENCE CONTINUING ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, N89°01'03"E A DISTANCE OF 402.01 FEET; THENCE S20°01'03"W AND A DISTANCE OF 32.13 FEET; THENCE N89°01'03"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF 25TH STREET, A DISTANCE OF 291.77 FEET; THENCE S20°01'03"W, A DISTANCE OF 10.71 FEET; THENCE N89°01'03"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF 25TH STREET, A DISTANCE OF 355.52 FEET; THENCE S18°51'45"W, A DISTANCE OF 140.61 FEET TO A POINT ON THE NORTHERLY CURVED RIGHT-OF-WAY OF DR. MARTIN LUTHER KING BOULEVARD, CONCAVE SOUTHEASTERLY, SAID POINT HAVING A RADIUS OF 633.20 FEET, AN ARC DISTANCE OF 298.51 FEET, AND CHORD BEARING OF S32°54'39"W AND CHORD DISTANCE OF 295.75 FEET TO A POINT OF TANGENCY; THENCE S19°28'23"W, ALONG THE WESTERLY RIGHT-OF-WAY OF DR. MARTIN LUTHER KING BOULEVARD, A DISTANCE OF 389.51 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHEASTERLY, SAID POINT HAVING A RADIUS OF 4963.91 FEET, AN ARC DISTANCE OF 142.78 FEET, AND CHORD BEARING OF S18°51'45"W AND CHORD DISTANCE OF 142.78 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE S15°28'58"W, A DISTANCE OF 143.84 FEET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S16°06'11"W, A DISTANCE OF 212.42 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE S18°46'45"W, A DISTANCE OF 100.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG A BEARING OF S18°46'45"W AND DISTANCE OF 752.55 FEET TO A POINT ON THE NORTHERLY CURVED RIGHT-OF-WAY OF DR. MARTIN LUTHER KING BOULEVARD, CONCAVE SOUTHWESTERLY; THENCE N88°31'12"W, A DISTANCE OF 113.83 FEET; THENCE S54°52'58"W, A DISTANCE OF 30.25 FEET; THENCE S10°08'02"W, A DISTANCE OF 171.49 FEET; THENCE S31°15'03"W, A DISTANCE OF 81.41 FEET; THENCE S35°31'25"W, A DISTANCE OF 246.70 FEET; THENCE N63°04'10"W, A DISTANCE OF 1,130.61 FEET TO A POINT ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE CSX (F/K/A CONRAIL) RAILROAD; THENCE ALONG SAID RIGHT-OF-WAY N28°26'05"E, A DISTANCE OF 718.23 FEET; THENCE N89°01'03"E, A DISTANCE OF 1,262.23 FEET TO THE POINT OF BEGINNING.

TAX PARCEL ID: PORTION OF 48-11-23-900-001.000-003

COMMONLY KNOWN AS: 3101 DR. MARTIN LUTHER KING JR. BOULEVARD, ANDERSON, INDIANA 46016

EXHIBIT B

KEY MAP

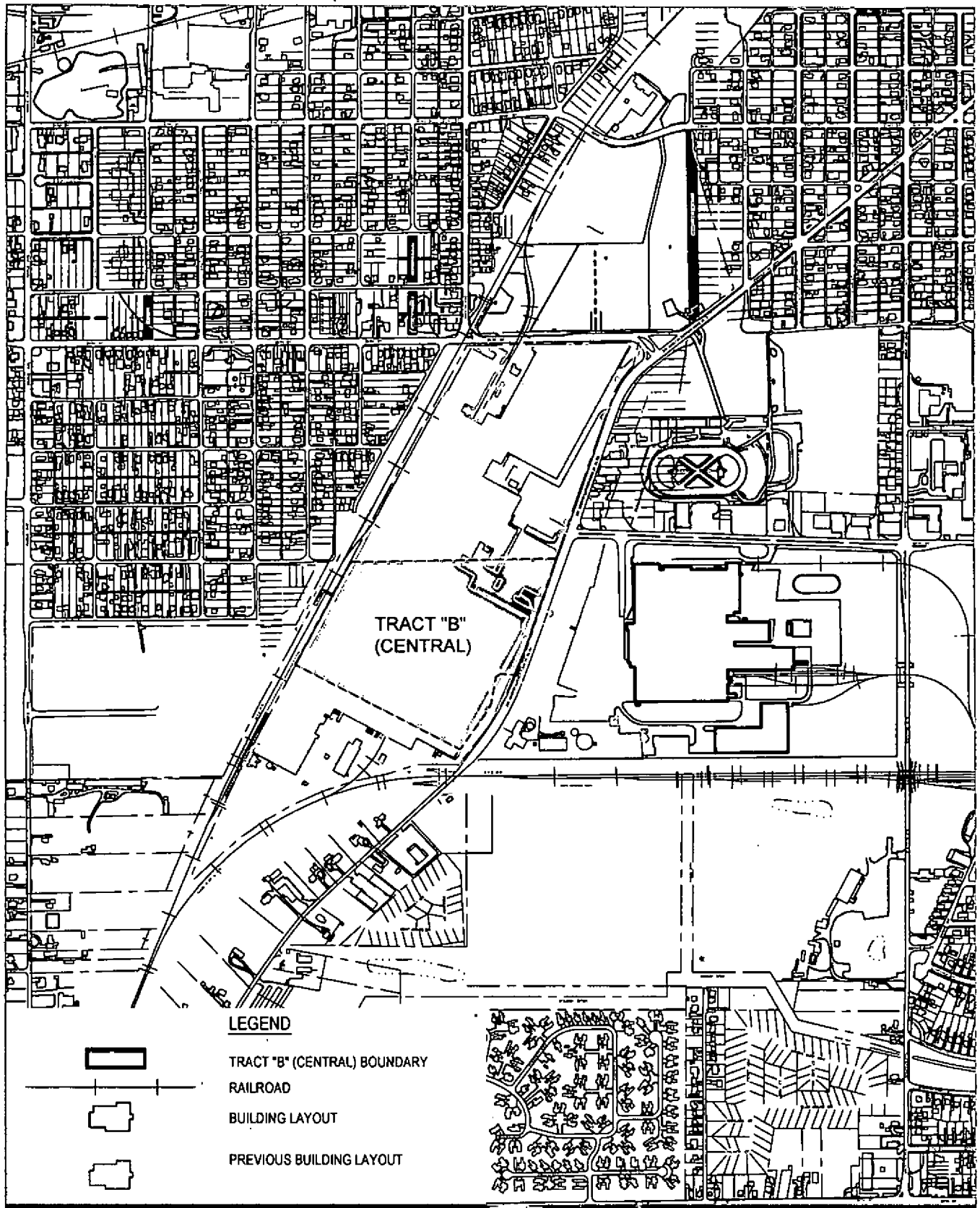
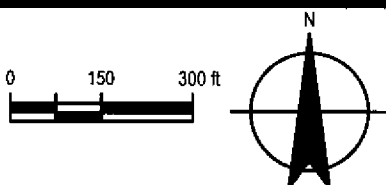
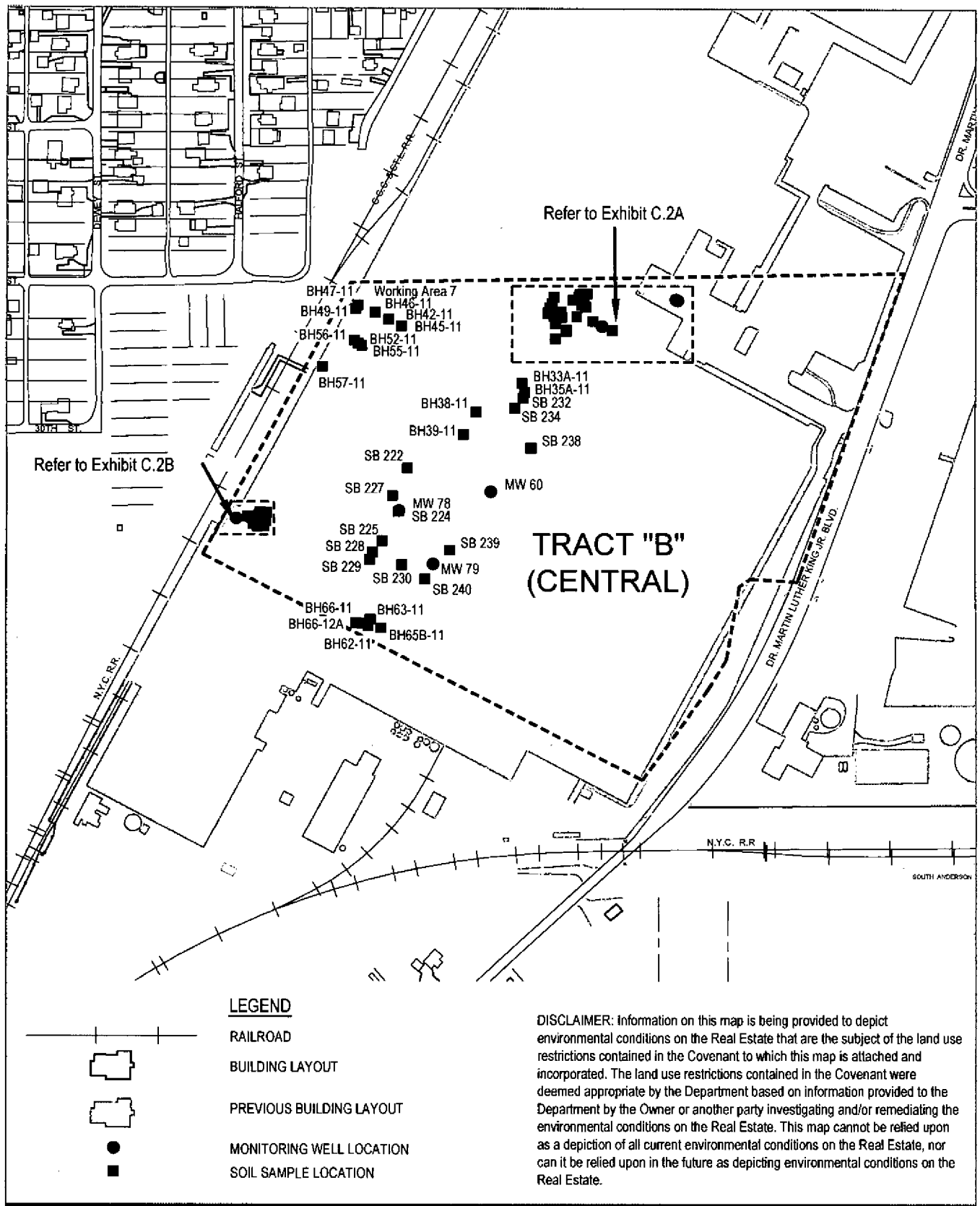


EXHIBIT C

SITE MAP

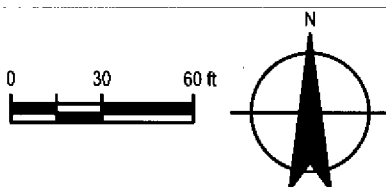
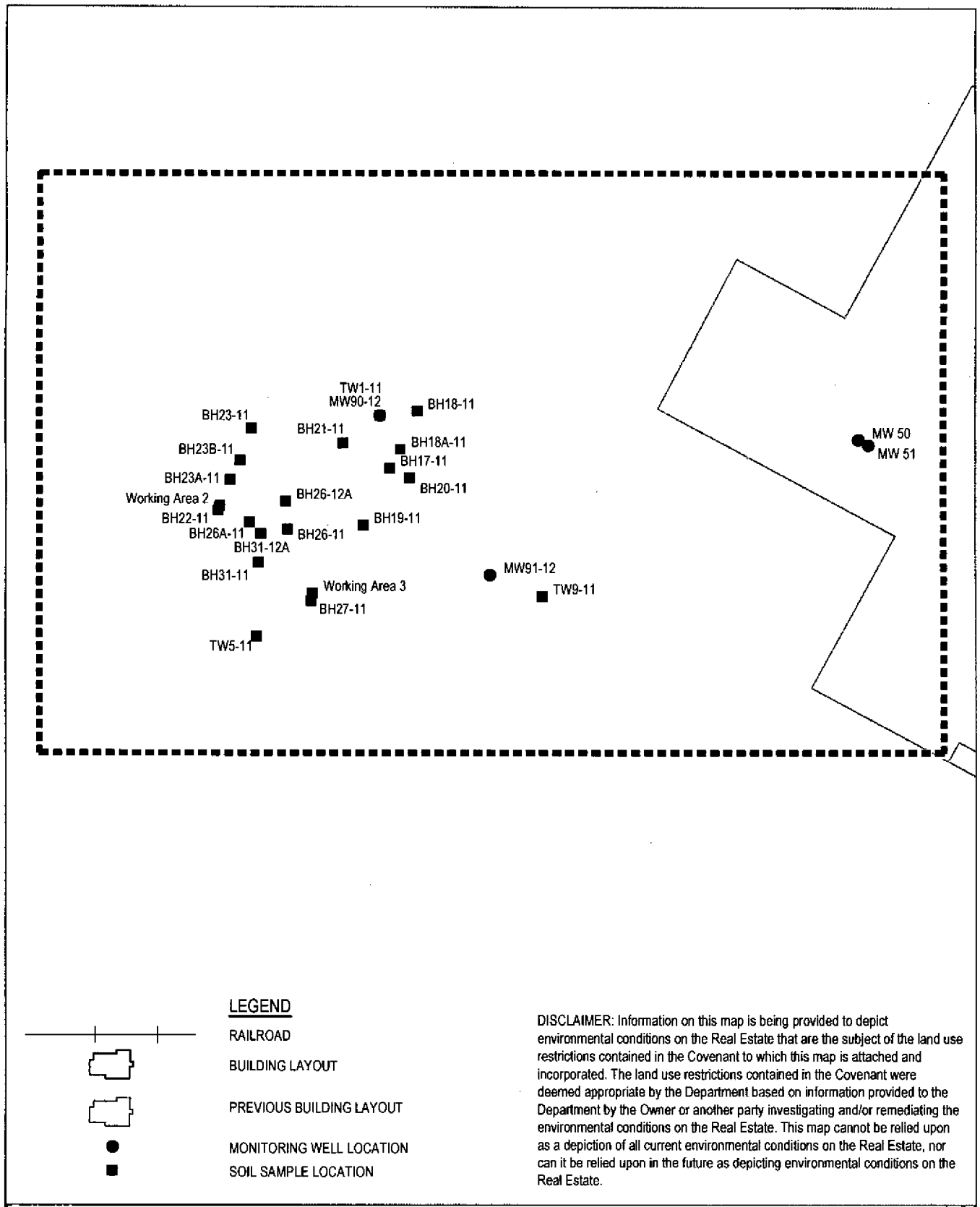


REVITALIZING AUTO COMMUNITIES
ENVIRONMENTAL RESPONSE TRUST
TRACT "B" (CENTRAL) -
2915 DR. MARTIN LUTHER KING JR. BLVD.
ENVIRONMENTAL RESTRICTIVE COVENANT

Project No. 017302-T02
Report No. MARSH055
Date April 2019

SITE MAP

EXHIBIT C.1

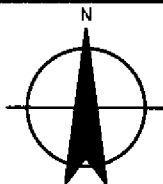
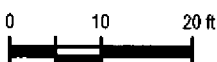
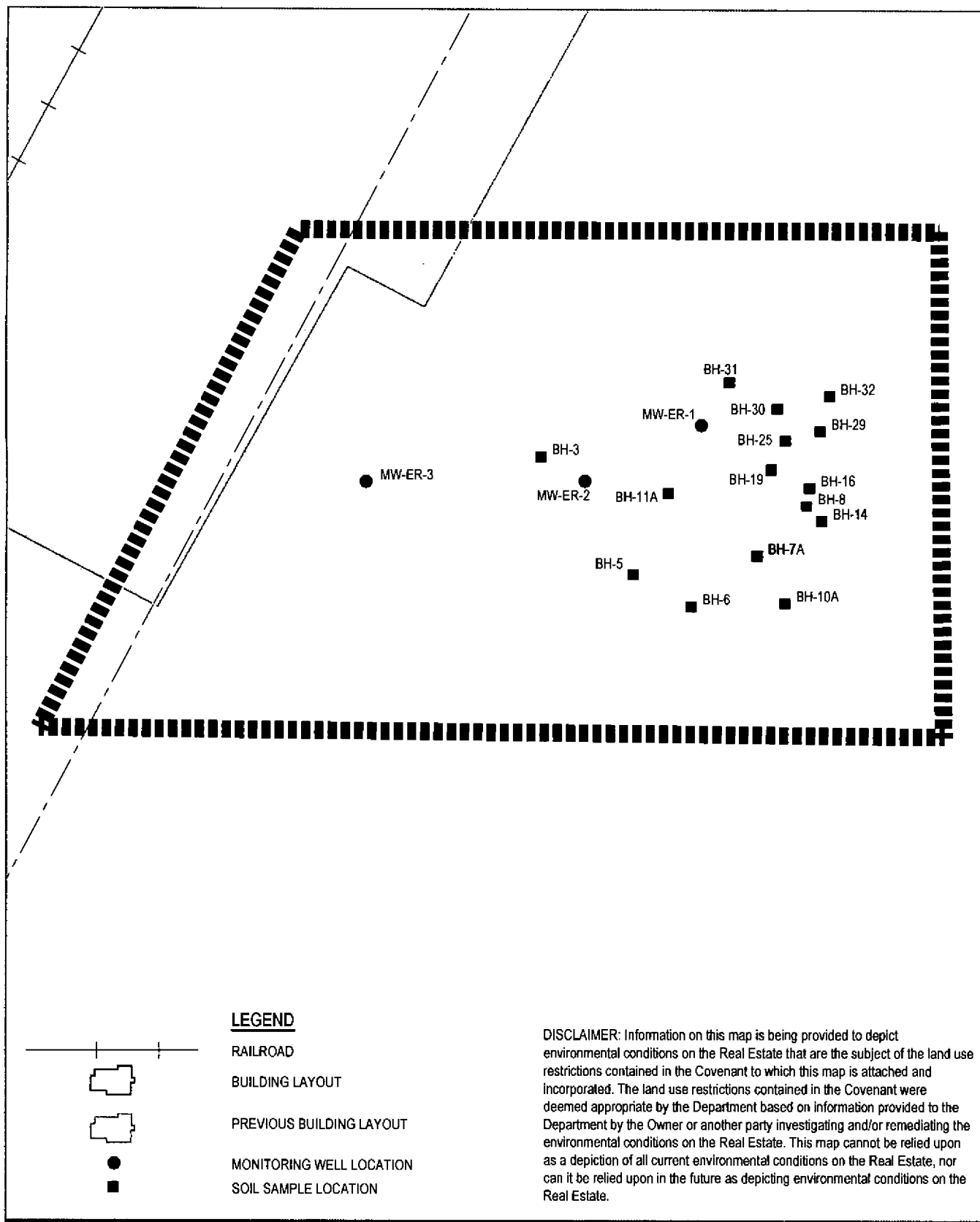


REVITALIZING AUTO COMMUNITIES
ENVIRONMENTAL RESPONSE TRUST
TRACT "B" (CENTRAL) -
2915 DR. MARTIN LUTHER KING JR. BLVD.
ENVIRONMENTAL RESTRICTIVE COVENANT

Project No. 017302-T02
Report No. MARSH055
Date April 2019

SITE MAP

EXHIBIT C.2A



REVITALIZING AUTO COMMUNITIES
ENVIRONMENTAL RESPONSE TRUST
TRACT "B" (CENTRAL) -
2915 DR. MARTIN LUTHER KING JR. BLVD.
ENVIRONMENTAL RESTRICTIVE COVENANT

Project No. 017302-T02
Report No. MARSH055
Date April 2019

SITE MAP

EXHIBIT C.2B

EXHIBIT D

DESCRIPTION OF CONTAMINATION

**Soil Contaminants of Concern
Former Anderson Guide Facility - Tract B (Central)
2915 Dr. Martin Luther King Jr. Boulevard, Anderson, Indiana
IND 980 700 801**

Parameters ⁽¹⁾

Metals

Arsenic
Chromium VI (hexavalent)
Copper
Mercury
Nickel
Thallium

General Chemistry

Cyanide (total)

Notes:

(1) Soil analytical results are presented in the Final RFI Report, approved by IDEM July 22, 2014 (VFC #70145840). Site-specific Risk-Based Screening Levels are presented in Addendum 1 - Refined Human Risk Assessment (VFC #70002912), Addendum 2 - Refined Human Health Risk Assessment (Cyanide) (VFC #80221052) and October 2013 Refined Human Health Risk Assessment and Derivation of Site-Specific Risk-Based Screening Levels (VFC #68983809), approved by IDEM on May 19, 2014.

**Groundwater Contaminants of Concern
Former Anderson Guide Facility - Tract B (Central)
2915 Dr. Martin Luther King Jr. Boulevard, Anderson, Indiana
IND 980 700 801**

Parameters ⁽¹⁾

Volatile Organic Compounds

1,1-Dichloroethane
1,1-Dichloroethene
cis-1,2-Dichloroethene
trans-1,2-Dichloroethene
Trichloroethene
Vinyl chloride

Metals

Chromium
Chromium VI (hexavalent)
Copper
Lead
Nickel

General Chemistry

Cyanide (total)

Notes:

(1) Groundwater analytical results are presented in the Final RFI Report, approved by IDEM July 22, 2014 (VFC #70145840) and Annual Monitoring Reports (2014-2018). Site-specific Risk-Based Screening Levels are presented in the Addendum 1 - Refined Human Risk Assessment (VFC #70002912), Addendum 2 - Refined Human Health Risk Assessment (Cyanide) (VFC #80221052) and October 2013 Refined Human Health Risk Assessment and Derivation of Site-Specific Risk-Based Screening Levels (VFC #68983809), approved by IDEM on May 19, 2014.

END OF DOCUMENT

Not
Duly Entered for Taxation
Subject to Final Acceptance for Transfer

2015R004289
04/02/2015 11:35:58 AM

FEE: 41.00 PGS: 15

LINDA SMITH

MADISON COUNTY RECORDER, IN
RECORDED AS PRESENTED

APR 02 2015

James E. Lyons
AUDITOR, MADISON COUNTY

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 1ST day of April, 2015, by Revitalizing Auto Communities Environmental Response (RACER) Trust with an operating address of 500 Woodward Avenue, Suite 1510, Detroit, Michigan, 48226 (together with all successors and assignees, collectively "Owner").

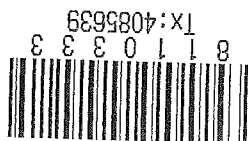
WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at Tract B (North) – 2915 Doctor Martin Luther King Junior Boulevard (MLK Boulevard) and more particularly described in the attached Exhibit "A" ("Real Estate"), which is hereby incorporated and made a part hereof. This Real Estate was acquired by deed on March 31, 2011, and recorded on March 27, 2015, as Deed Record 2015R004076, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 34.407 acres and has also been identified by the county as parcel identification number[s] 48-11-23-900-001.000-003 (portion of). The Real Estate, to which the restrictions in this Covenant apply, is depicted on maps attached hereto as Exhibit "B" and Exhibit "C".

WHEREAS: RCRA Corrective Action was conducted in accordance with IC 13-22 and other applicable Indiana law as a result of a release of hazardous waste and/or hazardous constituents relating to the former General Motors MLK Boulevard Facility (EPA ID No. IND 980 700 801).

WHEREAS: The RCRA Corrective Action activities conducted, as approved by the Indiana Department of Environmental Management ("Department"), provide that contaminants of concern (COCs) will remain in the soil and groundwater of the Real Estate. The Department has determined that the COCs will not pose an unacceptable risk to human health or the environment at the remaining concentrations, provided that the land use restrictions contained herein are implemented. The known COCs remaining are listed in Exhibit "D", which is attached hereto and incorporated herein.

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/).

APR 2 AM 10:52



NOW THEREFORE, RACER Trust 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 child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
- (b) Shall not use or allow the use or extraction of 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.
- (c) Shall not use the Real Estate for any agricultural use.
- (d) Shall prohibit any activity at the Real Estate that may interfere with the groundwater monitoring or well network.

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 April 1st 2015, RECORDED IN THE OFFICE OF THE RECORDER OF MADISON COUNTY ON April 2nd, 2015 INSTRUMENT NUMBER (or other identifying reference) 20152004284 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 Madison 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 of its obligation to comply 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, RCG 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: RACER Trust
Attention Robert Hare
500 Woodward Avenue
Detroit, Michigan, 48226

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue, IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, Hazardous Waste Permit Program

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.

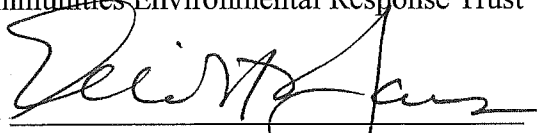
Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, RACER Trust, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 1ST day of April, 2015.

RACER TRUST:

**REVITALIZING AUTO COMMUNITIES
ENVIRONMENTAL RESPONSE TRUST,**
a New York trust

By: EPLET, LLC, acting solely in its capacity as
Administrative Trustee of Revitalizing Auto
Communities Environmental Response Trust

By: 
ELLIOTT P. LAWS, not individually,
but acting solely in his capacity
as Managing Member

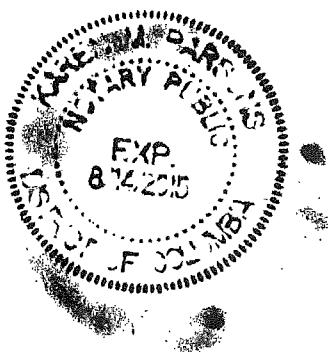
CITY OF WASHINGTON)
) SS.
DISTRICT OF COLUMBIA)

Before me, a Notary Public in and for said County and State, personally appeared Elliott P. Laws, not individually, but acting solely in his capacity as Managing Member of EPLET, LLC, a Delaware limited liability company, acting solely in its capacity as Administrative Trustee of Revitalizing Auto Communities Environmental Response Trust, a trust organized and existing under the laws of the State of New York, and acknowledged the execution of the foregoing Environmental Restrictive Covenant for and on behalf of said company and trust, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 30th day of March, 2015.

Karen M Parsons
Printed Name: Karen M Parsons
Residing in the City of Washington, District of Columbia
My commission expires: 8-14-2015

KAREN M PARSONS
Notary Public, District of Columbia
My Commission Expires on August 14, 2015



This instrument prepared by:
Shannon Richardson, B.A. Sc.
Conestoga-Rovers & Associates
261 Martindale Road, Unit 3
St. Catharines, Ontario
Canada
L2W 1A2

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:

Robert Hare
500 Woodward Avenue
Detroit, Michigan, 48226

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

LEGAL TRACT "B" (NORTH) AREA:

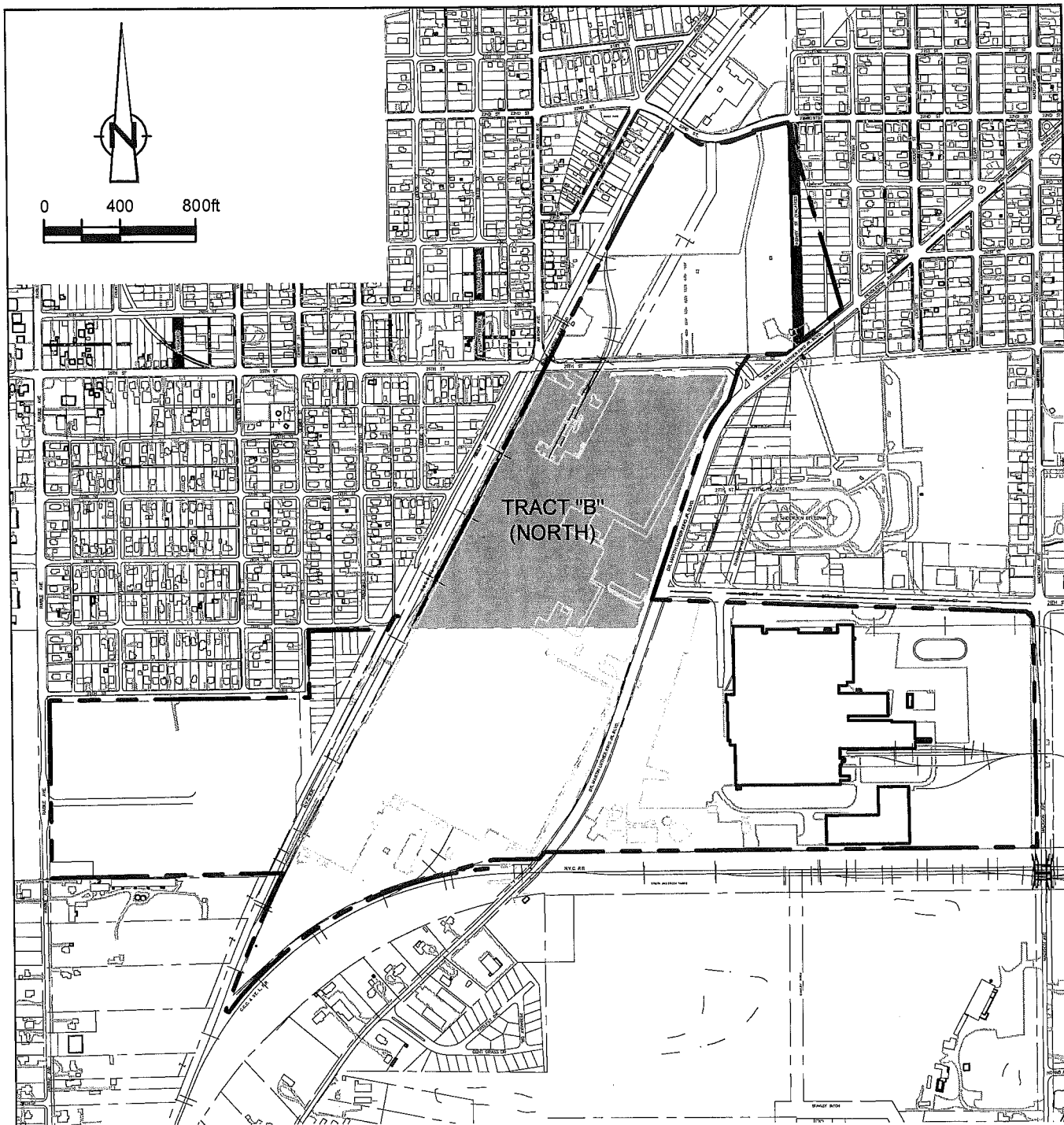
A SURVEY OF A PART OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST THENCE ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, N89°01'03"E A DISTANCE OF 32.00 FEET TO A P.K. NAIL, SAID POINT BEING THE POINT AND PLACE OF BEGINNING FOR THIS TRACT; THENCE CONTINUING ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, N89°01'03"E A DISTANCE OF 402.01 FEET; THENCE S20°01'03"W AND A DISTANCE OF 32.13 FEET; THENCE N89°01'03"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF 25TH STREET A DISTANCE OF 291.77 FEET; THENCE S20°01'03"W, A DISTANCE OF 10.71 FEET; THENCE N89°01'03"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF 25TH STREET, A DISTANCE OF 355.52 FEET; THENCE S18°51'45"W, A DISTANCE OF 140.61 FEET TO A POINT ON THE NORTHERLY CURVED RIGHT-OF-WAY OF DR. MARTIN LUTHER KING BOULEVARD, CONCAVE SOUTHEASTERLY, SAID POINT HAVING A RADIUS OF 633.20 FEET, AN ARC DISTANCE OF 298.51 FEET, AND CHORD BEARING OF S32°54'39"W AND CHORD DISTANCE OF 295.75 FEET TO A POINT OF TANGENCY; THENCE S19°28'23"W, ALONG THE WESTERLY RIGHT-OF-WAY OF DR. MARTIN LUTHER KING BOULEVARD, A DISTANCE OF 389.51 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHEASTERLY, SAID POINT HAVING A RADIUS OF 4963.91 FEET, AN ARC DISTANCE OF 142.78 FEET, AND CHORD BEARING OF S18°51'45"W AND CHORD DISTANCE OF 142.78 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE S15°28'58"W, A DISTANCE OF 143.84 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE S16°06'11"W, A DISTANCE OF 212.42 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE S18°46'45"W, A DISTANCE OF 100.66 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE S89°01'03"W, A DISTANCE OF 1262.23 FEET; THENCE N28°26'05"E ALONG THE EASTERLY RIGHT-OF-WAY LINE OF CONRAIL RAILROAD, A DISTANCE OF 1552.94 FEET TO A POINT BEING THE POINT OF BEGINNING.

CONTAINING: 1,498,781 SQUARE FEET OR 34.407 ACRES, MORE OR LESS.

EXHIBIT B

KEY MAP



LEGEND

-  SITE BOUNDARY
-  TRACT "B" (NORTH) BOUNDARY
-  RAILROAD
-  BUILDING LAYOUT
-  PREVIOUS BUILDING LAYOUT

EXHIBIT B.1

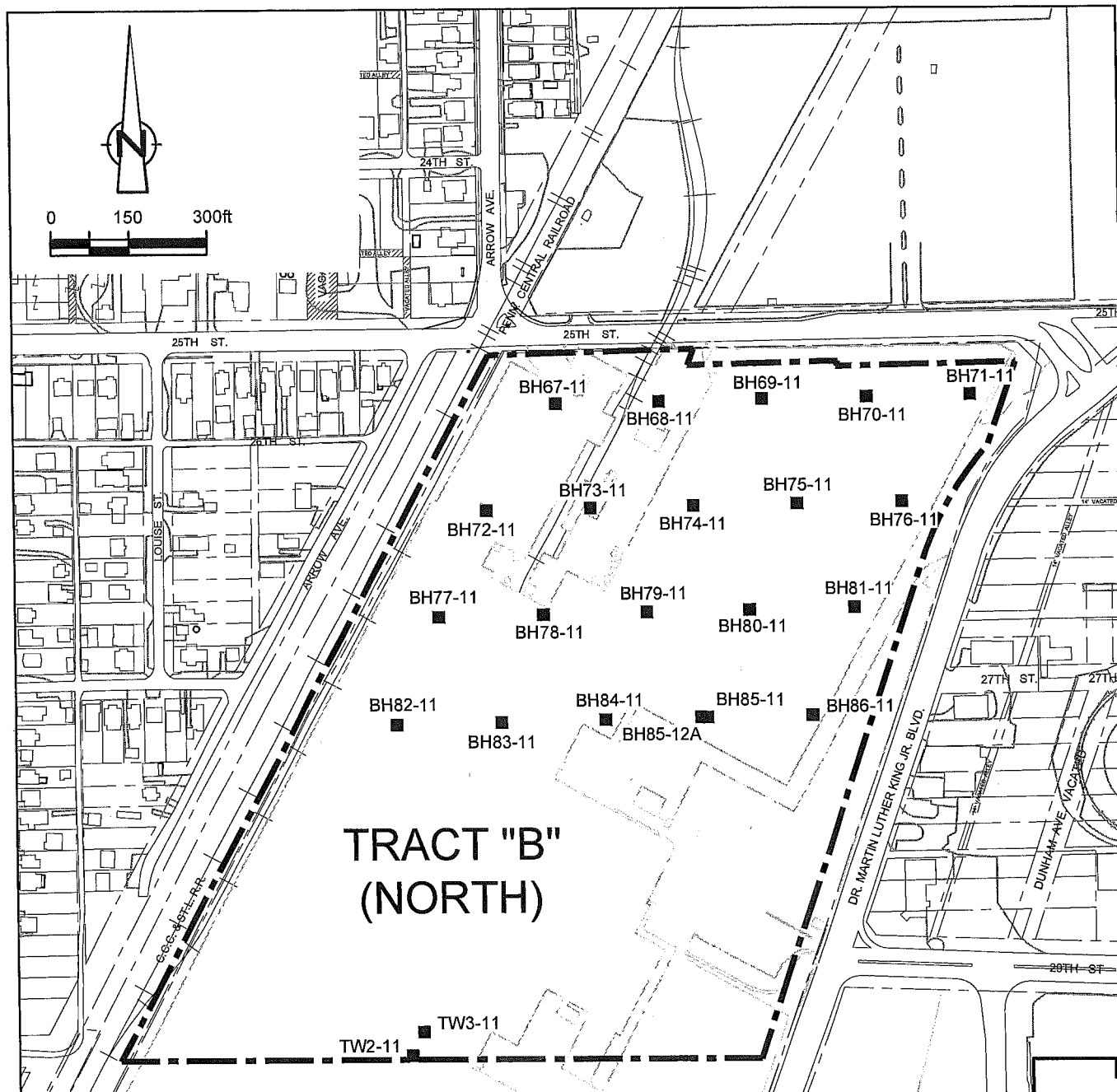
KEY MAP

TRACT "B" (NORTH) - 2915 DR. MARTIN LUTHER KING JR. BLVD.
ENVIRONMENTAL RESTRICTIVE COVENANT
Revitalizing Auto Communities Environmental Response Trust



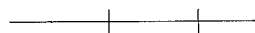
EXHIBIT C

SITE MAP



TRACT "B" (NORTH)

LEGEND

-  TRACT "B" (NORTH) BOUNDARY
-  RAILROAD
-  BUILDING LAYOUT
-  PREVIOUS BUILDING LAYOUT
-  MONITORING WELL LOCATION
-  SOIL SAMPLE LOCATION

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.

EXHIBIT C.1

SITE MAP

TRACT "B" (NORTH) - 2915 DR. MARTIN LUTHER KING JR. BLVD.
ENVIRONMENTAL RESTRICTIVE COVENANT

Revitalizing Auto Communities Environmental Response Trust



EXHIBIT D

DESCRIPTION OF CONTAMINATION

**SOIL CONTAMINANTS OF CONCERN
FORMER ANDERSON GUIDE FACILITY - TRACT B (NORTH)
2915 DR. MARTIN LUTHER KING JR. BLVD., ANDERSON, INDIANA
IND 980 700 801**

Parameters⁽¹⁾

Metals

Arsenic
Cadmium
Copper
Thallium

Notes:

(1) Soil analytical results are presented in the Final RFI Report, approved by IDEM July 22, 2014 (VFC #70145840). Site-specific Risk-Based Screening Levels are presented in the Addendum - Refined Human Risk Assessment (VFC #70002912) and October 2013 Refined Human Health Risk Assessment and Derivation of Site-Specific Risk-Based Screening Levels (VFC #68983809), approved by IDEM on May 19, 2014.

**GROUNDWATER CONTAMINANTS OF CONCERN
FORMER ANDERSON GUIDE FACILITY - TRACT B (NORTH)
2915 DR. MARTIN LUTHER KING JR. BLVD., ANDERSON, INDIANA
IND 980 700 801**

Parameters ⁽¹⁾

Volatile Organic Compounds

1,1-Dichloroethene
cis-1,2-Dichloroethene
trans-1,2-Dichloroethene
Trichloroethene
Vinyl chloride

Notes:

(1) Groundwater analytical results are presented in the Final RFI Report, approved by IDEM July 22, 2014 (VFC #70145840). Site-specific Risk-Based Screening Levels are presented in the Addendum - Refined Human Risk Assessment (VFC #70002912) and October 2013 Refined Human Health Risk Assessment and Derivation of Site-Specific Risk-Based Screening Levels (VFC #68983809), approved by IDEM on May 19, 2014.

END OF DOCUMENT

Environmental Restrictive Covenant ②

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 7th day of July, 2015, by Revitalizing Auto Communities Environmental Response (RACER) Trust with an operating address of 500 Woodward Avenue, Suite 1510, Detroit, Michigan, 48226 (together with all successors and assignees, collectively "Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at Tract C - 2915 Doctor Martin Luther King Junior Boulevard (MLK Boulevard), at the northeast corner of the intersection of West 25th Street and Arrow Avenue, 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 March 31, 2011, and recorded on March 27, 2015, as Deed Record 2015R004076, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 25.144 acres and has also been identified by the county as parcel identification number[s] 48-11-14-403-001.000-003 (portion of). The Real Estate, to which the restrictions in this Covenant apply, is depicted on maps attached hereto as Exhibit "B" and Exhibit "C".

WHEREAS: RCRA Corrective Action was conducted in accordance with IC 13-22 and other applicable Indiana law as a result of a release of hazardous waste and/or hazardous constituents relating to the former General Motors MLK Boulevard Facility (EPA ID No. IND 980 700 801).

WHEREAS: The RCRA Corrective Action activities conducted, as approved by the Indiana Department of Environmental Management ("Department"), provide that contaminants of concern (COCs) will remain in the soil of the Real Estate. The Department has determined that the COCs will not pose an unacceptable risk to human health or the environment at the remaining concentrations, provided that the land use restrictions contained herein are implemented. These COCs are benzo(a)pyrene and arsenic.

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/).

AUG 14 PM 10:25



AUG 11 PM 3:43

NOW THEREFORE, RACER Trust 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 child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools). IDEM may waive this restriction in writing if the Owner has provided data and analysis demonstrating to IDEM's satisfaction that there is no unacceptable current or future potential risk if the Real Estate were to be used for residential purposes.
- (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.
- (c) Shall not use the Real Estate for any agricultural use. IDEM may waive this restriction in writing if the Owner has provided data and analysis demonstrating to IDEM's satisfaction that there is no current or potential future unacceptable risk if the Real Estate were to be used for agricultural purposes.

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 _____ 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 _____ 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 of its obligation to comply 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, RCG 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: RACER Trust
Attention Robert Hare
500 Woodward Avenue
Detroit, Michigan, 48226

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue, IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, Hazardous Waste Permit Program

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.

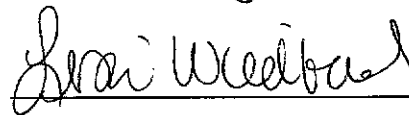
15. Severability. If any portion of this Covenant, or other term set forth herein, is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect, as if such portion found invalid had not been included 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.

IN WITNESS WHEREOF, RACER Trust, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 7th day of July, 2015.

By: EPLET, LLC, acting solely in its capacity as
Administrative Trustee of Revitalizing Auto
Communities Environmental Response Trust

Wayne County)
State of Michigan) SS:
)

Witness my hand and Notarial Seal this 7th day of July, 2015.



Residing in _____ County, _____

5

This instrument prepared by:
Shannon Richardson, B.A. Sc.
Conestoga-Rovers & Associates
261 Martindale Road, Unit 3
St. Catharines, Ontario
Canada
L2W 1A2

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:

Robert Hare
500 Woodward Avenue
Detroit, Michigan, 48226

When Recorded Return To:
Title Source, Inc. - Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TSI #: 59634511TG

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

LEGAL TRACT "C":

A SURVEY AND CERTIFICATION OF A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, DESCRIBED AS FOLLOWS:

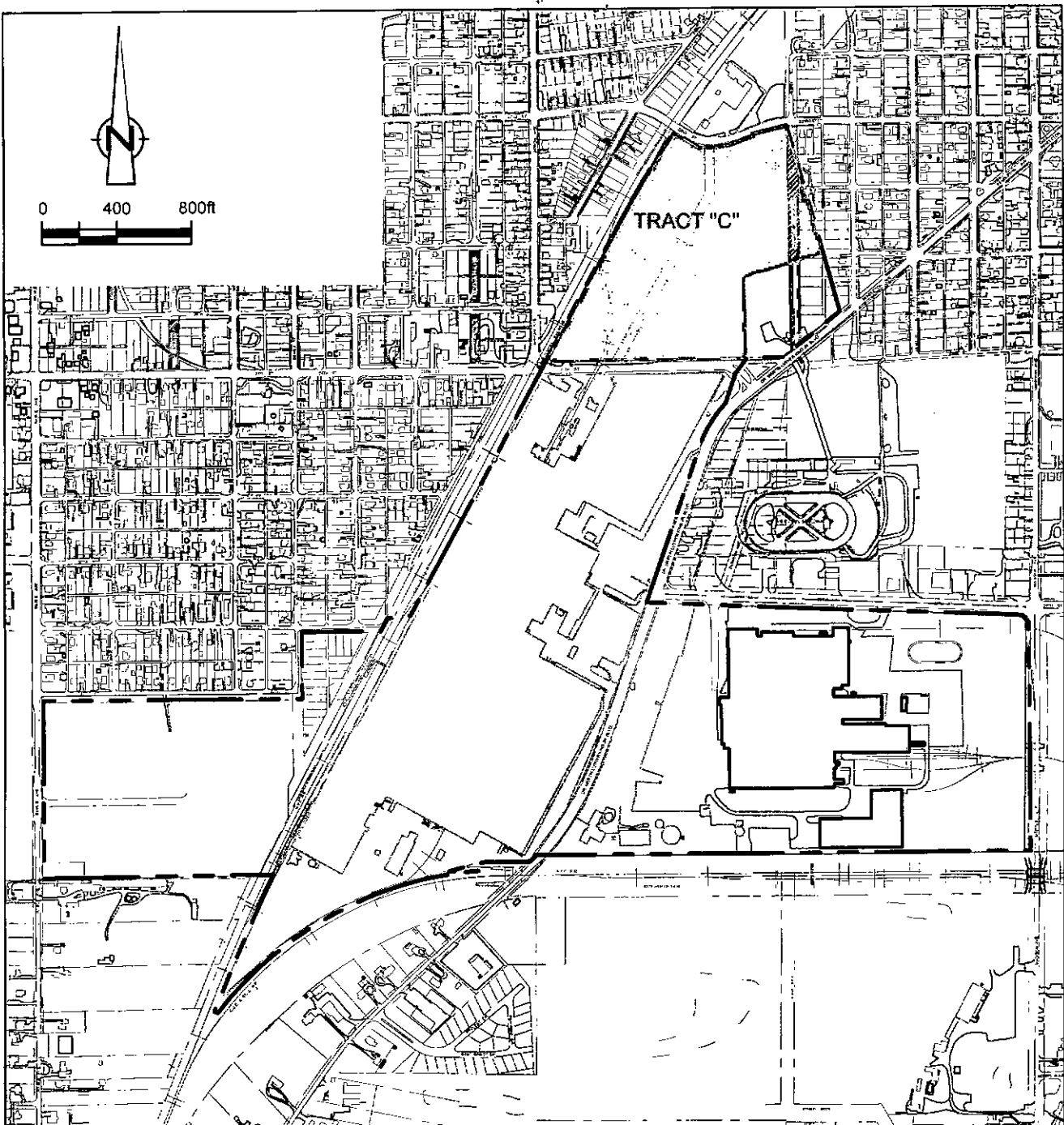
BEGINNING AT A 5/8 INCH REBAR (SET) ON THE NORTH RIGHT-OF-WAY LINE OF 25TH STREET, SAID POINT BEING NORTH 88 DEGREES 43 MINUTES 29 SECONDS EAST (ASSUMED BEARING), 86.53 FEET AND NORTH 01 DEGREES 16 MINUTES 31 SECONDS WEST, 40.00 FEET FROM A P.K. NAIL OVER AN EXISTING IRON PIPE IN CASTING MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 19 NORTH, RANGE 7 EAST, AND RUNNING THENCE NORTH 27 DEGREES 59 MINUTES 13 SECONDS WEST, A DISTANCE OF 33.80 FEET TO A 5/8 INCH REBAR (SET) ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CONRAIL (FORMERLY THE C.C.C. AND ST. LOUIS RAILROAD); THENCE NORTH 28 DEGREES 08 MINUTES 29 SECONDS EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID RAILROAD, A DISTANCE OF 804.18 FEET TO A 5/8 INCH REBAR (SET) AT THE POINT OF CURVE, SAID POINT HAVING A RADIUS POINT OF SOUTH 61 DEGREES 51 MINUTES 31 SECONDS EAST, 5,689.65 FEET; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD, AN ARC DISTANCE OF 558.39 FEET TO A 5/8 INCH REBAR (SET) MARKING THE SOUTHERLY RIGHT-OF-WAY LINE OF 22ND STREET, SAID POINT HAVING A RADIUS POINT OF SOUTH S6 DEGREES 14 MINUTES 08 SECONDS EAST, 5,689.65 FEET; THENCE SOUTH 57 DEGREES 40 MINUTES 19 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STREET, A DISTANCE OF 158.81 FEET TO A 5/8 INCH REBAR (SET); THENCE NORTH 84 DEGREES 44 MINUTES 32 SECONDS EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STREET, A DISTANCE OF 152.82 FEET TO A 5/8 INCH REBAR (SET); THENCE NORTH 69 DEGREES 57 MINUTES 05 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STREET, A DISTANCE OF 143.09 FEET TO A 5/8 INCH REBAR (SET); THENCE NORTH 14 DEGREES 21 MINUTES 43 SECONDS WEST ALONG THE RIGHT-OF-WAY LINE OF SAID STREET, A DISTANCE OF 10.00 FEET TO A 5/8 INCH REBAR (SET); THENCE NORTH 75 DEGREES 38 MINUTES 17 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STREET, A DISTANCE OF 186.30 FEET TO AN "X" IN A CONCRETE SIDEWALK; THENCE SOUTH 15 DEGREES 42 MINUTES 14 SECONDS EAST, A DISTANCE OF 326.00 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 16 DEGREES 53 MINUTES 52 SECONDS EAST, A DISTANCE OF 381.79 FEET TO A 5/8 INCH REBAR (SET); THENCE SOUTH 73 DEGREES 07 MINUTES 57 SECONDS WEST, A DISTANCE OF 433.55 FEET TO A 5/8 INCH REBAR (SET); THENCE SOUTH 01 DEGREES 14 MINUTES 15 SECONDS WEST, A DISTANCE OF 431.61 FEET TO A 5/8 INCH REBAR (SET) ON THE NORTH RIGHT-OF-WAY LINE OF 25TH STREET; THENCE SOUTH 88 DEGREES 43 MINUTES 25 SECONDS WEST, ALONG THE NORTH LINE OF SAID STREET, A DISTANCE OF 1,043.02 FEET, TO THE POINT OF BEGINNING.

BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 19 NORTH, RANGE 7 EAST, AND CONTAINING 25.144 ACRES, MORE OR LESS. SUBJECT TO LEGAL RIGHTS-OF-WAY.

EXHIBIT B

KEY MAP





LEGEND

-  SITE BOUNDARY
-  TRACT "C" BOUNDARY
-  RAILROAD
-  BUILDING LAYOUT
-  PREVIOUS BUILDING LAYOUT

EXHIBIT B.1

KEY MAP

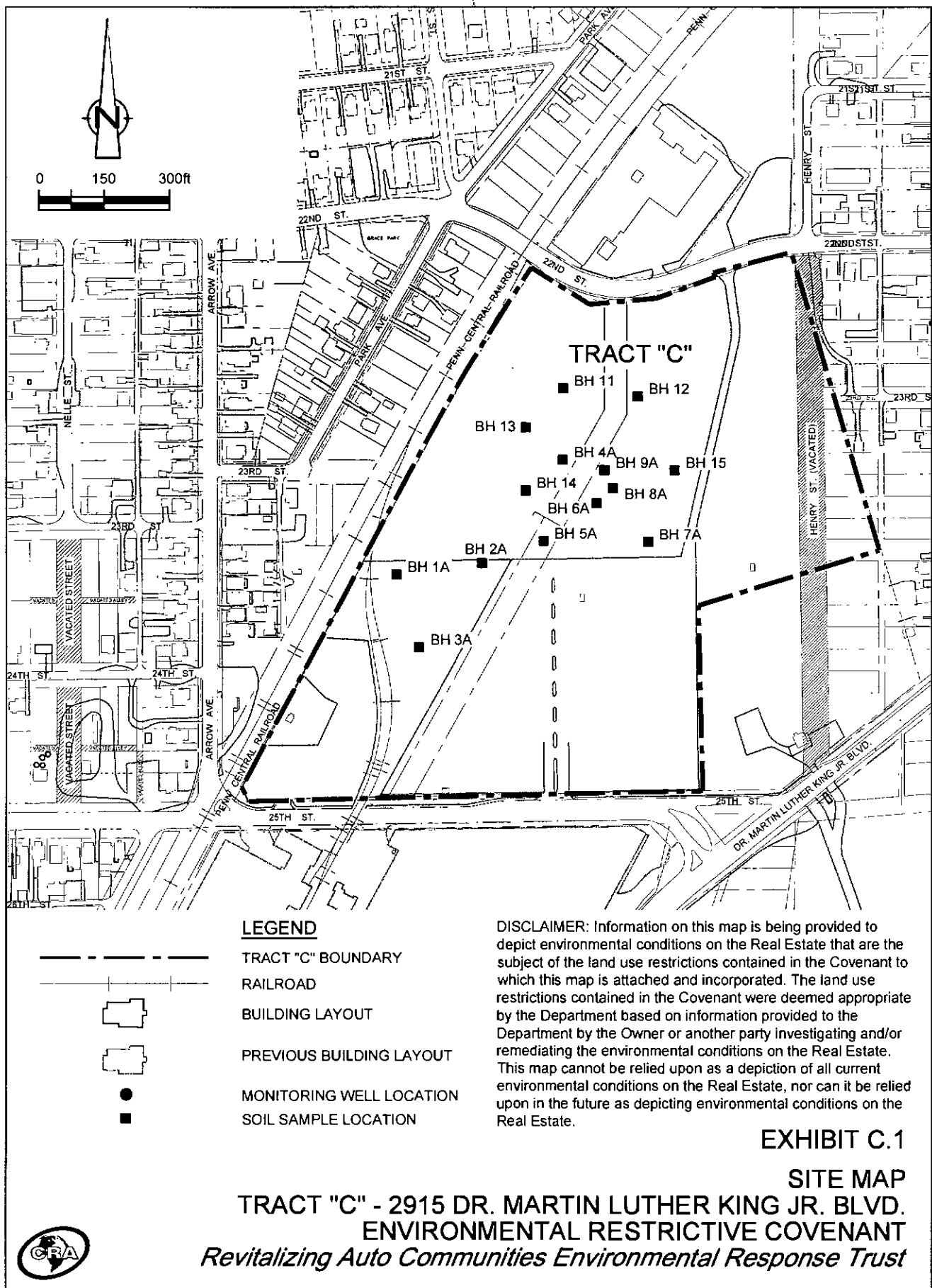
TRACT "C" - 2915 DR. MARTIN LUTHER KING JR. BLVD.
ENVIRONMENTAL RESTRICTIVE COVENANT
Revitalizing Auto Communities Environmental Response Trust



EXHIBIT C

SITE MAP





JUL 10 2015

Jane E. Lyons
AUDITOR, MADISON COUNTY

2015R009275
07/13/2015 8:46:31 AM
FEE: 36.00 PGS: 13
LINDA SMITH
MADISON COUNTY RECORDER, IN
RECORDED AS PRESENTED

Environmental Restrictive Covenant ③

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 25th day of June, 2015, by Revitalizing Auto Communities Environmental Response (RACER) Trust with an operating address of 500 Woodward Avenue, Detroit, Michigan, 48226 (together with all successors and assignees, collectively "Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at Tract D and E – 2915 Doctor Martin Luther King Junior Boulevard (MLK Boulevard) 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 March 31, 2011, and recorded on March 27, 2015, as Deed Record 2015R004076, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 1.794 acres and has also been identified by the county as parcel identification number[s] 48-11-23-900-001.000-003 (portion of). The Real Estate, to which the restrictions in this Covenant apply, is depicted on maps attached hereto as Exhibit "B" and Exhibit "C".

WHEREAS: RCRA Corrective Action was conducted in accordance with IC 13-22 and other applicable Indiana law as a result of a release of hazardous waste and/or hazardous constituents relating to the former General Motors MLK Boulevard Facility (EPA ID No. IND 980 700 801).

WHEREAS: The RCRA Corrective Action activities conducted, as approved by the Indiana Department of Environmental Management ("Department"), provide that contaminants of concern (COCs) will remain in the soil of the Real Estate. The Department has determined that the COCs will not pose an unacceptable risk to human health or the environment at the remaining concentrations, provided that the land use restrictions contained herein are implemented. These COCs include arsenic.

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/idenr/).

JUL 10 2015



NOW THEREFORE, RACER Trust 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 child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools). IDEM may waive this restriction in writing if the Owner has provided data and analysis demonstrating to IDEM's satisfaction that there is no unacceptable current or future potential risk if the Real Estate were to be used for residential purposes.
- (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.
- (c) Shall not use the Real Estate for any agricultural use. IDEM may waive this restriction in writing if the Owner has provided data and analysis demonstrating to IDEM's satisfaction that there is no current or potential future unacceptable risk if the Real Estate were to be used for agricultural purposes.
- (d) Shall prohibit any activity at the Real Estate that may interfere with the groundwater monitoring or well network.

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 June 25th 2015 RECORDED IN THE OFFICE OF THE RECORDER OF Madison COUNTY ON 07/13, 2015, INSTRUMENT NUMBER (or other identifying reference) 2015K00925 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

Madison County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

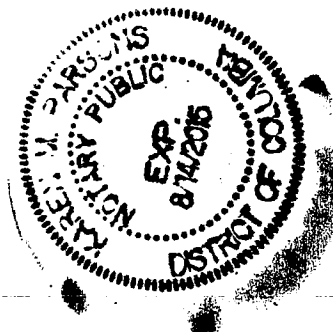
11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term 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 of its obligation to comply 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, RCG 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: RACER Trust
Attention Robert Hare
500 Woodward Avenue
Detroit, Michigan, 48226

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue, IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, Hazardous Waste Permit Program

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



This instrument prepared by:
Shannon Richardson, B.A. Sc.
Conestoga-Rovers & Associates
261 Martindale Road, Unit 3
St. Catharines, Ontario
Canada
L2W 1A2

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:

Robert Hare
500 Woodward Avenue
Detroit, Michigan, 48226

When Recorded Return to:
Title Source, Inc. -
Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TS#: 591034511 LW

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

LEGAL TRACT "D":

A SURVEY AND CERTIFICATION OF A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR (SET) MARKING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 29TH STREET WITH THE EAST RIGHT-OF-WAY LINE OF DEWEY STREET AS RECORDED IN BELMONT ADDITION TO THE CITY OF ANDERSON, INDIANA, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 7, PAGE 32 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, INDIANA, AND RUNNING THENCE NORTH 89 DEGREES 15 MINUTES 42 SECONDS EAST (ASSUMED BEARING), ALONG THE SOUTH RIGHT-OF-WAY LINE OF 29TH STREET, A DISTANCE OF 181.00 FEET TO A 5/8 INCH REBAR (SET); THENCE SOUTH 00 DEGREES 30 MINUTES 18 SECONDS EAST, ON A LINE PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF DEWEY STREET, A DISTANCE OF 120.00 FEET TO A 5/8 INCH REBAR (SET); THENCE SOUTH 89 DEGREES 15 MINUTES 42 SECONDS WEST, ON A LINE PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF 29TH STREET, A DISTANCE OF 40.00 FEET TO A 5/8 INCH REBAR (SET); THENCE SOUTH 00 DEGREES 30 MINUTES 18 SECONDS EAST ON A LINE PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF DEWEY STREET, A DISTANCE OF 40.00 FEET TO A 5/8 INCH REBAR (SET); THENCE NORTH 89 DEGREES 15 MINUTES 42 SECONDS EAST ON A LINE PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF 29TH STREET, A DISTANCE OF 123.42 FEET TO A 5/8 INCH REBAR (SET) AT THE INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF ARROW AVENUE; THENCE SOUTH 28 DEGREES 08 MINUTES 29 SECONDS WEST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF ARROW AVENUE, A DISTANCE OF 90.55 FEET TO A 5/8 INCH REBAR (SET); THENCE SOUTH 59 DEGREES 09 MINUTES 03 SECONDS WEST, A DISTANCE OF 109.17 FEET (109.51 FEET DEED DISTANCE) TO A 5/8 INCH REBAR (SET); THENCE SOUTH 89 DEGREES 15 MINUTES 42 SECONDS WEST, ON A LINE PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF 29TH STREET, A DISTANCE OF 127.00 FEET TO A 5/8 INCH REBAR (SET) AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF DEWEY STREET; THENCE NORTH 00 DEGREES 30 MINUTES 18 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF DEWEY STREET, A DISTANCE OF 294.00 FEET, TO THE POINT OF BEGINNING.

BEING A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, AND CONTAINING 1.289 OF AN ACRE, MORE OR LESS. SUBJECT TO LEGAL RIGHTS-OF-WAY.

LEGAL TRACT "E":

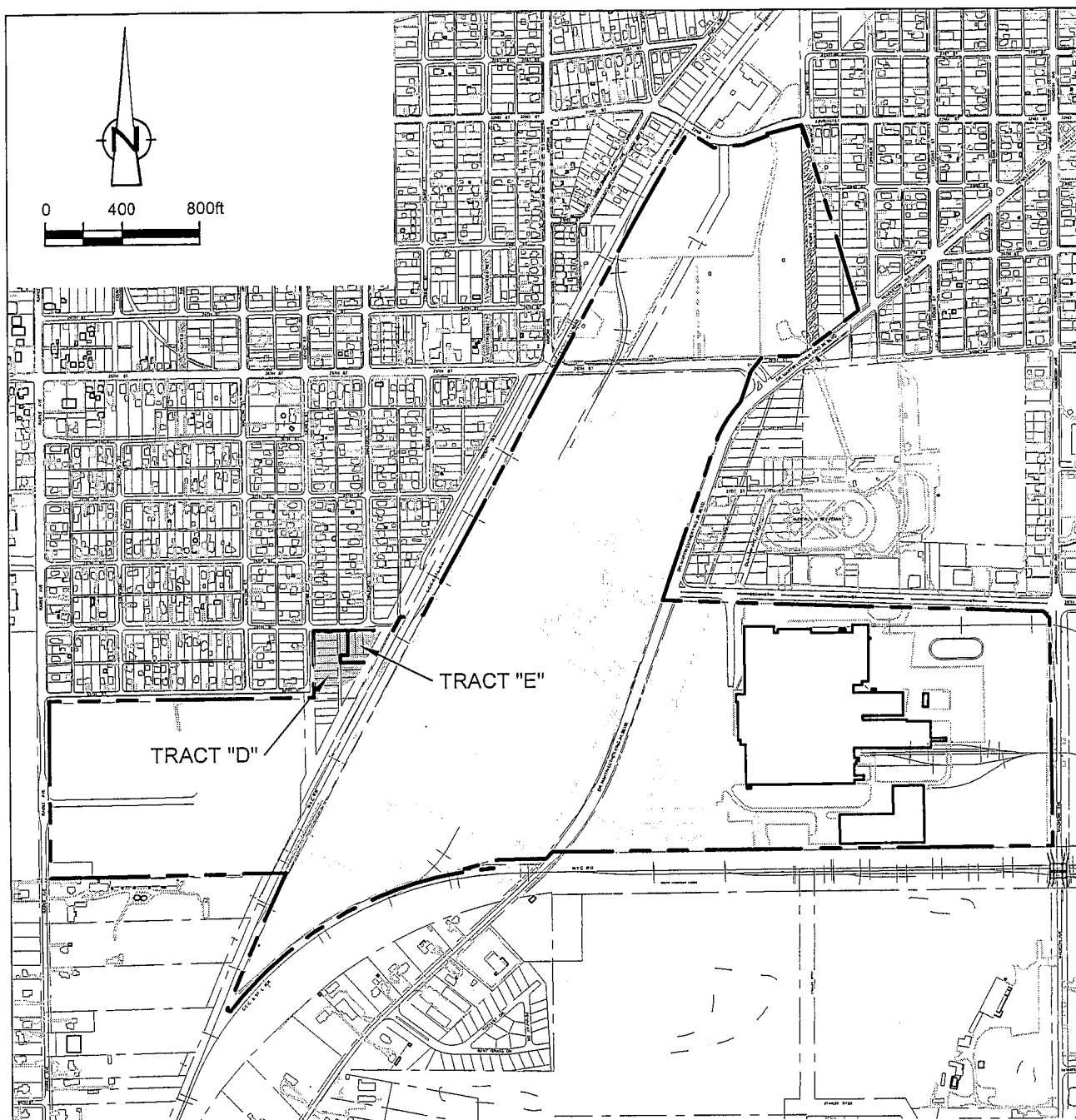
A SURVEY AND CERTIFICATION OF A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR (SET) ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH STREET, AS RECORDED IN BELMONT ADDITION TO THE CITY OF ANDERSON, INDIANA, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 7, PAGE 32 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, INDIANA, SAID POINT BEING NORTH 89 DEGREES 15 MINUTES 42 SECONDS EAST (ASSUMED BEARING), 181.00 FEET FROM A 5/8 INCH REBAR (SET) MARKING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF DEWEY STREET WITH THE SOUTH RIGHT-OF-WAY LINE OF 29TH STREET; THENCE CONTINUING NORTH 89 DEGREES 15 MINUTES 42 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF 29TH STREET, A DISTANCE OF 171.22 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF ARROW AVENUE; THENCE SOUTH 28 DEGREES 08 MINUTES 29 SECONDS WEST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF ARROW AVENUE, A DISTANCE OF 182.72 FEET TO A 5/8 INCH REBAR (SET); THENCE SOUTH 89 DEGREES 15 MINUTES 42 SECONDS WEST ON A LINE PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF 29TH STREET, A DISTANCE OF 123.62 FEET TO A 5/8 INCH REBAR (SET); THENCE NORTH 00 DEGREES 30 MINUTES 18 SECONDS WEST ON A LINE PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF DEWEY STREET, A DISTANCE OF 40.00 FEET TO A 5/8 INCH REBAR (SET); THENCE NORTH 89 DEGREES 15 MINUTES 42 SECONDS EAST ON A LINE PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF 29TH STREET, A DISTANCE OF 40.00 FEET TO A 5/8 INCH REBAR (SET); THENCE NORTH 00 DEGREES 30 MINUTES 18 SECONDS EAST ON A LINE PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF DEWEY STREET, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

BEING A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, AND CONTAINING 0.505 OF AN ACRE, MORE OR LESS. SUBJECT TO LEGAL RIGHTS-OF-WAY.

EXHIBIT B

KEY MAP



LEGEND

-  SITE BOUNDARY
-  LOT 1 BOUNDARY
-  RAILROAD
-  BUILDING LAYOUT

PREVIOUS BUILDING LAYOUT

EXHIBIT B.1

KEY MAP

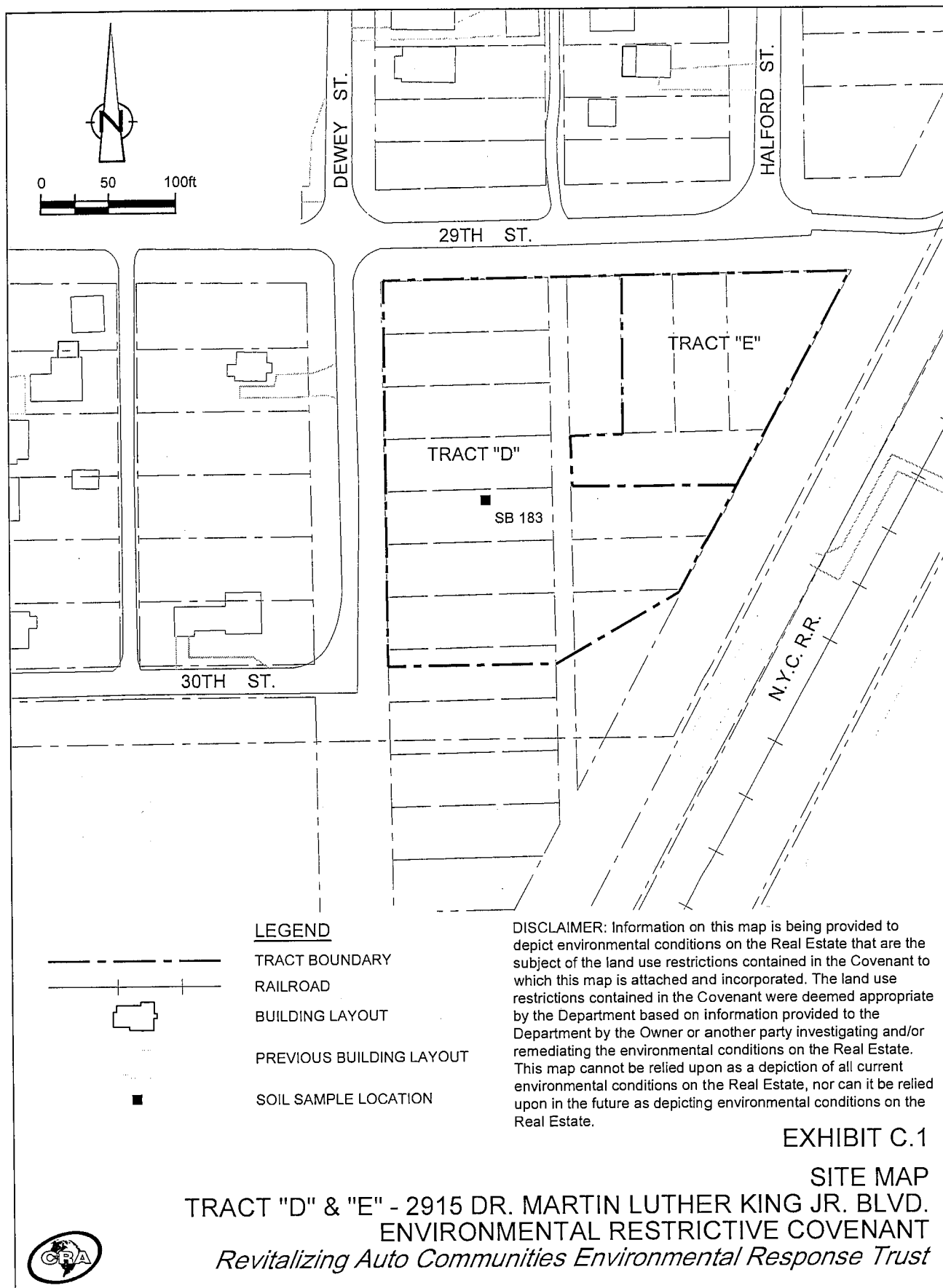
TRACT "D" & "E" - 2915 DR. MARTIN LUTHER KING JR. BLVD.
ENVIRONMENTAL RESTRICTIVE COVENANT

Revitalizing Auto Communities Environmental Response Trust



EXHIBIT C

SITE MAP



017302-01(MARS026)GN-SC001 MAR 3/2015

END OF DOCUMENT

Not
Daily Entered for Taxation
Subject to Final Acceptance for Transfer

JUL 10 2015

Jane E. Lyons
AUDITOR, MADISON COUNTY

2015R009276
07/13/2015 8:46:32 AM
FEE: 36.00 PGS: 13
LINDA SMITH
MADISON COUNTY RECORDER, IN
RECORDED AS PRESENTED

Environmental Restrictive Covenant^④

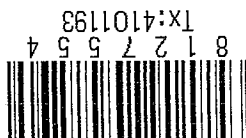
THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 25th day of June, 2015, by Revitalizing Auto Communities Environmental Response (RACER) Trust with an operating address of 500 Woodward Avenue, Detroit, Michigan, 48226 (together with all successors and assignees, collectively "Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Madison, Indiana, which is located at Tract F and the Crawford Field – 2915 Doctor Martin Luther King Junior Boulevard (MLK Boulevard), near the intersection of West 25th Street and Dr. Martin Luther King Jr. Boulevard, 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 March 31, 2011, and recorded on March 27, 2015, as Deed Record 2015R004076, in the Office of the Recorder of Madison County, Indiana. The Real Estate consists of approximately 4.37 acres and has also been identified by the county as parcel identification number[s] 48-11-14-403-001.000-003 (portion of). The Real Estate, to which the restrictions in this Covenant apply, is depicted on maps attached hereto as Exhibit "B" and Exhibit "C".

WHEREAS: RCRA Corrective Action was conducted in accordance with IC 13-22 and other applicable Indiana law as a result of a release of hazardous waste and/or hazardous constituents relating to the former General Motors MLK Boulevard Facility (EPA ID No. IND 980 700 801).

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/).

JUL 10 AM 10:45



NOW THEREFORE, RACER Trust 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 child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools). IDEM may waive this restriction in writing if the Owner has provided data and analysis demonstrating to IDEM's satisfaction that there is no unacceptable current or future potential risk if the Real Estate were to be used for residential purposes.
- (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.
- (c) Shall not use the Real Estate for any agricultural use. IDEM may waive this restriction in writing if the Owner has provided data and analysis demonstrating to IDEM's satisfaction that there is no current or potential future unacceptable risk if the Real Estate were to be used for agricultural purposes.

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 June 25th 2015, RECORDED IN THE OFFICE OF THE RECORDER OF Madison COUNTY ON 07/13, 2015 INSTRUMENT NUMBER (or other identifying reference) 2015R009276 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 Madison 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 of its obligation to comply 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, RCG 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: RACER Trust
Attention Robert Hare
500 Woodward Avenue
Detroit, Michigan, 48226

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue, IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, Hazardous Waste Permit Program

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.

IN WITNESS WHEREOF, RACER Trust, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 25th day of June, 2015.

By: EPLET, LLC, acting solely in its capacity as
Administrative Trustee of Revitalizing Auto
Communities Environmental Response Trust

CITY OF WASHINGTON)
) SS:
DISTRICT OF COLUMBIA)

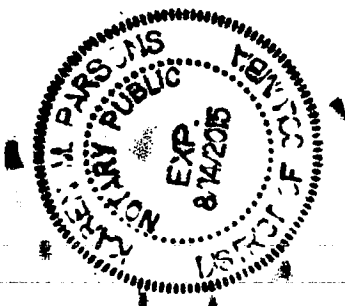
Witness my hand and Notarial Seal this 20th day of June, 2015.

Karen M. Parsons

Karen M Parsons, Notary Public

Residing in Washington County, District of Columbia

My Commission Expires:
KAREN M PARSONS
Notary Public, District of Columbia
My Commission Expires on August 14, 2015



This instrument prepared by:
Shannon Richardson, B.A. Sc.
Conestoga-Rovers & Associates
261 Martindale Road, Unit 3
St. Catharines, Ontario
Canada
L2W 1A2

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:

Robert Hare
500 Woodward Avenue
Detroit, Michigan, 48226

When Recorded Return to:
Title Source, Inc. -
Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TSI#: 59634511 HW

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

LEGAL TRACT "F":

A SURVEY AND CERTIFICATION OF A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR (SET) ON THE NORTH RIGHT-OF-WAY LINE OF 25TH STREET, SAID POINT BEING NORTH 01 DEGREES 16 MINUTES 31 SECONDS WEST (ASSUMED BEARING), 40.0 FEET AND NORTH 88 DEGREES 43 MINUTES 29 SECONDS EAST, 1,129.55 FEET FROM A P.K. NAIL OVER AN EXISTING IRON PIPE IN A CASTING MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 19 NORTH, RANGE 7 EAST; THENCE NORTH 01 DEGREES 14 MINUTES 15 SECONDS WEST, A DISTANCE OF 423.60 FEET TO A 5/8 INCH REBAR (SET); THENCE NORTH 73 DEGREES 07 MINUTES 57 SECONDS EAST, A DISTANCE OF 433.55 FEET TO A 5/8 INCH REBAR (SET); THENCE SOUTH 16 DEGREES 53 MINUTES 52 SECONDS EAST, A DISTANCE OF 12.25 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 73 DEGREES 07 MINUTES 57 SECONDS WEST, A DISTANCE OF 356.25 FEET TO A 5/8 INCH REBAR (SET) OVER AN EXISTING IRON PIPE; THENCE SOUTH 16 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 413.12 FEET TO A 5/8 INCH REBAR (SET) ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PENDLETON AVENUE; THENCE SOUTH 55 DEGREES 23 MINUTES 41 SECONDS WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID AVENUE, A DISTANCE OF 63.09 FEET TO A 5/8 INCH REBAR (SET) AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 25TH STREET; THENCE SOUTH 88 DEGREES 43 MINUTES 25 SECONDS WEST, A DISTANCE OF 136.36 FEET, TO THE POINT OF BEGINNING.

BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 19 NORTH, RANGE 7 EAST, AND CONTAINING 1.451 ACRES, MORE OR LESS. SUBJECT TO LEGAL RIGHTS-OF-WAY.

CRAWFORD FIELD:

A SURVEY AND CERTIFICATION OF A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 7 EAST, DESCRIBED AS FOLLOWS:

FROM A 5/8 INCH REBAR (SET) ON THE NORTH RIGHT-OF-WAY LINE OF 25TH STREET, SAID POINT BEING NORTH 01 DEGREES 16 MINUTES 31 SECONDS WEST (ASSUMED BEARING), 40.0 FEET AND NORTH 88 DEGREES 43 MINUTES 29 SECONDS EAST, 1,129.55 FEET FROM A P.K. NAIL OVER AN EXISTING IRON PIPE IN A CASTING MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 19 NORTH, RANGE 7 EAST; THENCE NORTH 01 DEGREES 14 MINUTES 15 SECONDS WEST, A DISTANCE OF 423.60 FEET TO A 5/8 INCH REBAR (SET); THENCE NORTH 73 DEGREES 07 MINUTES 57 SECONDS EAST, A DISTANCE OF 433.55 FEET TO A 5/8 INCH REBAR (SET); THENCE SOUTH 16 DEGREES 53 MINUTES 52 SECONDS EAST, A DISTANCE OF 12.25 FEET TO AN EXISTING IRON PIPE REPRESENTING THE

POINT OF BEGINNING OF SAID BALL FIELD; THENCE SOUTH 73 DEGREES 07 MINUTES 57 SECONDS WEST, A DISTANCE OF 356.25 FEET TO A 5/8 INCH REBAR (SET) OVER AN EXISTING IRON PIPE; THENCE SOUTH 16 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 413.12 FEET TO A 5/8 INCH REBAR (SET) ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PENDLETON AVENUE; THENCE NORTH 55 DEGREES 40 MINUTES 34 SECONDS EAST, A DISTANCE OF 315.57 TO A 5/8 REBAR (SET); THENCE SOUTH 00 DEGREES 03 MINUTES 43 SECONDS WEST, A DISTANCE OF 9.11 FEET TO A 5/8 REBAR (SET); THENCE NORTH 48 DEGREES 59 MINUTES 23 SECONDS EAST, A DISTANCE OF 64.55 FEET TO A 5/8 REBAR (SET); THENCE NORTH 16 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF 298.94 FEET TO A 5/8 REBAR (SET) AND THE POINT OF BEGINNING.

BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 19 NORTH, RANGE 7 EAST, AND CONTAINING 2.919 ACRES, MORE OR LESS. SUBJECT TO LEGAL RIGHTS-OF-WAY.

KEY MAP

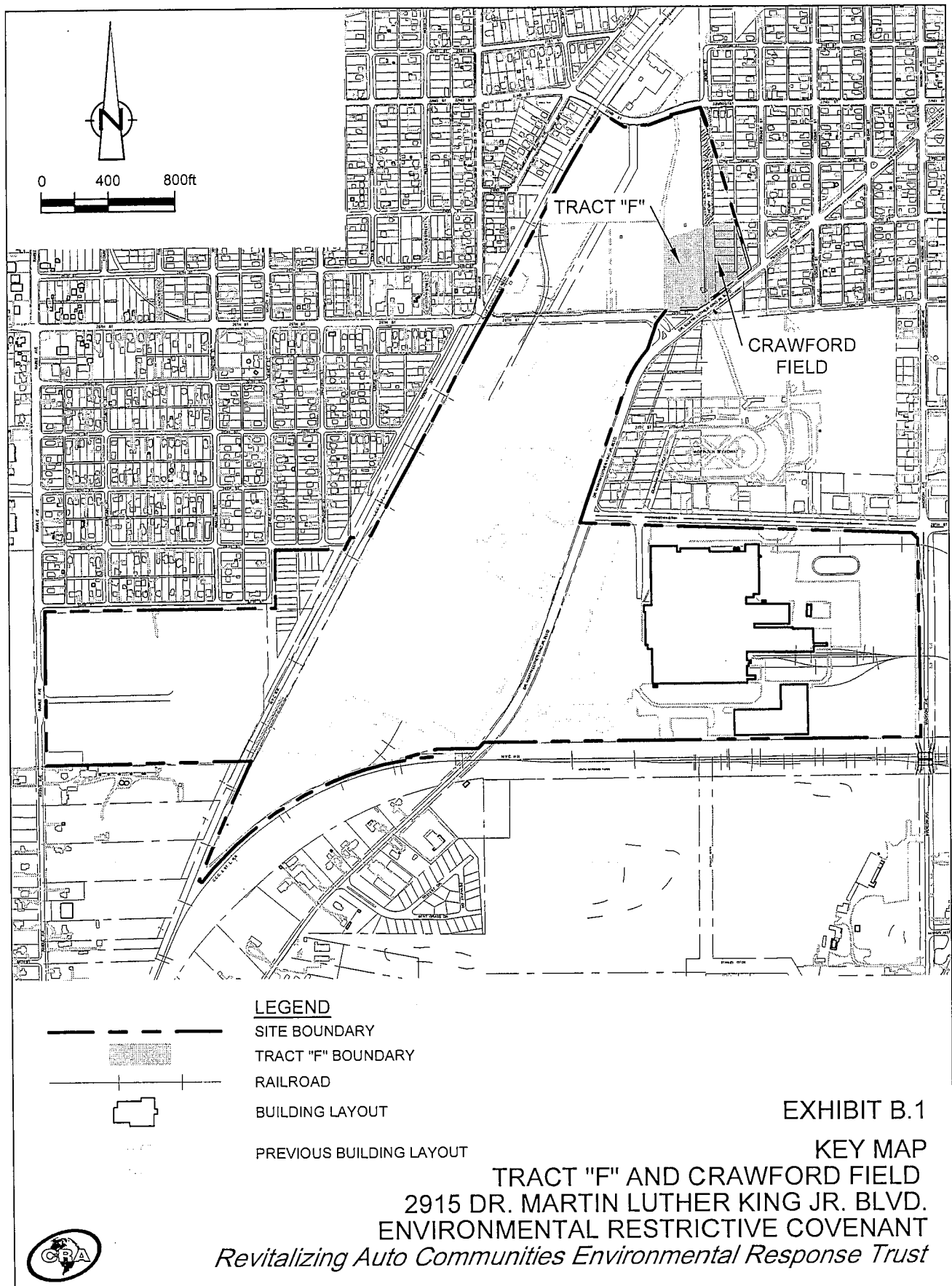
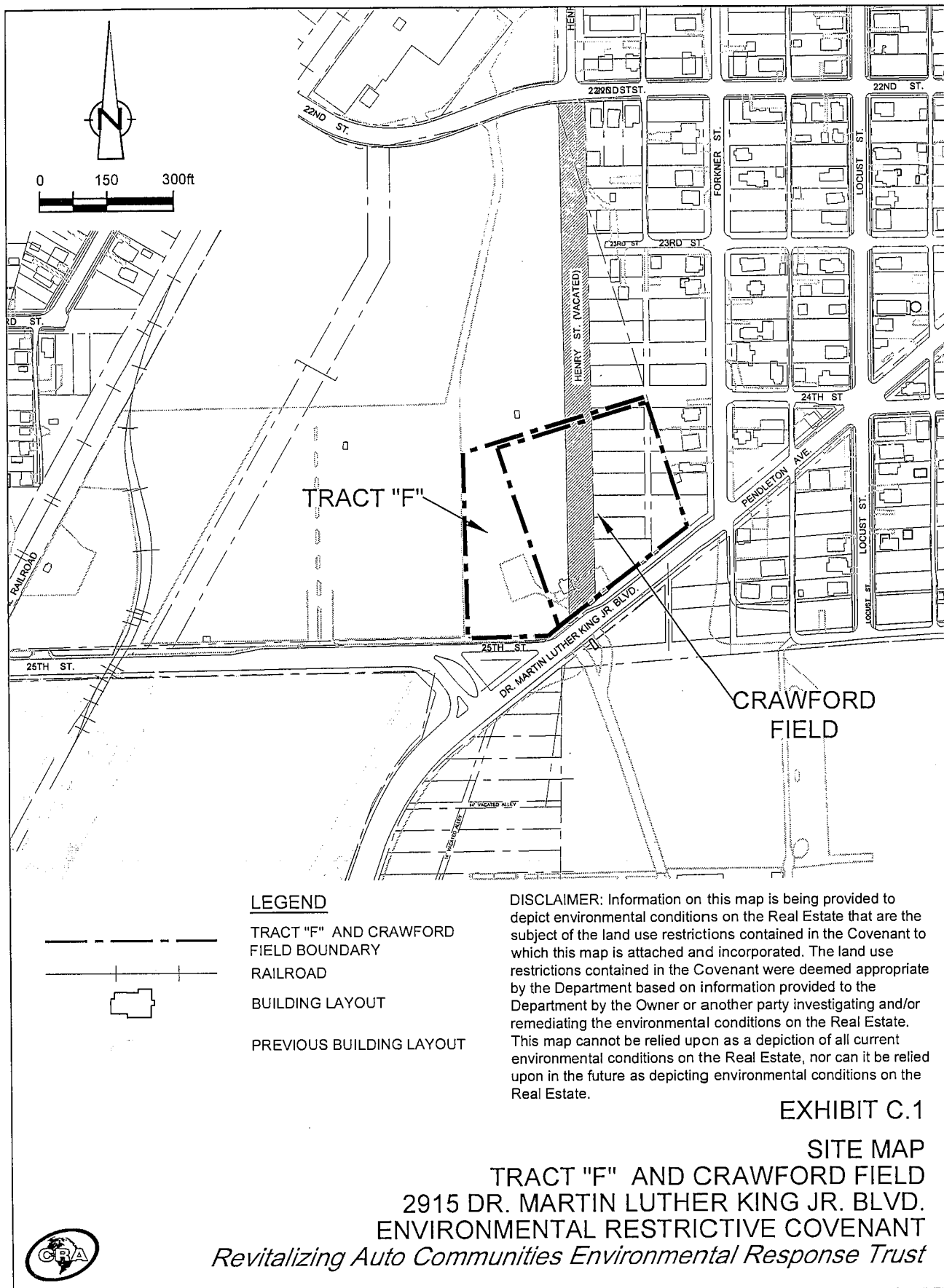


EXHIBIT C

SITE MAP



Appendix B

City of Anderson Ordinance

ORDINANCE NO. 55 -2000

AS AMENDED

**AN ORDINANCE PROHIBITING THE FUTURE DRILLING OF
POTABLE WATER WELLS WITHIN THE
CITY OF ANDERSON**

WHEREAS, the City has maintained for many years a public water utility providing safe potable water to its customers, and which system is readily available throughout the entire City; and

WHEREAS, the Common Council of the City of Anderson ("Common Council"), finds that the public health and safety of the citizens is best protected by limiting future installation of private water wells, and instead requiring that the City Water Utility be the preferred future source of potable water.

NOW, THEREFORE, BE IT ORDAINED by the Common Council as follows:

Section One: The term "water well" means any system used to pump, access, or otherwise bring to the surface underground sources of water existing under, upon or within the confines of any premises located within the corporate limits of the City of Anderson, for the purpose of human consumption or other use, and which device is installed after the effective date of this ordinance.

Section Two: Henceforth, the installation of any private water well intended for potable human consumption, upon any premises, which is located within 300 feet from any existing and available water line of the City of Anderson Water Utility, and located within the City of Anderson is hereby prohibited. Provided, that installation shall not include the redrilling of any well existing at the time of the passage of this ordinance, subject to the provisions of Section Three.

Section Three: No person, including any corporation, partnership or association shall drill or otherwise install any water well within the City of Anderson in violation of this ordinance. Violations of this ordinance shall be punishable by a fine not to exceed five hundred dollars (\$500). Each day that such person continues to operate any such water well which has been installed in violation of the terms of this ordinance is deemed to be a continuing and separate violation.

Section Four: Any well not intended for human potable purpose, the redrilling of any existing well, or any potable private water well not otherwise provided for within Section Two hereinabove of this ordinance, may be installed within the City of Anderson, subject to the following requirement: Such well must be installed and screened in the deep aquifer beneath the regional till. Drilling techniques to prevent drawing potentially impacted ground water from the shallow aquifer to a deeper depth must be used when installing any such well. Geological observation must be made and supported with documentation to confirm that the well is installed and screened below the confining till.

Section Five: Nothing in this ordinance shall be construed as requiring the City or the City Water Utility to install or provide any water improvements or service to any person or premises which are not otherwise currently in existence at the time of passage of this ordinance.

Section Six: This ordinance shall become effective upon its final passage by the Common Council, approval by the Mayor, and publication as by law required.

SO ORDAINED this 20th day of November, 2000.

COMMON COUNCIL, CITY OF ANDERSON

Mr. Carroll B. Grile
MR. CARROLL B. GRILE, President

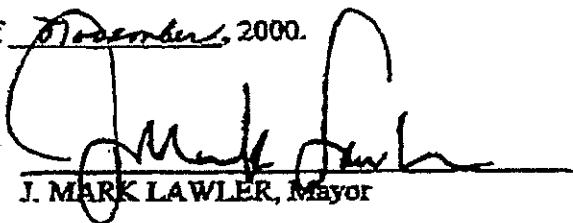
ATTEST:

Marie Sylvester Riggs
MARIE SYLVESTER RIGGS, City Clerk

Presented by me, the undersigned City Clerk of the City of Anderson, to
the Mayor of said City for his approval on the 21st day of November, 2000, at
3:20 o'clock, P. M.

Marie Sylvester Riggs
MARIE SYLVESTER RIGGS, City Clerk

Having examined the foregoing Ordinance, I do now, as the Mayor of the
City of Anderson, approve said Ordinance and return the same to the City Clerk of the
City of Anderson, this 21st day of December, 2000.


J. MARK LAWLER, Mayor

Prepared by:
TIMOTHY S. LANANE
Anderson City Attorney

1st Reading 9-14-00
2nd Reading 9-14-00
3rd Reading 10-12-00 (No vote taken)
Tabled 10-12-00
Remained on the table 11-9-00
Removed from the table 11-20-00
Amended 11-20-00
3rd Reading As Amended 11-20-00 Adopted

Appendix C

Plume Stability Analysis



Memorandum

To: Robert Marshall, IDEM

Ref. No.: 017302

From: Rob Catallo and Dan Puddephatt, RC/cc/m36

Date: August 12, 2015

CC: Robert Hare, RACER Trust
Shannon Richardson, GHD

**Re: Supplemental Analysis in Support of the Corrective Measures Proposal (CMP)
2915 Dr. Martin Luther King Jr. Boulevard Facility (Site)
Anderson, IN**

1. Introduction

In looking forward to development of the Corrective Measures Proposal (CMP) for the Revitalizing Auto Communities Environmental Repose (RACER) Trust's former Anderson Guide facility located at 2915 Dr. Martin Luther King Junior Blvd. in Anderson, Indiana (Site), GHD conducted a desk top plume stability analysis to potentially rule out unsaturated soils in the Wastewater Treatment Plant (WWTP) and South Court areas as ongoing sources to volatile organic compound (VOC) groundwater impairment as detailed below.

Plume Stability Analysis: The plume stability analysis involved implementing the Ricker Method to investigate four key metrics for plume stability:

1. Trends associated with planar plume areas.
2. Trends associated with average plume concentrations.
3. Trends associated with plume total mass.
4. 4.Changes to locations of the plume centers of mass.

Note that with the plume stability analysis, actual plume areas, average concentrations, plume masses, or centers of plume mass were not evaluated as these are very hard to determine with any sort of accuracy; however, what was evaluated were changes over time.

Soil Screening Level Partitioning Equation for Migration to Groundwater + Dilution Attenuation

Factor: This follow-up analysis investigated whether there is sufficient mass in the soil to account for the observed groundwater concentrations.

2. Analysis Approach

Planar plume areas

The planar plume areas were estimated using the Positive Planar Area methodology implemented in Surfer 12 based on interpolated concentration distributions above the Indiana Department of Environmental Management (IDEM) 2014 Residential Tap Screening Level of 5 micrograms per liter ($\mu\text{g/L}$). The units of the planar plume areas are square feet (ft^2) and were subsequently converted to units of acres. Development of the interpolated concentration distributions involved the following steps:

- Groundwater concentrations that were below the laboratory detection limits were assigned a value of $0.01 \mu\text{g/L}$ so that the detection limits of the laboratory do not influence the interpolated concentrations. This also results in conservative estimates of average concentrations as discussed in the following section.
- When monitoring wells were not sampled, at locations where there is a history of measurable levels of trichloroethene (TCE), dichloroethene (DCE), or vinyl chloride, interpolated concentrations were assigned based on the proceeding two monitoring events.
- Boundary conditions were assigned through the implementation of control points. One set of control points were assigned between the two plumes to represent the groundwater elevation mound in the Unit 3 sand. Another set of control points were assigned east of the WWTP under the assumption that at some distance from the WWTP, concentrations of what would approach very low values (i.e., $0.01 \mu\text{g/L}$). The third set of control points were assigned west of the South Court area, which was also based on the assumption that at some distance from the South Court area, concentrations would approach very low values (i.e., $0.01 \mu\text{g/L}$).
- The logs of the concentration values were interpolated using the Universal Kriging methodology (quadratic drift to normalize the log concentration data) implemented in Surfer 12. Exponential variograms were applied to the kriging interpolation process. These variograms had the following features: variogram ranges of 800 feet and 425 feet for the South Court plume and WWTP plume, respectively and variogram scales of $0.8 \log (\mu\text{g/L})$ and $2.1 \log (\mu\text{g/L})$ for the South Court plume and WWTP plume, respectively. No anisotropy was applied.
- The interpolated concentrations were assigned to a grid having uniform 5 ft by 5 ft spacing.

The interpolated concentration distributions are presented on Figures 1 through 13.

Area-Averaged Plume Concentrations

The area-averaged plume concentration represents the average concentration of TCE equivalent distributed throughout the plumes. Trends of individual wells may vary such that some wells may exhibit increasing concentrations, some wells may exhibit decreasing concentrations, and some wells may exhibit little change over time. The interpretation of these trends on an individual well basis can change based on well location because an increasing number of wells can be advanced in areas where wells are exhibiting one particular trend or another. The area-average plume concentration provides a means to investigate concentration trends within a geographic context. The area-average plume concentrations were estimated for this study using the following equation:

$$\bar{C} = \frac{V_c}{A_c}$$

Equation 1

Where:

$\bar{C}$ = the area-averaged plume concentration ($\mu\text{g/L}$)

V_c = the spatially integrated concentrations that are above the IDEM screening level of 5 $\mu\text{g/L}$ as implemented using the Positive Volume [Cut] methodology in Surfer 12 ($\mu\text{g/L} \times \text{ft}^2$)

A_c = the planar plume area (ft^2)

By assigning a value of 0.01 $\mu\text{g/L}$ to concentrations below laboratory detection limits as was described in the previous sub-section, estimates for the area-average concentrations are conservative because smaller plume areas result in higher estimates of area-average plume concentrations. Assignment of 0.01 $\mu\text{g/L}$ to concentrations below the laboratory detection limit also ensures that estimates of area-averaged plume concentrations are not influenced by the detection limit as would be the case when assigning a concentration value of one half of the detection limit to those wells whose groundwater TCE equivalent concentrations are below detection limits, which is a technique that is frequently applied for other analyses.

Plume Mass

The trends in plume mass were estimated based on the area-averaged concentrations and the plume area for each of the sampling events assessed. The estimates of the plume mass for each of the sampling events were based on the following equation:

$$M = \frac{\bar{C} A_c d \eta_e \times 1000 \text{ L/cubic meter (m}^3\text{)} \times 0.028 \text{ m}^3\text{/cubic foot}}{1 \times 10^9 \mu\text{g/kg}}$$

Equation 2

Where:

M = the mass of the TCE equivalent in the plume (kg)

d = the aquifer thickness (feet)

η_e = the effective porosity of the aquifer (dimensionless)

The aquifer thickness was estimated using the minimum curvature methodology implemented in Surfer 12 based on the thickness of the Unit 3 sand. An effective porosity (which is also commonly referred to as specific yield) value of 30 percent was assigned based on literature values for ranges of specific yields (Johnson 1967).

Locations of the Centers of Mass

Historical changes to the plumes centers of mass, when plotted over time, can indicate potential migration or lack of migration of the plumes in relation to the hydraulic gradient across the Site. The X- and Y-coordinates for the centers of mass can be estimated by calculating a concentration-weighted average X- and Y-coordinate for each of the groundwater monitoring events based on concentrations in each of the 5 ft by 5 ft grid cells. The concentration-weighted X- and Y-coordinates can be calculated using the following equations:

$$X_{\text{Plume Center}} = \frac{\sum_{i=1}^{n_{\text{grid cells}}} X \times C}{\sum_{i=1}^{n_{\text{grid cells}}} C} \quad \text{Equation 3}$$

and

$$Y_{\text{Plume Center}} = \frac{\sum_{i=1}^{n_{\text{grid cells}}} Y \times C}{\sum_{i=1}^{n_{\text{grid cells}}} C} \quad \text{Equation 4}$$

Where:

- $X_{\text{Plume Center}}$ = the center of plume mass in the X-coordinate (feet)
- $Y_{\text{Plume Center}}$ = the center of plume mass in the Y-coordinate (feet)
- X = the X-coordinate of each of the grid cells (feet)
- Y = the Y-coordinate of each of the grid cells (feet)
- C = the interpolated concentration at the center of each of the grid cells ($\mu\text{g/L}$)
- $n_{\text{grid cells}}$ = the number of grid cells

3. Plume Stability Analysis Results

The plume trends were evaluated based on groundwater concentrations measured at Site monitoring wells between June 2008 and October 2014. This range of selected monitoring events represents a range of groundwater quality data collected from a monitoring well network that remained relatively consistent. Using an internally consistent data-set means that changes to interpreted plume area, average concentration, plume mass, and locations of the centers of mass are based on changes to groundwater concentrations and not based on changes in the spatial distribution of sample locations.

South Court Plume

Figure 14 presents scatter plots of planar plume areas, average plume concentrations, and plume masses in the South Court area between June 2008 and October 2014. The changes in TCE equivalent planar plume area, average plume concentration, and plume mass are presented in the top, middle, and bottom panels of Figure 14, respectively. These Figure 14 scatter plots indicate that there has been little change to the planar plume area, average concentration, and plume mass in the South Court area despite the presence of degradation products.

The historical TCE equivalent centers of mass are presented on Figure 15. The dates of the sampling events illustrated on Figure 15 are emphasized through the use of scaling in both color and size of the posted plume centers of mass. As illustrated on Figure 15, the center of the TCE equivalent plume has advanced and retreated several times without maintaining a uniform migration pathway (i.e., the plume appears to be

neither advancing nor contracting). Based on the information presented in Figures 14 and 15, there is strong evidence that the TCE equivalent plume in the South Court area is stable despite degradation products being observed in South Court area monitoring wells. This result supports a determination that there is likely an on-going source of TCE contributing to dissolved TCE in the South Court area groundwater.

GHD has completed a preliminary analysis to investigate whether there is enough mass in the soil to account for the observed groundwater concentrations. This analysis involved calculating the Site-Specific Soil Screening Levels Migration to Groundwater as per U.S. EPA Soil Screening Guidelines (U.S. EPA 1996). This analysis is presented in the attached Table 1. Based on the results of the preliminary Soil Screening Level Migration to Groundwater Calculations there is sufficient TCE mass in the soils to account for the observed groundwater concentrations in the South Court Area. A more detailed evaluation will be included as part of the CMP.

WWTP Plume

Figure 16 presents scatter plots of planar plume areas, average plume concentrations, and plume masses in the WWTP area between June 2008 and October 2014. The changes in TCE equivalent planar plume area, average plume concentration, and plume mass are presented in the top, middle, and bottom panels of Figure 16, respectively. Based on the planar plume area scatter plot in the top panel of Figure 16, the WWTP plume has been expanding at a rate of approximately 2 acres/year since 2008. During that time, there has been a statistically significant (at the 99 percent confidence level) decrease in average plume concentrations and plume mass. The rates of decreasing TCE equivalent average concentration and mass are attributed to a variable name of λ , which represents first-order degradation in units of log-transformed relative concentration reductions per year (year^{-1}). The bulk degradation based on changes to plume average concentration and plume mass each have a value of 0.03 year^{-1} . A degradation rate of 0.03 year^{-1} is among the lower values for degradation summarized in the literature by Suarez and Rifai (1999) who report a minimum field-monitored degradation rate for vinyl chloride measured under anaerobic conditions of 0.01 year^{-1} .

The historical TCE equivalent centers of mass are presented on Figure 17. The dates of the sampling events illustrated on Figure 17 are emphasized through the use of scaling in both color and size of the posted plume centers of mass. As illustrated on Figure 17, the center of the TCE equivalent plume is advancing steadily along the predominant groundwater flow path to the southeast. The bottom two panels of Figure 16 and the steadily migrating plume center of mass illustrated on Figure 17 provides evidence that the WWTP plume is unstable in that it is increasing in plume area and decreasing in concentration and mass while advancing downgradient along the predominant flow direction. Given the decreases in plume concentration and mass, this assessment provides an additional line of evidence that there is no ongoing source of TCE to the WWTP plume.

4. Conclusions

The results of the plume stability analysis concluded that, while there is sufficient evidence of natural degradation occurring, there is likely an on-going source of TCE contributing to dissolved TCE in the South Court area groundwater and there is sufficient TCE mass in the soils to account for the observed groundwater concentrations.

The results of the analysis provided further evidence that there does not appear to be a constant TCE source in the unsaturated zone of the WWTP plume. The analysis concluded that TCE equivalent is decreasing in concentration and mass, while increasing in plume area advancing downgradient along the predominant flow direction.

5. References

Johnson, A.I., 1967. Specific Yield - Compilation of Specific Yields for Various Materials, Geologic Survey Water-Supply Paper 1662-D.

U.S. EPA, 1996. Soil Screening Guidance: User's Guide, EPA/540/R-96/018, July.

U.S. EPA, 2012. RCRA Corrective Action Showcase Pilot, Region 4, An Efficient Method for Demonstrating Plume Stability, Velsicol Chemical Corporation Facility, Memphis, Tennessee, April 4.

Suarez, M.P., and H.S. Rifai, 1999. Biodegradation Rates for Fuel Hydrocarbons and Chlorinated Solvents in Groundwater. *Bioremediation Journal*, 3(4), pp. 337 - 362.

Figures

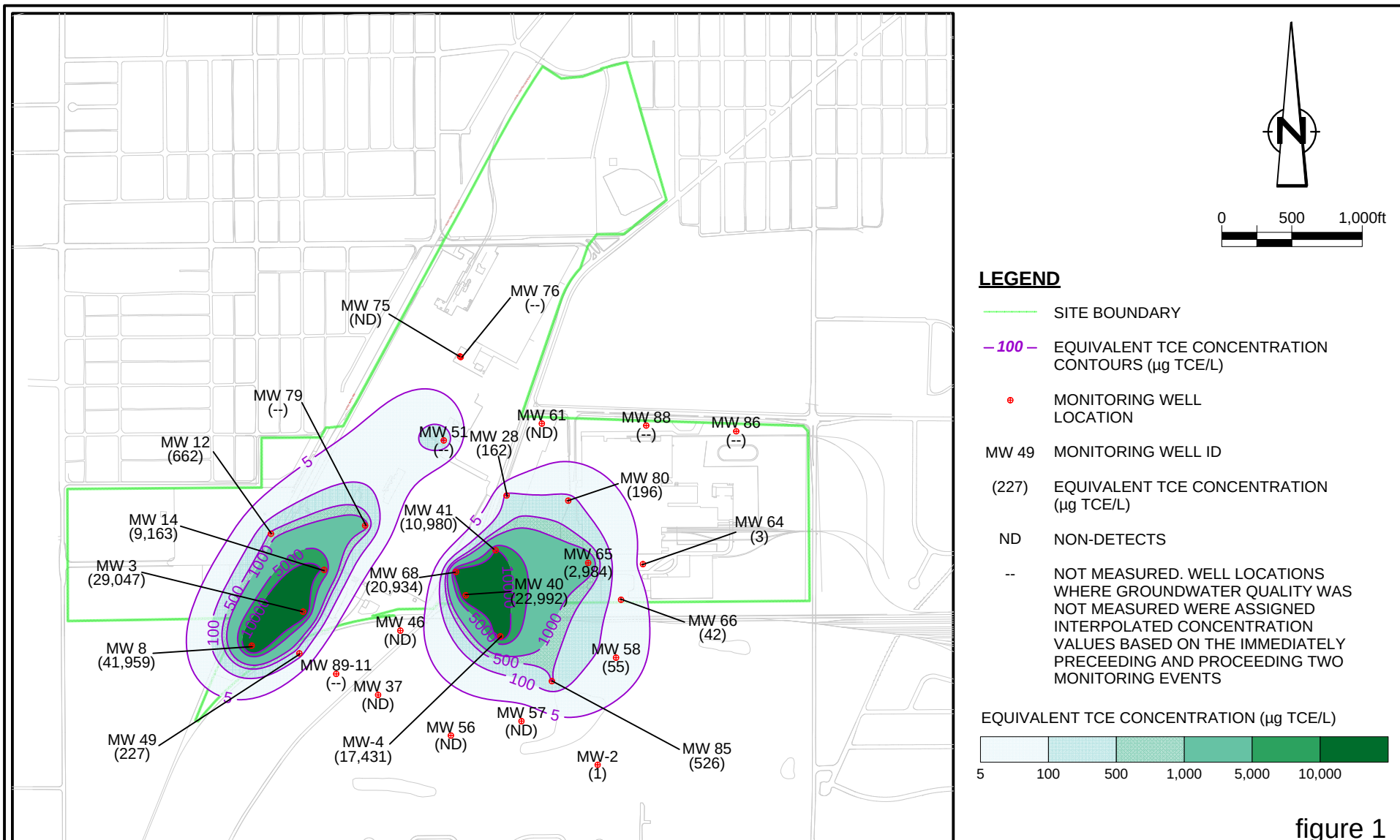


figure 1

CONCENTRATION OF EQUIVALENT TCE IN GROUNDWATER (JUNE 2008)
 PLUME STABILITY ANALYSIS
 REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST
 2915 Dr. Martin Luther King Jr. Blvd., Anderson, Indiana



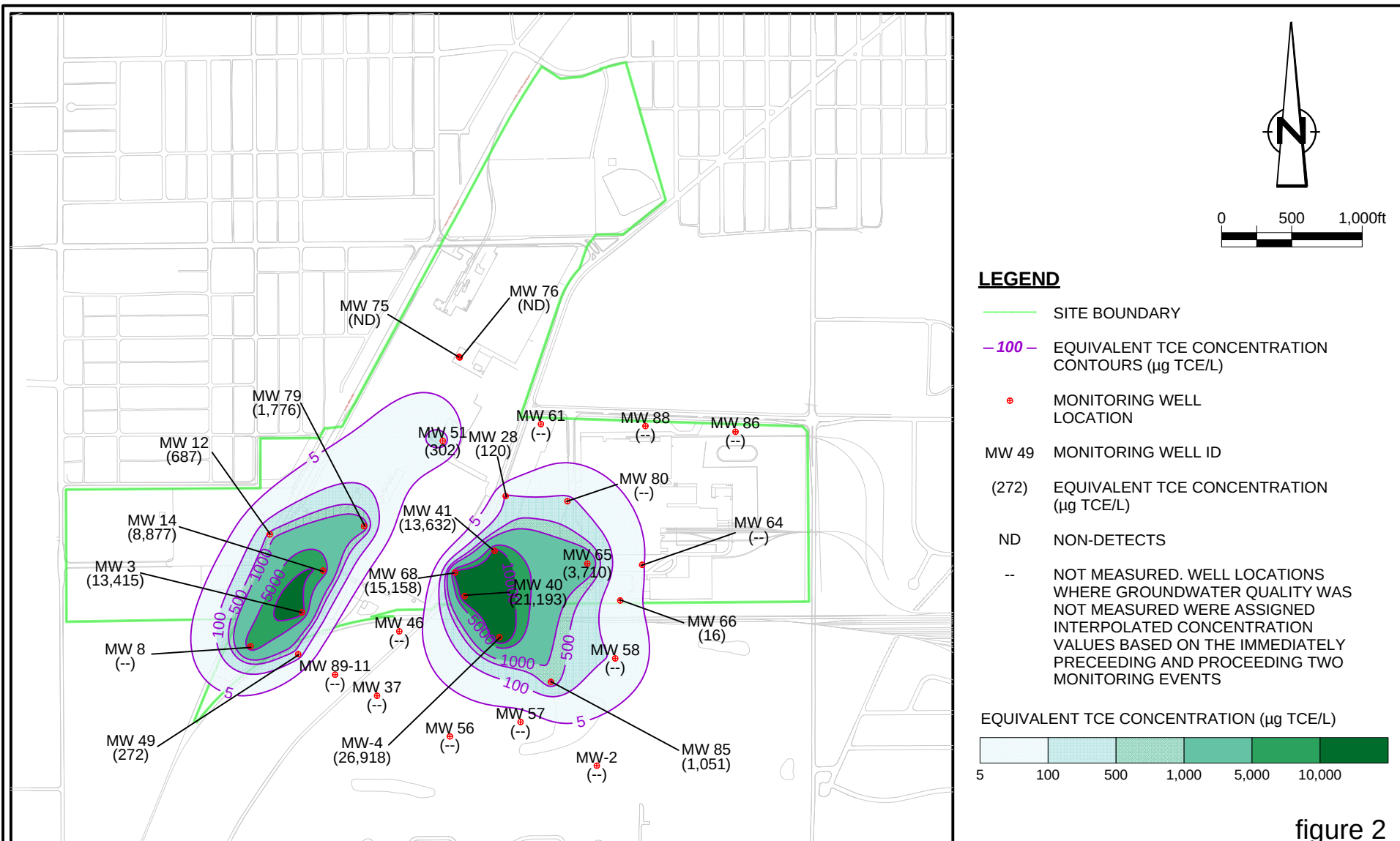


figure 2

CONCENTRATION OF EQUIVALENT TCE IN GROUNDWATER (DECEMBER 2008)
 PLUME STABILITY ANALYSIS
 REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST
 2915 Dr. Martin Luther King Jr. Blvd., Anderson, Indiana



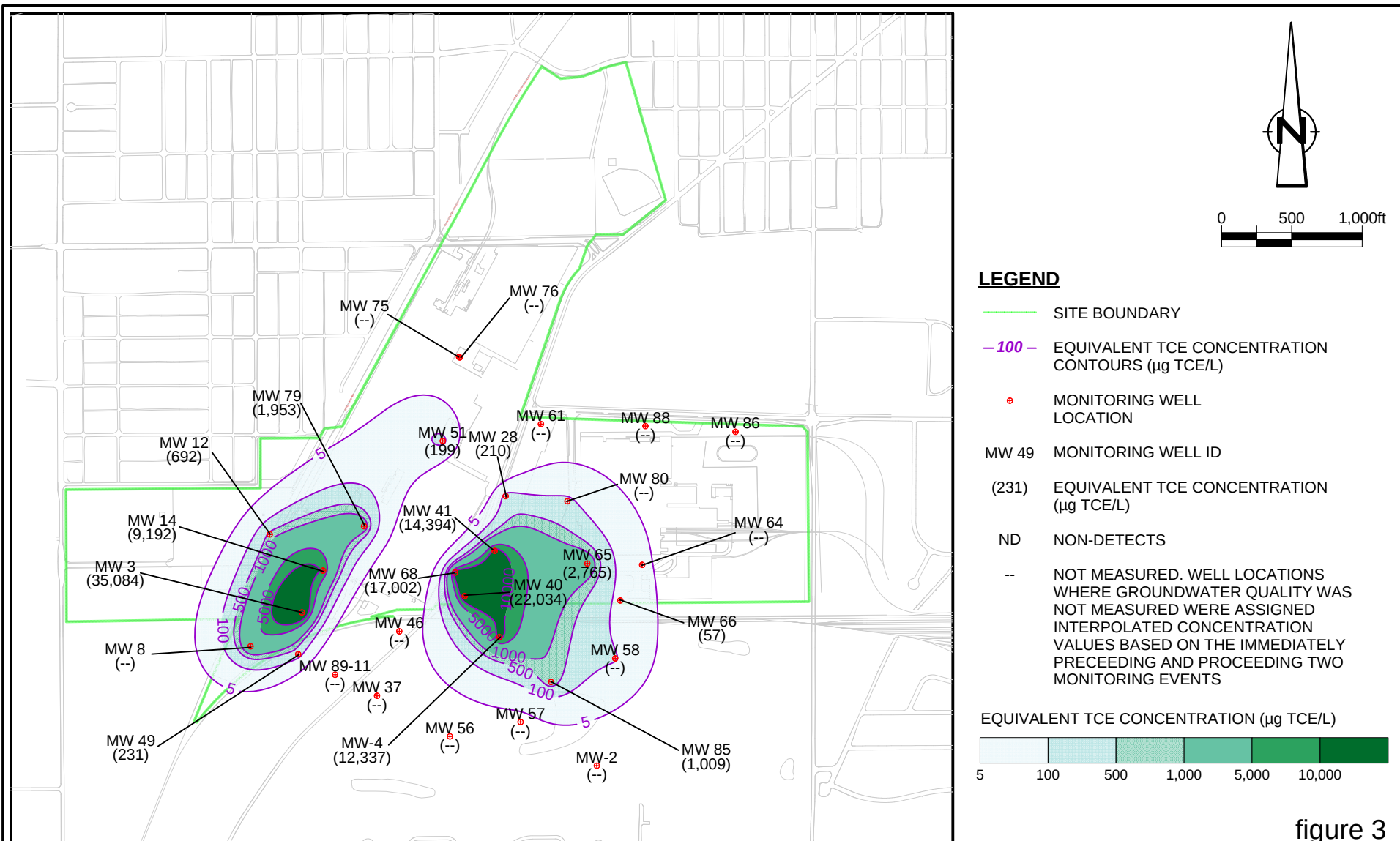


figure 3

CONCENTRATION OF EQUIVALENT TCE IN GROUNDWATER (APRIL 2009)
 PLUME STABILITY ANALYSIS
 REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST
 2915 Dr. Martin Luther King Jr. Blvd., Anderson, Indiana



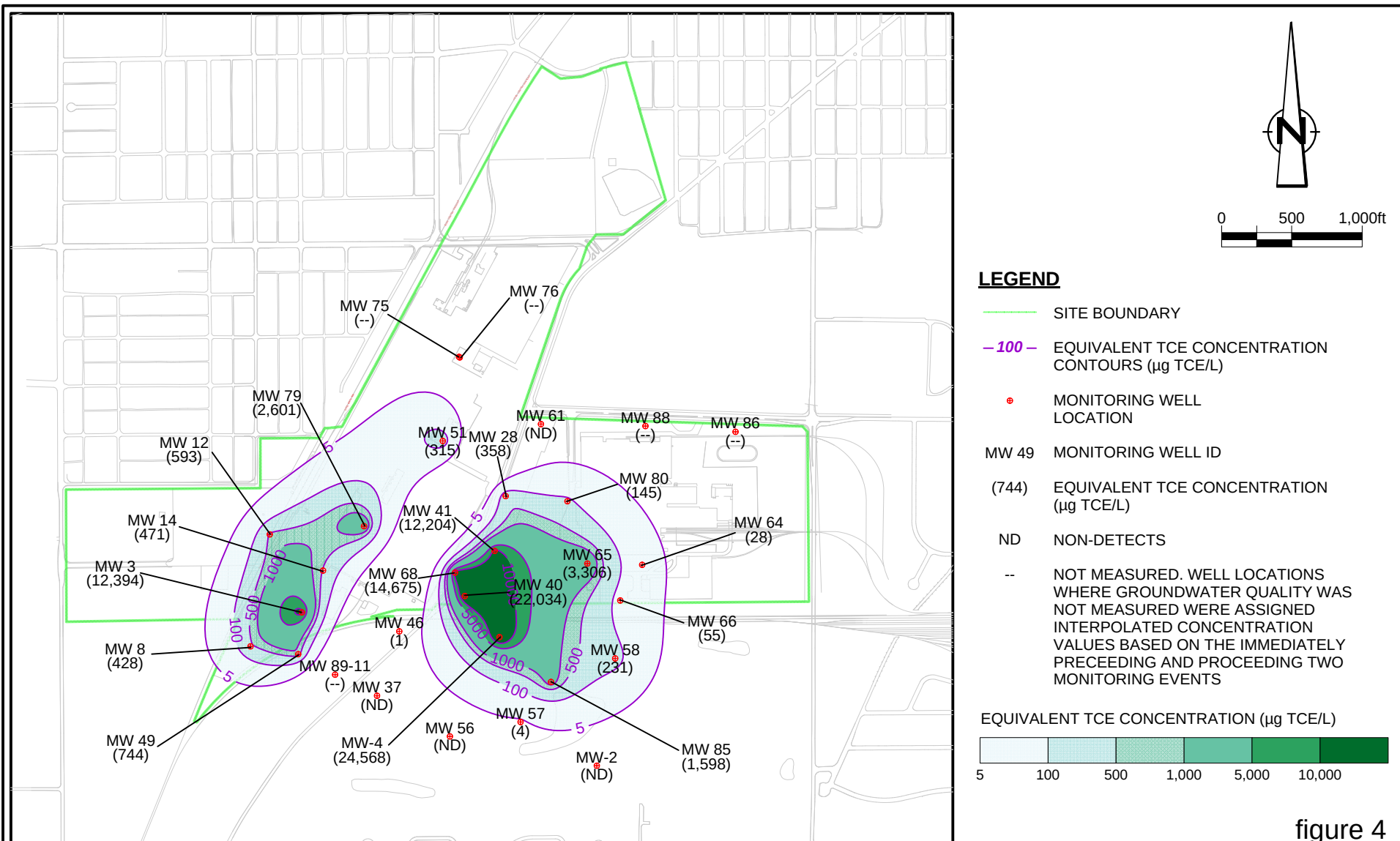


figure 4

CONCENTRATION OF EQUIVALENT TCE IN GROUNDWATER (DECEMBER 2009)
 PLUME STABILITY ANALYSIS
 REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST
 2915 Dr. Martin Luther King Jr. Blvd., Anderson, Indiana



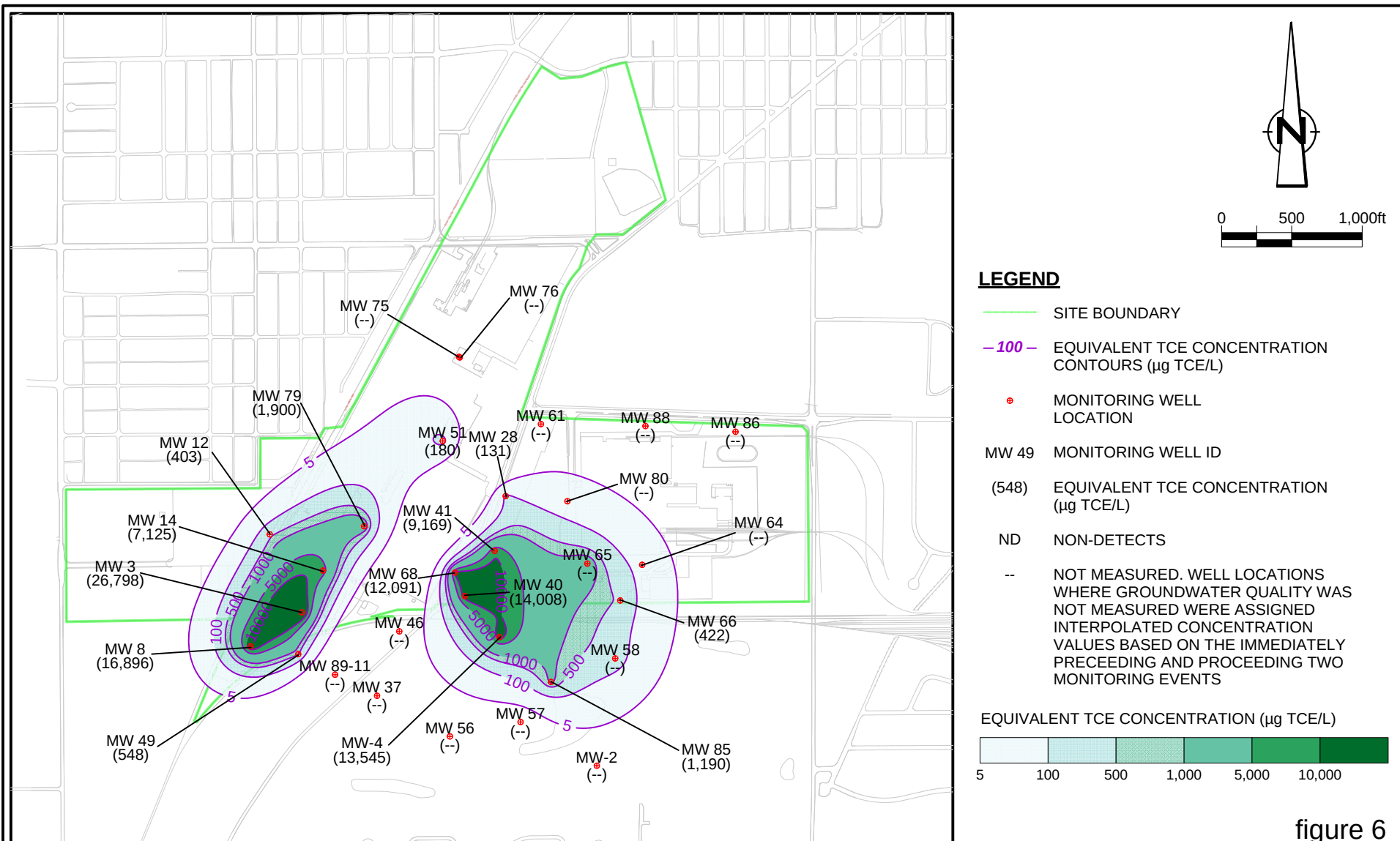


figure 6

CONCENTRATION OF EQUIVALENT TCE IN GROUNDWATER (APRIL 2011)
 PLUME STABILITY ANALYSIS
 REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST
 2915 Dr. Martin Luther King Jr. Blvd., Anderson, Indiana



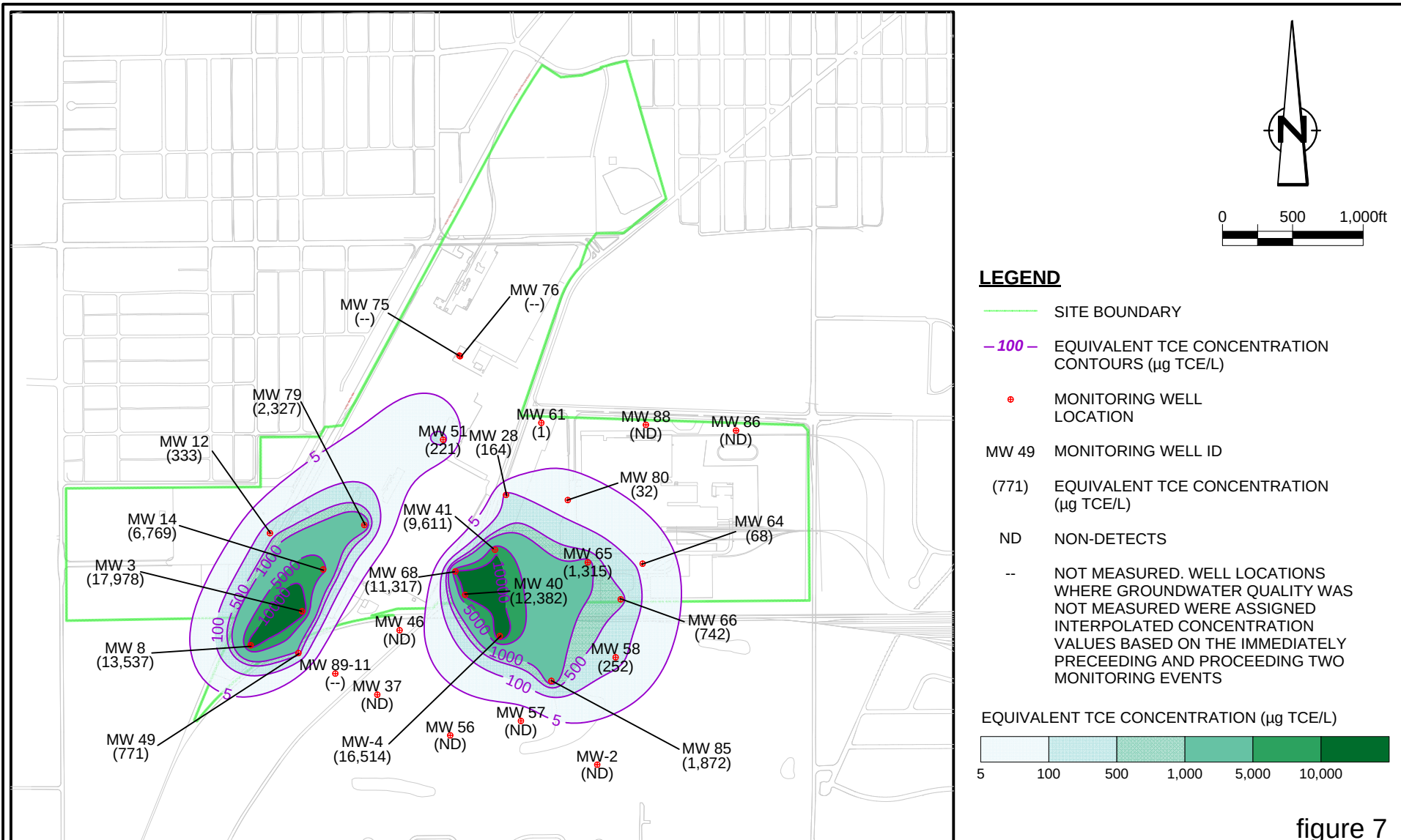


figure 7
 CONCENTRATION OF EQUIVALENT TCE IN GROUNDWATER (OCTOBER 2011)
 PLUME STABILITY ANALYSIS
 REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST
 2915 Dr. Martin Luther King Jr. Blvd., Anderson, Indiana



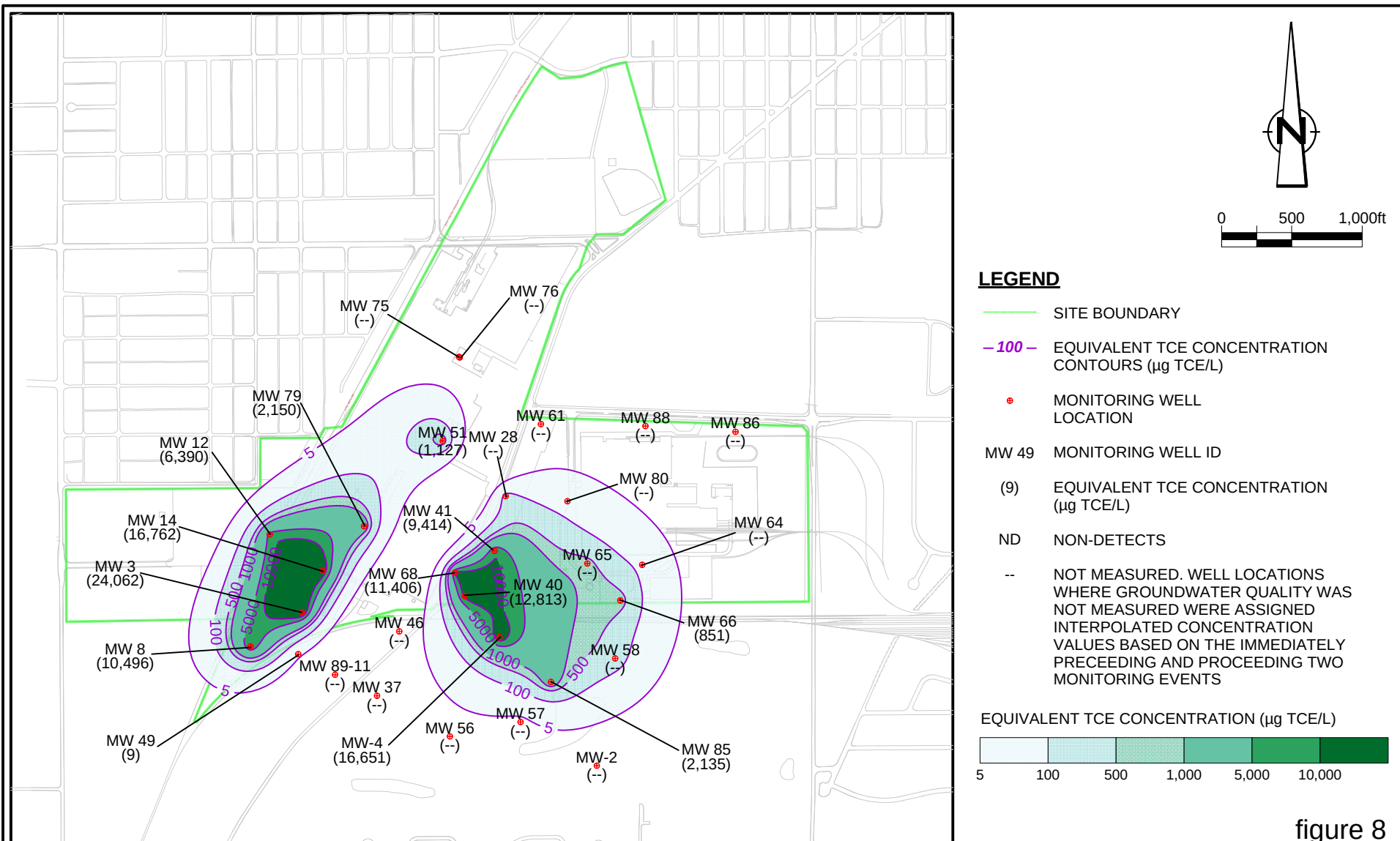


figure 8

CONCENTRATION OF EQUIVALENT TCE IN GROUNDWATER (MAY 2012)
 PLUME STABILITY ANALYSIS
 REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST
 2915 Dr. Martin Luther King Jr. Blvd., Anderson, Indiana



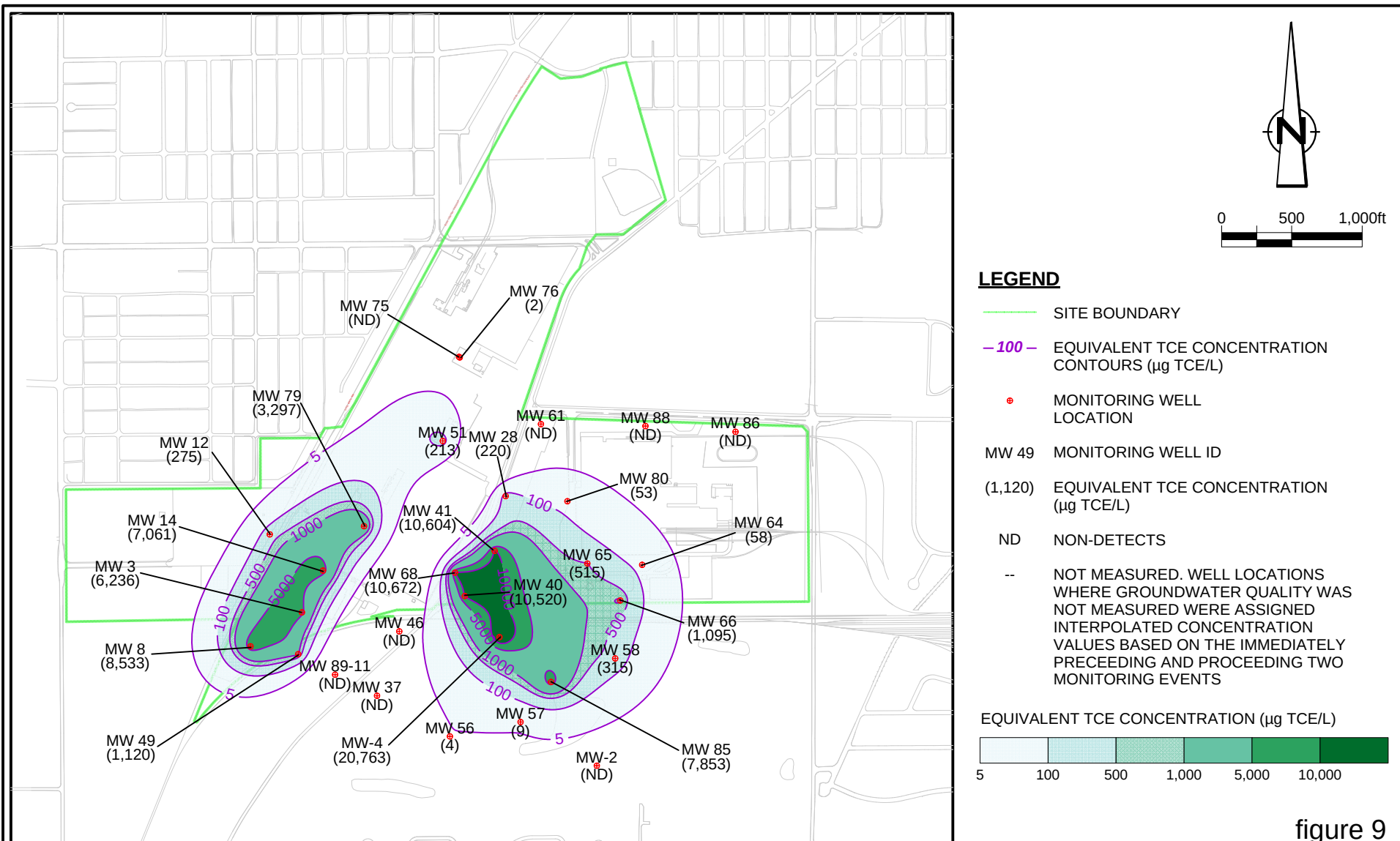


figure 9

CONCENTRATION OF EQUIVALENT TCE IN GROUNDWATER (OCTOBER 2012)
 PLUME STABILITY ANALYSIS
 REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST
 2915 Dr. Martin Luther King Jr. Blvd., Anderson, Indiana



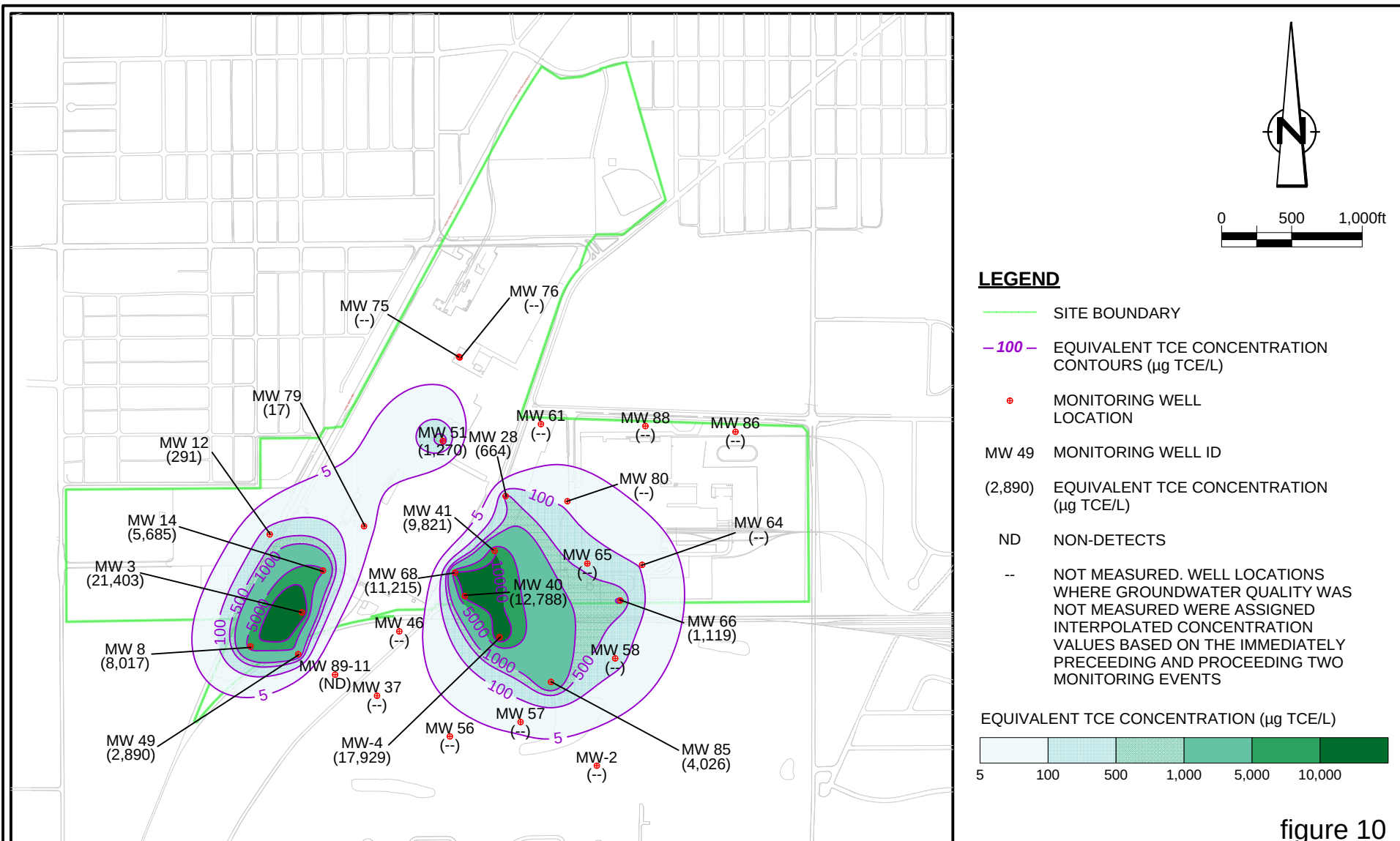


figure 10
 CONCENTRATION OF EQUIVALENT TCE IN GROUNDWATER (APRIL 2013)
 PLUME STABILITY ANALYSIS
 REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST
 2915 Dr. Martin Luther King Jr. Blvd., Anderson, Indiana



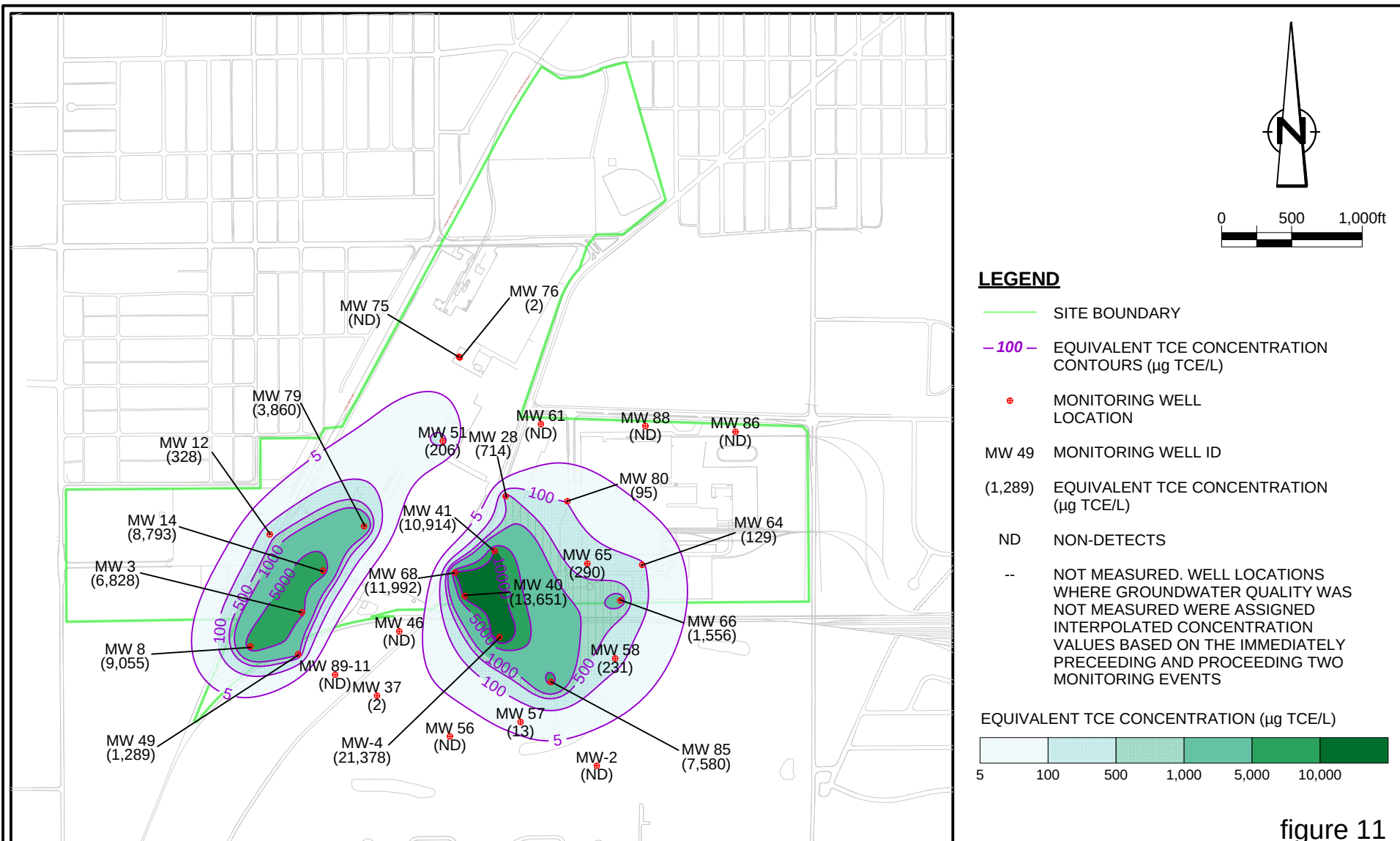


figure 11
 CONCENTRATION OF EQUIVALENT TCE IN GROUNDWATER (OCTOBER 2013)
 PLUME STABILITY ANALYSIS
 REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST
 2915 Dr. Martin Luther King Jr. Blvd., Anderson, Indiana



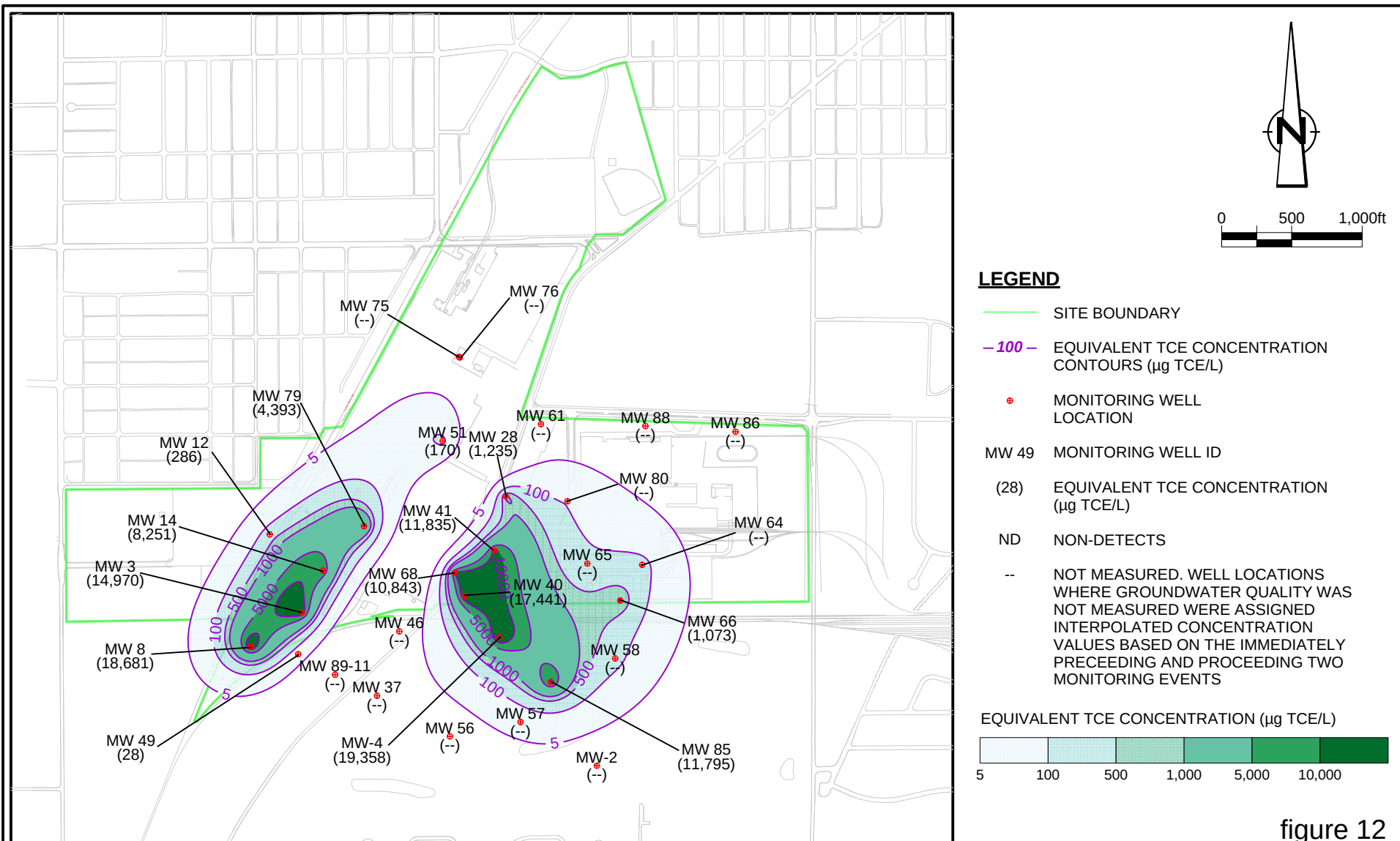


figure 12

CONCENTRATION OF EQUIVALENT TCE IN GROUNDWATER (APRIL 2014)
 PLUME STABILITY ANALYSIS
 REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST
 2915 Dr. Martin Luther King Jr. Blvd., Anderson, Indiana



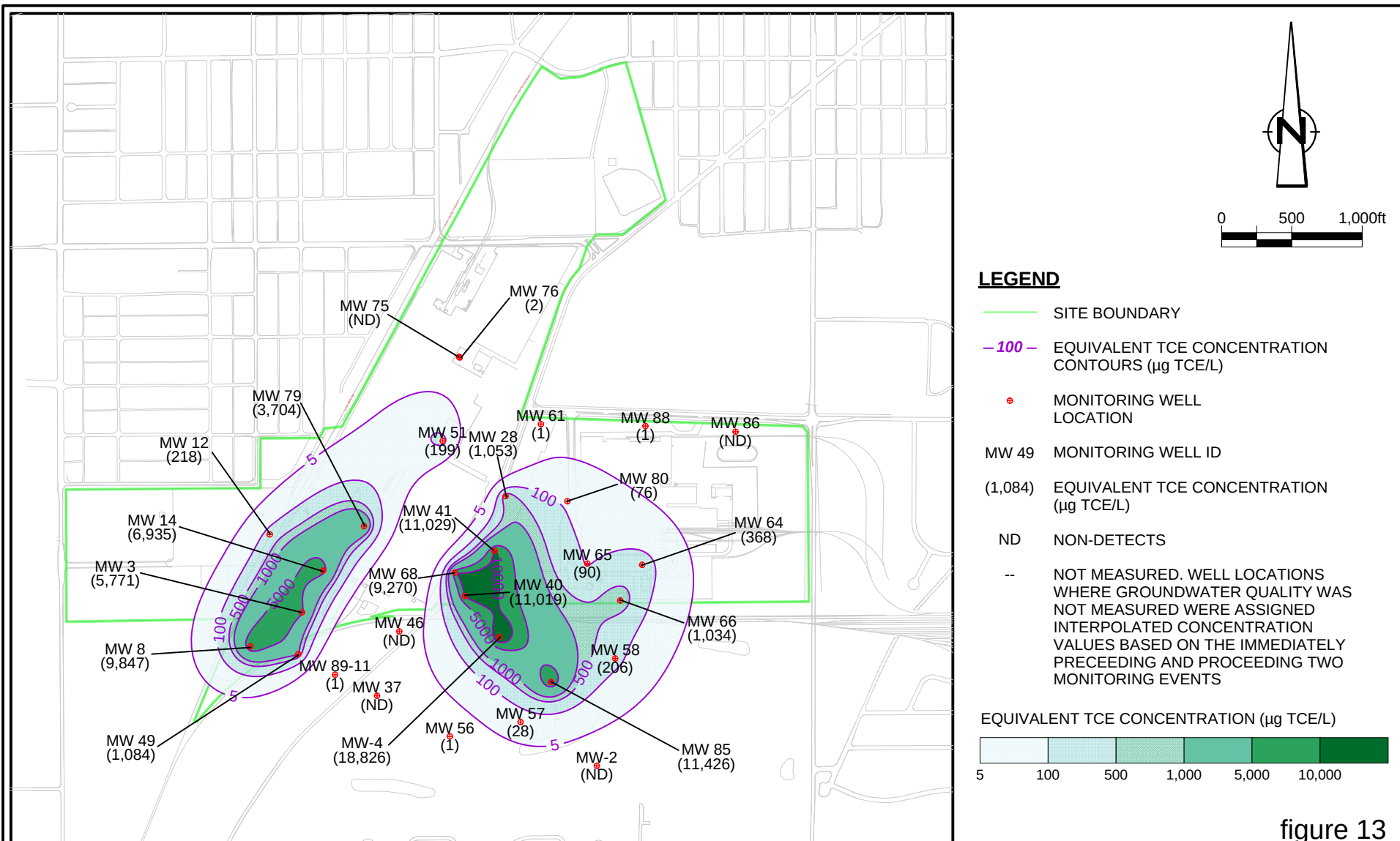


figure 13

CONCENTRATION OF EQUIVALENT TCE IN GROUNDWATER (OCTOBER 2014)
 PLUME STABILITY ANALYSIS
 REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST
 2915 Dr. Martin Luther King Jr. Blvd., Anderson, Indiana



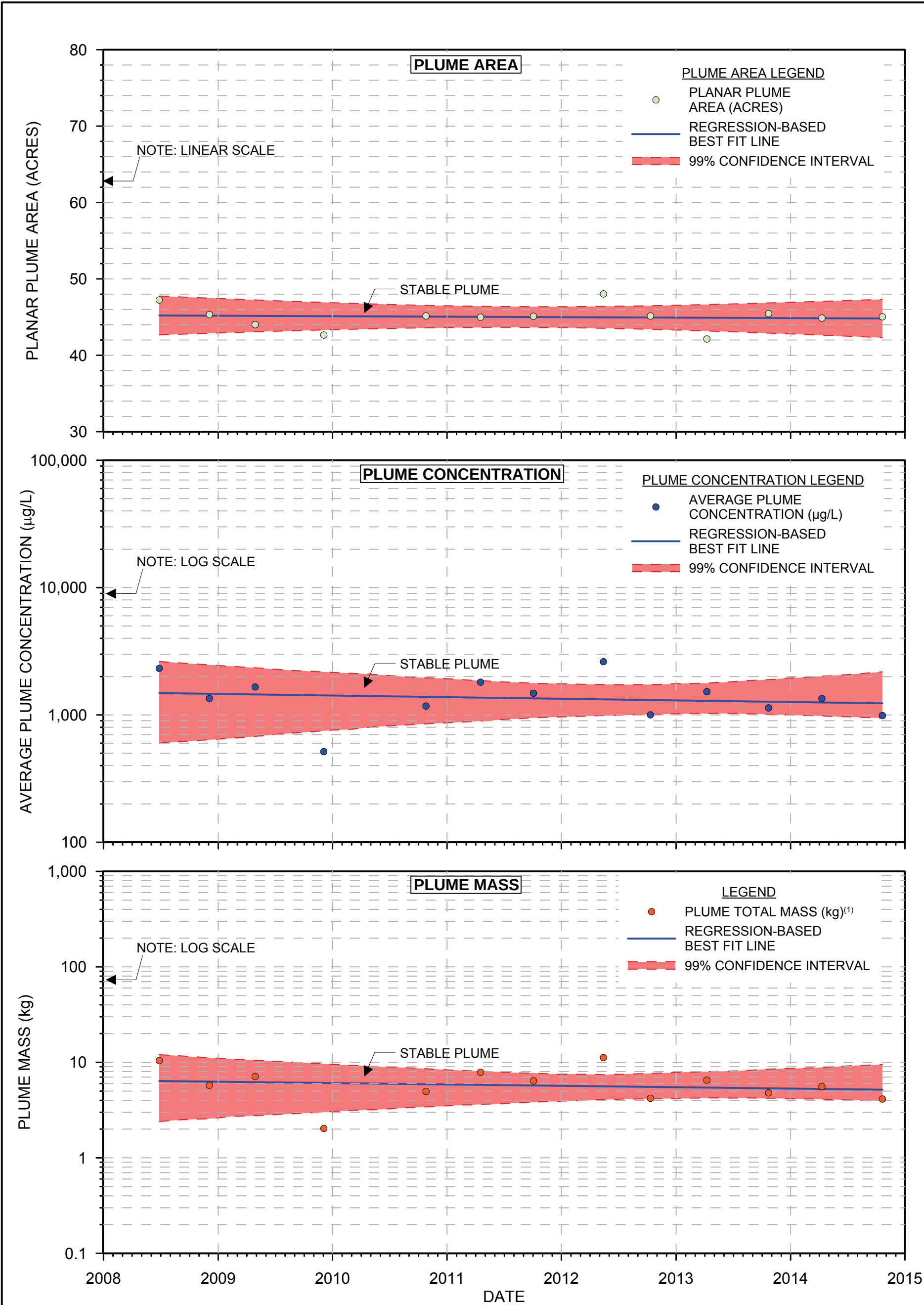
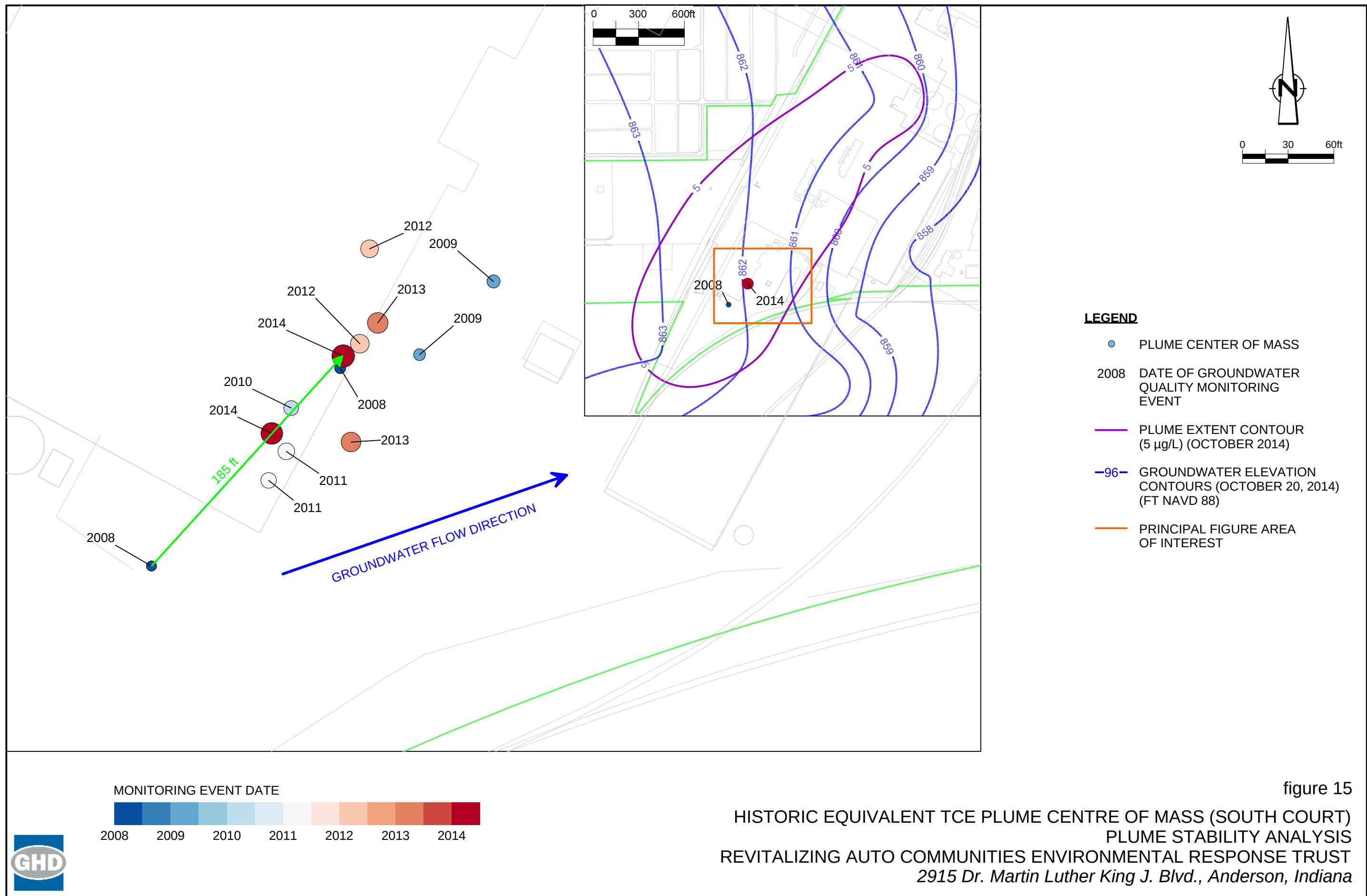


figure 14



EQUIVALENT TCE PLUME (SOUTH COURT) STABILITY ANALYSIS
REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST
2915 Dr. Martin Luther King Jr. Blvd., Anderson, Indiana



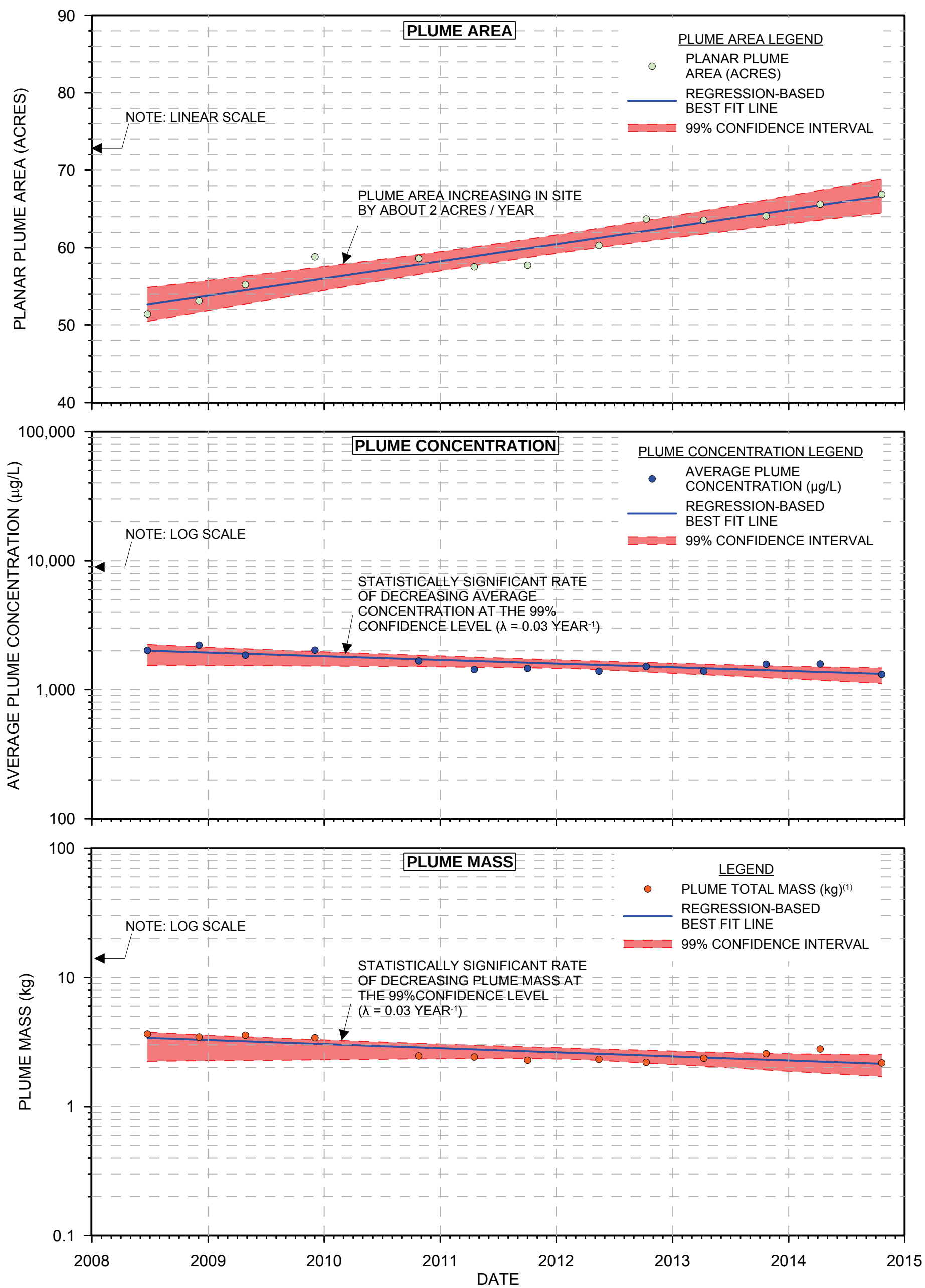
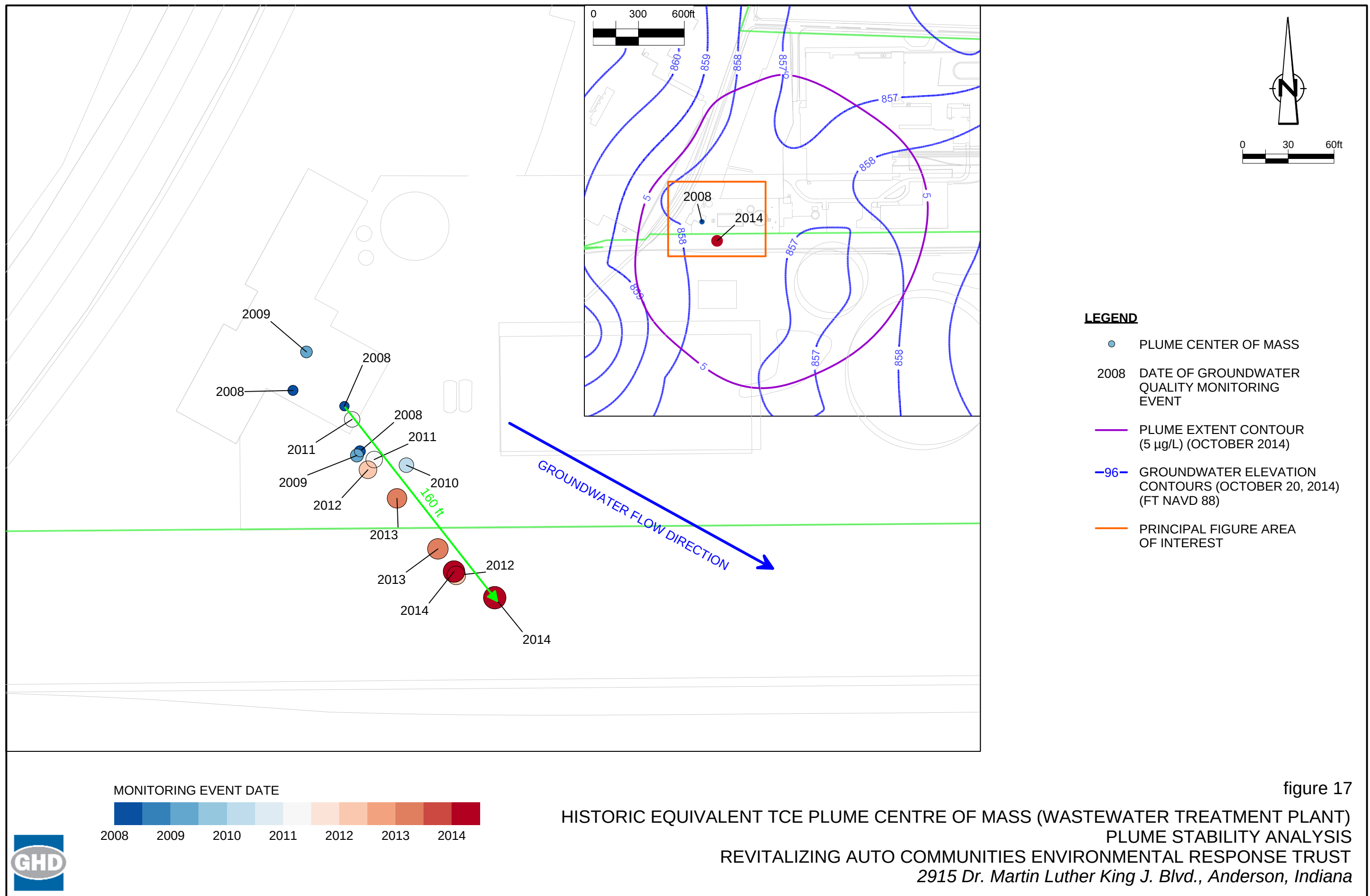


figure 16



EQUIVALENT TCE PLUME (WWTP) STABILITY ANALYSIS
 REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST
 2915 Dr. Martin Luther King Jr. Blvd., Anderson, Indiana



Table

Table 1

Screening Level Partition and Dilution Calculations
Revitalizing Auto Communities Environmental Response Trust
Anderson, Indiana

Calculation of Site-Specific Soil Screening Levels Migration to Ground Water

Estimation of Soil Screen Levels (C_s); USEPA, 1996; = $C_w[K_d + (\theta_w + \theta_a H')/\rho_b]$

where :

TCE Soil Organic Carbon/Water Partition Coefficient (L/kg); $K_{oc} = 61$

Fraction Organic Carbon in Soil (g/g); $f_{oc} = 0.002$

TCE Soil-Water Partition Coefficient (L/kg); $K_d = 0.1$

Water-filled Soil Porosity (L_{water}/L_{soil}); $\theta_w = 0.3$

Air-filled Soil Porosity (L_{water}/L_{soil}); $\theta_a = --^{(1)}$

Dry Soil Bulk Density (kg/L); $\rho_b = 1.5$

Dimensionless Henry's Law Constant; $H' = --^{(1)}$

	South Court Plume Source Area	WWTP Plume Souce Area
Maximum TCE Concentration in Soil(mg/kg); $C_s = 1,100$		ND
Target Soil Leachate Concentration (mg/L); $C_w = 3,416$		--

Calculation of Site-Specific Dilution Attenuation Factor

Estimation of Dilution Factor (DAF); USEPA, 1996; = $1 + K_d i / (L d)$

Estimation of Mixing Zone Depth (ft); USEPA, 1996; = $(0.0112 L^2)^{0.5} + d_a \{1 - \exp[(-L i) / (K_d d_a)]\}$

where :

	South Court Plume Source Area	WWTP Plume Souce Area
Mixing Zone Depth (ft); $d = 7$		7
Source Length Parallel to Groundwater Flow (ft); $L = 2,680$		1,667
Infiltration Rate (in/yr); $i = 11$		11
Aquifer Hydraulic Conductivity (ft/day); $K = 28$		28
Hydraulic Gradient (ft/ft); $i = 0.004$		0.001
Aquifer Thickness (ft); $d_a = 7$		7
DAF = 1		1

Notes:

(1) Assumed saturated condition

Appendix D

Evaluation of Pond Surface Water Analytical Data – Meadowbrook Golf Course



December 17, 2019

Reference No. 017302

Mr. Rob Marshall
Indiana Department of Environmental Management
Office of Land Quality, Permits Branch
100 North Senate Avenue Room IGCN 1154
Indianapolis, IN 46204

Dear Mr. Marshall:

**Re: Evaluation of Pond Surface Water Analytical Data
Meadowbrook Golf Course,
3429 Madison Avenue, Anderson, Indiana**

1. Introduction

On behalf of the Revitalizing Auto Communities Environmental Response (RACER) Trust, GHD Services Inc. (GHD) has prepared the following evaluation of the Meadowbrook Golf Course Pond surface water analytical data. The Meadowbrook Golf Course is located south of RACER Trust's former Anderson Guide facility located at 2915 Dr. Martin Luther King Junior Blvd., Anderson, Indiana (Site). A site plan with sample locations is provided on Figure 1.

The objective of this evaluation is to assess the Meadowbrook Golf Course Pond surface water analytical data and to evaluate the current and future use of the pond water for irrigation or other non-potable purposes.

2. Assessment Criteria

Surface water in the golf course pond (surface water detention basin) could be used for irrigation and also occasionally be contacted by workers and members during other activities at the golf course. In addition, certain animal species may be present at the pond. Therefore, this evaluation considered ambient water quality criteria (AWQC) that are protective of potential human (contact and drinking) and ecological exposures. For this assessment, the Indiana Water Quality Standards are used for potential contact with surface water and drinking water (where it is extracted from surface water) and U.S. Environmental Protection Agency (EPA) screening levels were used to evaluate ecological exposures, as Indiana does not have ecological criteria for the chemicals of interest. The human health criteria are intended to be applied to the average concentration measured over 30 days. However, they can also be applied to single-point measurements within the surface water. The AWQC designed to be protective of drinking water intakes/uses of the surface water, should also be protective of all other uses of the water from the detention basin, which would have lower exposure than as a drinking water source. Note, the AWQC for volatile organic compounds (VOCs) are generally high or do not exist due to their volatility.



3. Surface Water Analytical Results Summary

The 2018 and 2019 pond surface water VOC analytical data was reviewed as part of this evaluation. Two additional samples were collected in October 2019, in addition to the sampling requirements as part of the ongoing Resource Conservation and Recovery Act (RCRA) Corrective Action for the former Anderson Guide facility. The two additional Meadowbrook Golf Course samples collected in October 2019 were collected from; the Pond Irrigation Intake (Deep) and a hose near the Club House to further assess the surface water quality of the pond.

The results of the 2018 and 2019 surface water monitoring events are summarized in Table 1 along with EPA's ecological screening levels and Indiana's human health water quality standards for comparative reference. Note, only VOC parameters with detections are provided in Table 1.

Surface water analytical results indicate that analyzed parameters, where detected, were present below the applicable AWQC's, with the exception of vinyl chloride. Vinyl chloride marginally exceeded Indiana's point of water intake level at the Pond North location in July 2018. However, the samples collected from this location in April 2018, October 2018, April 2019, and October 2019 did not exceed this criterion. Vinyl chloride was detected below Indiana's point of water intake level at the Pond Intake location in 2018 and 2019.

4. Conclusion

The purpose of this evaluation was to assess the Meadowbrook Golf Course Pond surface water analytical data and to evaluate the current and future use of the pond water for irrigation or other non-potable purposes. The results of the evaluation indicate that there is not a current risk to ecological or human health by using the pond water for irrigation or other non-potable purposes.

Should you have questions regarding the above, please do not hesitate to contact the undersigned.

Sincerely,

GHD

A handwritten signature in blue ink that reads "Robert Catallo".

Robert Catallo, B.Sc.

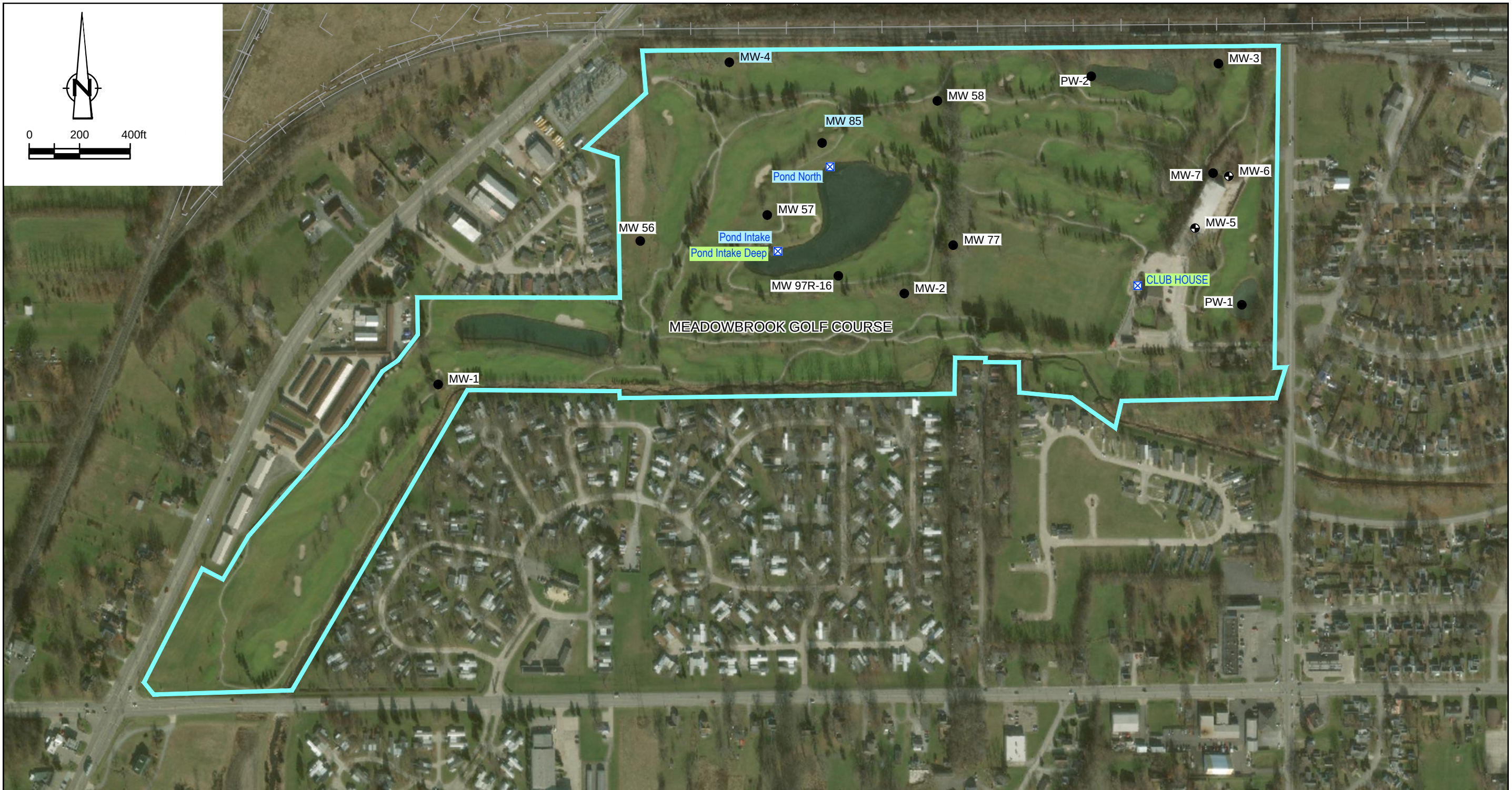
A handwritten signature in blue ink that reads "Francis C. Ramacciotti".

Francis C. Ramacciotti

RC/mma/60

Encl.

cc: Robert Hare (RACER Trust)



SOURCE: AECOM, PROJECT NO. 60163563, DATE 2012-05-15
IMAGE: Microsoft Product Screen Shot(s) Reprinted with permission from Microsoft Corporation, Accessed: 2019

LEGEND

RAILROAD

FENCE LINE

POND BOUNDARY

MONITORING WELL LOCATION

MONITORING WELL NOT CURRENTLY ACCESSIBLE

SURFACE WATER SAMPLE LOCATION

APPROXIMATE MEADOWBROOK PROPERTY BOUNDARY

ANNUAL MONITORING PROGRAM

ADDITIONAL POND SAMPLE COLLECTED IN OCTOBER 2019

figure 1
SITE PLAN
EVALUATION OF POND SURFACE WATER ANALYTICAL DATA
MEADOWBROOK GOLF COURSE
3429 MADISON AVENUE, ANDERSON, INDIANA
Revitalizing Auto Communities Environmental Response Trust

Table 1

**Evaluation of Pond Surface Water Analytical Data
Meadowbrook Golf Course
3429 Madison Avenue, Anderson, Indiana**

Sample Location:					Club House ⁽¹⁾	POND INTAKE - Deep ⁽²⁾	Pond Intake	Pond Intake
Sample ID:					SW-100819-BE-005	SW-100819-BE-003	SW-040918-BE-001	SW-070518-BE-002
Sample Date:					10/8/2019	10/8/2019	4/9/2018	7/5/2018
Parameters	Units	EPA	Indiana					
		Ecological	Water Quality Standards					
			Point of Intake	Outside Mixing Zone				
		a	b	c				
Volatile Organic Compounds								
1,1-Dichloroethane	mg/L	0.047	NC	NC	0.0031 J	0.0028 J	0.0057	0.0039
cis-1,2-Dichloroethene	mg/L	NC	NC	NC	0.062	0.058	0.12	0.077
trans-1,2-Dichloroethene	mg/L	0.97	NC	NC	0.0033 U	0.00064 J	0.0046 J	0.0019 J
Trichloroethene	mg/L	0.047	0.027	0.807	0.0033 U	0.0033 U	0.005 U	0.0033 U
Vinyl chloride	mg/L	0.930	0.02	5.246	0.0033 U	0.0026 J	0.013	0.0076

Notes:

mg/L - milligram per litre

J - Estimated concentration

NC - No Criteria

U - Not detected at the associated reporting limit

(1) Additional Pond sample collected from hose near the Meadowbrook Golf Course Club House.

(2) Additional Pond sample collected at the Pond Intake at the bottom of the Pond, in addition to the typical Pond Intake surface location.

0.023 J^b

Detected concentration exceeds noted criteria

Table 1

**Evaluation of Pond Surface Water Analytical Data
Meadowbrook Golf Course
3429 Madison Avenue, Anderson, Indiana**

Sample Location:

Sample ID:

Sample Date:

Parameters

Units

**EPA
Ecological**

a

Indiana

Water Quality Standards

Point of Intake

b

Outside Mixing Zone

c

**Pond Intake
SW-070518-BE-003
7/5/2018
(Duplicate)**

**Pond Intake
SW-100918-BE-001
10/9/2018**

**Pond Intake
SW-042419-AF-001
4/24/2019**

**Pond Intake
SW-042419-AF-002
4/24/2019
(Duplicate)**

**Pond Intake
SW-100819-BE-004
10/8/2019**

Volatile Organic Compounds

1,1-Dichloroethane	mg/L	0.047	NC	NC	0.0038	0.0051	0.0053	0.0049	0.0029
cis-1,2-Dichloroethene	mg/L	NC	NC	NC	0.072	0.1	0.12	0.1	0.061
trans-1,2-Dichloroethene	mg/L	0.97	NC	NC	0.0017 J	0.0025 J	0.0041	0.0038	0.001 J
Trichloroethene	mg/L	0.047	0.027	0.807	0.0033 U	0.005 U	0.001 J	0.0009 J	0.0017 U
Vinyl chloride	mg/L	0.930	0.02	5.246	0.0073	0.005	0.0089	0.0086	0.0039

Notes:

mg/L - milligram per litre

J - Estimated concentration

NC - No Criteria

U - Not detected at the associated reporting limit

(1) Additional Pond sample collected from hose near the Meadowbrook Golf Course Club House.

(2) Additional Pond sample collected at the Pond Intake at the bottom of the Pond, in addition to the typical Pond Intake surface location.

0.023 J^b

Detected concentration exceeds noted criteria

Table 1

**Evaluation of Pond Surface Water Analytical Data
Meadowbrook Golf Course
3429 Madison Avenue, Anderson, Indiana**

Sample Location:

Sample ID:

Sample Date:

Sample Date:	EPA	Indiana	4/9/2018	4/9/2018	7/5/2018	10/9/2018	10/9/2018		
	Ecological	Water Quality Standards		(Duplicate)			(Duplicate)		
Parameters	Units	Point of Intake	Outside Mixing Zone						
	a	b	c						
Volatile Organic Compounds									
1,1-Dichloroethane	mg/L	0.047	NC	NC	0.0085 J	0.0091 J	0.013	0.0062 J	0.0066 J
cis-1,2-Dichloroethene	mg/L	NC	NC	NC	0.21	0.22	0.16	0.13	0.13
trans-1,2-Dichloroethene	mg/L	0.97	NC	NC	0.0071 J	0.0087 J	0.0095	0.0033 J	0.0037 J
Trichloroethene	mg/L	0.047	0.027	0.807	0.011 U	0.01 U	0.0063 U	0.0067 U	0.0067 U
Vinyl chloride	mg/L	0.930	0.02	5.246	0.014	0.018	0.023 J ^b	0.0059 J	0.0064 J

Notes:

mg/L - milligram per litre

J - Estimated concentration

NC - No Criteria

U - Not detected at the associated reporting limit

(1) Additional Pond sample collected from hose near the Meadowbrook Golf Course Club House.

(2) Additional Pond sample collected at the Pond Intake at the bottom of the Pond, in addition to the typical Pond Intake surface location.

0.023 J^b	Detected concentration exceeds noted criteria
----------------------------	---

Table 1

**Evaluation of Pond Surface Water Analytical Data
Meadowbrook Golf Course
3429 Madison Avenue, Anderson, Indiana**

Sample Location:

Sample ID:

Sample Date:

Pond North
SW-042419-AF-003
4/24/2019

Pond North
SW-100819-BE-001
10/8/2019

Pond North
SW-100819-BE-002
10/8/2019
(Duplicate)

Sample ID:		EPA	Indiana	
Sample Date:		Ecological	Water Quality Standards	
Parameters	Units		Point of Intake	Outside Mixing Zone
		a	b	c
Volatile Organic Compounds				
1,1-Dichloroethane	mg/L	0.047	NC	NC
cis-1,2-Dichloroethene	mg/L	NC	NC	NC
trans-1,2-Dichloroethene	mg/L	0.97	NC	NC
Trichloroethene	mg/L	0.047	0.027	0.807
Vinyl chloride	mg/L	0.930	0.02	5.246

Notes:

mg/L - milligram per litre

J - Estimated concentration

NC - No Criteria

U - Not detected at the associated reporting limit

(1) Additional Pond sample collected from hose near the Meadowbrook Golf Course Club House.

(2) Additional Pond sample collected at the Pond Intake at the bottom of the Pond, in addition to the typical Pond Intake surface location.

0.023 J ^b	Detected concentration exceeds noted criteria
----------------------	---



about GHD

GHD is one of the world's leading professional services companies operating in the global markets of water, energy and resources, environment, property and buildings, and transportation. We provide engineering, environmental, and construction services to private and public sector clients.

Robert Catallo

Robert.catallo@ghd.com
905.682.0510

Shannon Richardson

Shannon.richardson@ghd.com
905.682.0510

www.ghd.com