



6520 Corporate Drive,  
Indianapolis, Indiana 46278  
United States  
www.ghd.com

Our ref: 11209506

May 03, 2022

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

**Tract B (South) Area – Environmental Restrictive Covenant**  
**2915 Dr. Martin Luther King Jr. Boulevard Facility, Anderson, Indiana**

Dear Mr. Marshall

GHD Services Inc. (GHD), on behalf of the Revitalizing Auto Communities Environmental Response (RACER) Trust, has prepared the enclosed Environmental Restrictive Covenant (ERC) for the Tract B (South) Area of the former Anderson Guide facility located at 2915 Dr. Martin Luther King Junior Blvd., Anderson, Indiana (Site). Indiana Department of Environmental Management's (IDEM's) Resource Conservation and Recovery Act (RCRA) Corrective Action ERC template was used to facilitate development of the attached ERC.

Soil sampling was conducted within the Tract B (South) Area during the RCRA Facility Investigation (RFI) to investigate and evaluate known or potential releases from the Site to the environment. The results were compared to IDEM's commercial/industrial and excavation direct contact screening levels and the Site-Specific Closure Levels (SSCLs) developed in the Refined Human Health Risk Assessment and Derivation of Site-Specific Risk-Based Screening Levels by Conestoga-Rovers & Associates (now GHD) and approved by IDEM on May 19, 2014. This comparison was performed as a conservative evaluation of potential reasonable maximum exposures (RMEs) and used each individual result as a conservative estimate of the exposure point concentration (EPC). Certain detected concentrations of arsenic in soil exceeded IDEM's generic commercial/industrial direct contact screening level (30 milligrams per kilogram [mg/kg]), certain detected concentrations of benzo(a)pyrene exceeded IDEM's generic commercial/industrial direct contact screening level (21 mg/kg) and certain detected concentrations of trichloroethene in soil exceeded the SSCL for commercial/industrial direct contact (64 mg/kg) and/or the SSCL for excavation direct contact (103 mg/kg). For arsenic, benzo(a)pyrene, and trichloroethene, a more realistic estimate of the EPC was calculated as the 95% upper confidence limit (UCL) on the mean, which is consistent with IDEM's guidance in its Remediation Closure Guide (RCG). The UCLs were calculated with 4,000 replications to ensure adequate accuracy using United States Environmental Protection Agency's (USEPA's) ProUCL software version 5.1. The UCLs for arsenic (8.97 mg/kg), benzo(a)pyrene (3.18 mg/kg), and trichloroethene (60.02 mg/kg) are the 95% UCLs recommended by ProUCL, using all results. The UCLs, as EPCs, do not exceed IDEM's commercial/industrial direct contact screening level for arsenic, IDEM's commercial/industrial direct contact screening level for benzo(a)pyrene, and the SSCL for commercial/industrial direct contact and the SSCL for excavation direct contact for trichloroethene. As such, the soil concentrations for arsenic, benzo(a)pyrene, and trichloroethene in the Tract B (South) Area do not exceed industrial closure levels and are not considered affected or construction restriction areas as defined by IDEM.

Should you have questions, please do not hesitate to contact Bob Hare of RACER Trust or our office.

Regards



**Robert Catallo**  
Project Manager  
+1 905 346-3838  
robert.catallo@ghd.com



**Francis C. Ramacciotti**  
Senior Risk Assessor

Copy to: Robert Hare (RACER Trust)

## ENVIRONMENTAL RESTRICTIVE COVENANT

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Revitalizing Auto Communities Environmental Response Trust (“RACER Trust”) with an operating address of 1505 Woodward Avenue, Suite 200, Detroit, Michigan 48226 (collectively with all successors and assignees, “Owner”).

WHEREAS: Owner is the fee owner of certain real estate in the City of Anderson in the County of Madison, Indiana, which is located at Tract B (South) – 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. Owner acquired this Real Estate by deed on March 31, 2011, recorded in the Office of the Recorder of Madison County, Indiana on February 27, 2014, as Deed Record 2014R002488. The Real Estate consists of approximately 18.72 acres and has also been identified by the county as a portion of parcel identification number[s] 48-11-23-900-001.000-003, 48-11-23-300-069.000-003, and 48-11-23200-425.000-003. The Real Estate, to which the restrictions in this Covenant apply, along with an “Affected Area” to which additional restrictions apply, are depicted on maps attached hereto as Exhibits B.1, C.1, and C.1A.

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 at the Real Estate, as approved by the Indiana Department of Environmental Management (“Department” or “IDEM”), 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 Exhibits D.1 and D.2, which are 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/](http://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 require that all excavation work be performed in accordance with applicable federal and state laws and regulations including, but not limited to, 29 Code of Federal Regulations Part 1910 and the Occupational Safety and Health Act. In addition, the Owner shall provide written notice to the Department, in accordance with paragraph 14 below, at least fourteen (14) days before the start of soil disturbance activities within Affected Area A (as defined in Exhibits C.1 and C.1A). 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 a threat to human health or the environment.
- (e) Soil within Affected Area A (as defined in Exhibits C.1 and C.1A) exhibits impacts at and below 12 feet below ground surface. Owner shall restore soil disturbed within Affected Area A (as defined in Exhibits C.1 and C.1A) 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.
- (f) Shall not construct or allow occupancy of a workspace on the Real Estate unless a vapor mitigation system is installed, operated, and maintained within the dwelling or workspace. 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 risk to human health via the vapor intrusion exposure pathway.
- (g) 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 ("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 include: (a) a certified copy of the instrument conveying any interest in any portion of the Real Estate; (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. In accordance with 329 IAC 1-2-7 and IC 13-14-2-9(d), the applicant shall reimburse the department for the administrative and personnel expense incurred by the department in evaluating a proposed modification or termination of a restrictive covenant under this rule.

#### V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner of its obligation to comply with any other applicable laws.
13. Change in Law, Policy or Regulation. 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

Attn: Robert Hare, Cleanup Manager  
1505 Woodward Avenue, Suite 200  
Detroit, MI 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 U.S. 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 \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**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

CITY/COUNTY OF \_\_\_\_\_ )  
 ) SS.  
DISTRICT/STATE OF \_\_\_\_\_ )

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 \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Printed Name: \_\_\_\_\_  
Residing in the City/County of \_\_\_\_\_, District/State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

This instrument prepared 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  
1505 Woodward Avenue, Suite 200  
Detroit, MI 48226

## EXHIBIT A

### LEGAL DESCRIPTION OF REAL ESTATE

TRACT "B" (SOUTH) 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 ALONG 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, 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 CURVE 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 CURVE 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 853.21 FEET A POINT ON THE NORTHERLY CURVED RIGHT-OF-WAY OF DR. MARTIN LUTHER KING BOULEVARD, CONCAVE SOUTHWESTERLY, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED; 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 S28°26'05"W, A DISTANCE OF 175.31 FEET; THENCE ALONG THE CURVED RIGHT-OF-WAY OF SAID RAILROAD, CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 11419.19 FEET, AN ARC DISTANCE OF 588.61 FEET, AND CHORD BEARING OF S26°57'27"W AND CHORD DISTANCE OF 588.54 FEET; THENCE S82°02'10"W, A DISTANCE OF 11.17 FEET; THENCE ALONG THE CURVED RIGHT-OF-WAY OF SAID RAILROAD, CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 11429.19 FEET, AN ARC DISTANCE OF 793.25 FEET, AND CHORD BEARING OF S23°28'03"W AND CHORD

DISTANCE OF 793.09 FEET; THENCE S68°31'15"E, A DISTANCE OF 20.00 FEET; THENCE ALONG A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 1935.08 FEET, AN ARC DISTANCE OF 1,634.69 FEET, AND CHORD BEARING OF N61°39'06"E AND CHORD DISTANCE OF 1,586.51 FEET; THENCE N89°02'10"E, A DISTANCE OF 256.82 FEET; THENCE N43°05'53"E, A DISTANCE OF 63.10 FEET; THENCE S89°02'10"W, A DISTANCE OF 19.73 FEET; THENCE ALONG A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 1390.19 FEET, AN ARC DISTANCE OF 82.54 FEET, AND CHORD BEARING OF N43°47'02"E AND CHORD DISTANCE OF 82.53 FEET; THENCE ALONG A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 1763.45 FEET, AN ARC DISTANCE OF 571.62 FEET, AND CHORD BEARING OF N30°16'25"E AND CHORD DISTANCE OF 569.12 FEET TO THE POINT OF BEGINNING.

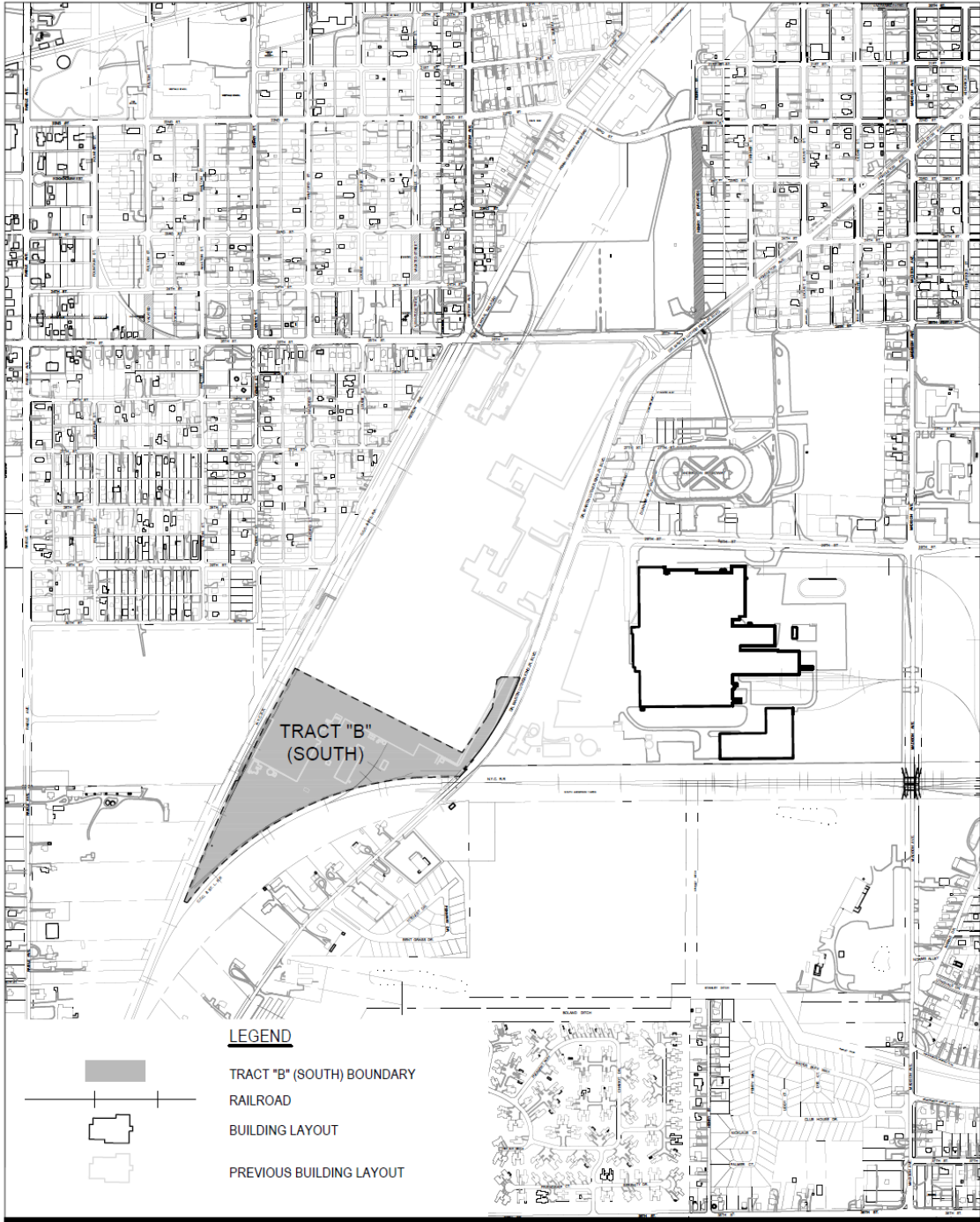
CONTAINING 18.72 ACRES OF LAND, MORE OR LESS.

**TAX PARCEL ID:** PORTION OF 48-11-23-900-001.000-003, 48-11-23-300-069.000-003, and 48-11-23200-425.000-003

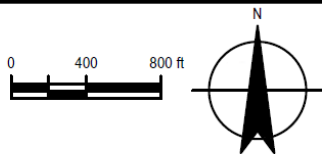
**COMMONLY KNOWN AS:** DR. MARTIN LUTHER KING JR. BOULEVARD,  
ANDERSON, INDIANA 46016

# EXHIBIT B.1

## KEY MAP



**LEGEND**  
TRACT "B" (SOUTH) BOUNDARY  
RAILROAD  
BUILDING LAYOUT  
PREVIOUS BUILDING LAYOUT



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

Project No. 11209506  
Report No. LTR-Marshall-002  
Date October 2021

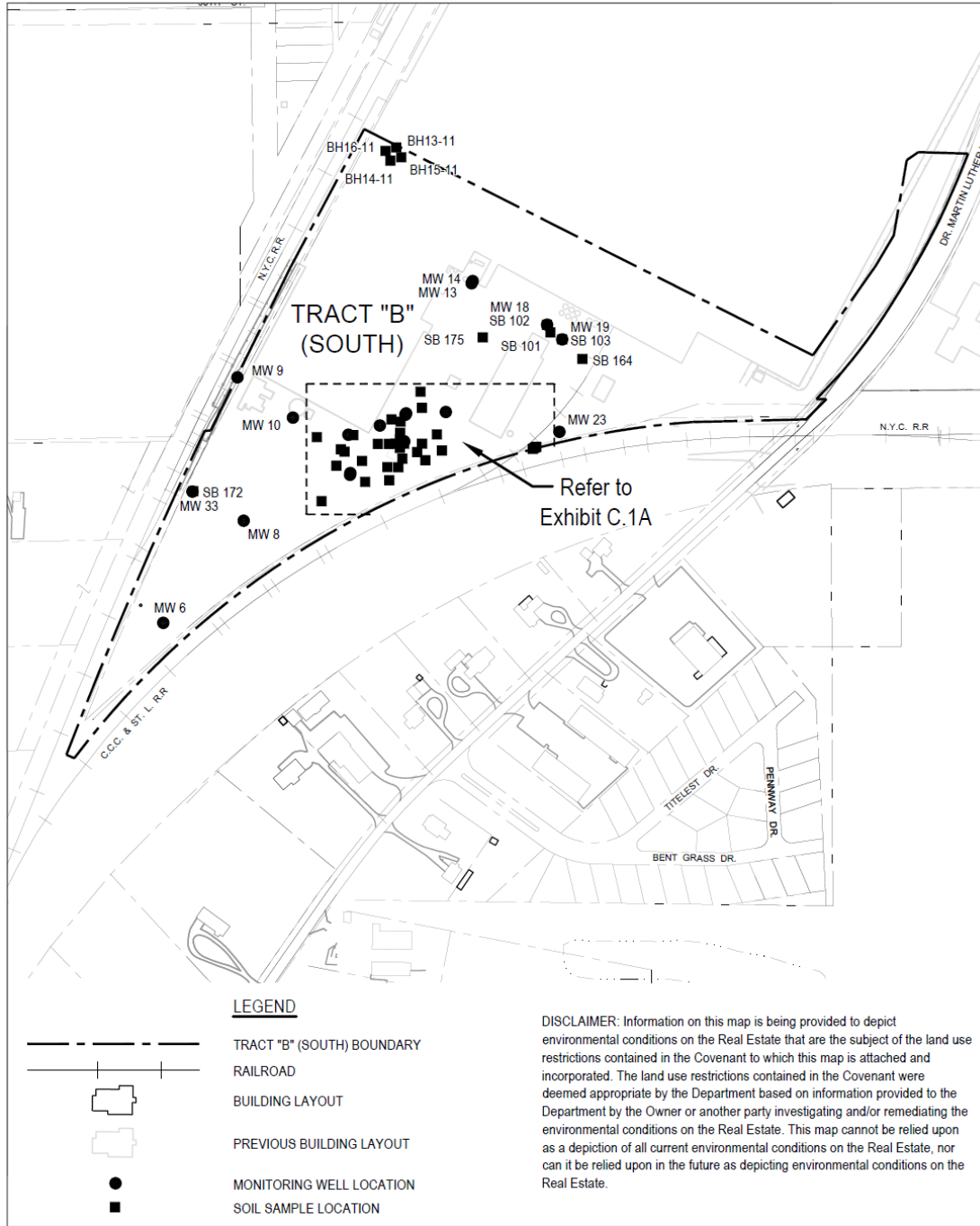
KEY MAP

EXHIBIT B.1

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Plot Date: 06 October 2021 9:31 PM

# EXHIBIT C.1 & C.1A

## SITE MAP



			<p>REVITALIZING AUTO COMMUNITIES          ENVIRONMENTAL RESPONSE TRUST          TRACT "B" (SOUTH) -          2915 DR. MARTIN LUTHER KING JR. BLVD.          ENVIRONMENTAL RESTRICTIVE COVENANT</p>	<p>Project No. 11209506          Report No. LTR-Marshall-002          Date October 2021</p>
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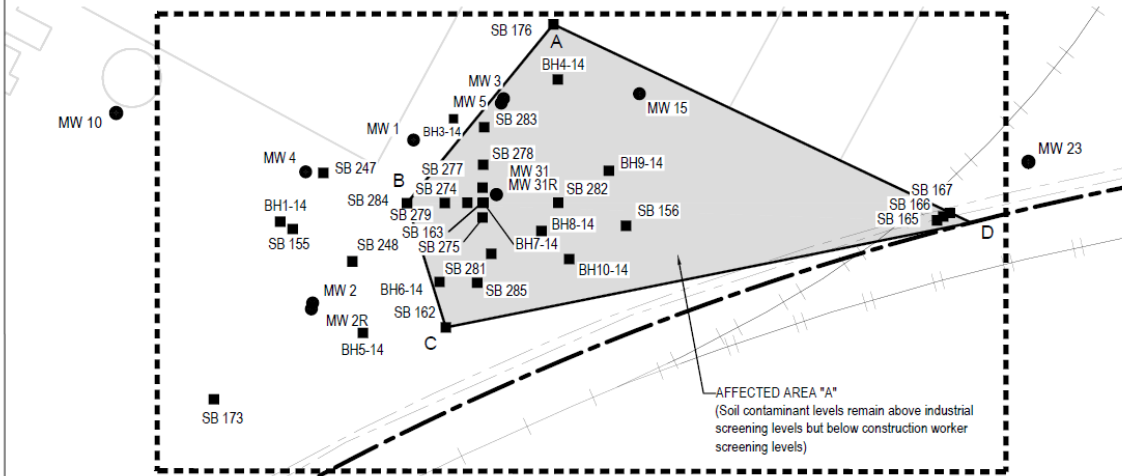
SITE MAP

EXHIBIT C.1

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 Plot Date: 06 October 2021 3:32 PM

AFFECTED AREA BOUNDARY <sup>(1)</sup> AREA "A"		
	X-COORDINATE	Y-COORDINATE
A	317403.0148	1761186.3350
B	317306.7971	1761068.8460
C	317332.3273	1760987.2090
D	317677.6126	1761056.0405

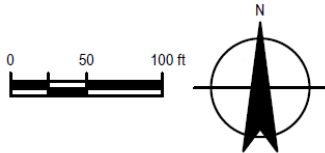
NOTE:  
 (1) - COORDINATES ARE BASED ON NAD83 SPCS  
 1301 IN EAST ZONE IN US SURVEY FT.



**LEGEND**

- TRACT "B" (SOUTH) 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.



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

Project No. 11209506  
 Report No. LTR-Marshall-002  
 Date January 2022

SITE MAP

EXHIBIT C.1A

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 Plot Date: 21 January 2022 12:06 PM

## EXHIBIT D.1 & D.2

### DESCRIPTION OF CONTAMINATION

Exhibit D.1

Page 1 of 1

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

#### *Parameters*<sup>(1)</sup>

##### *Volatile Organic Compounds*

Trichloroethene  
Vinyl chloride

##### *Semi-volatile Organic Compounds*

Benzo(a)anthracene  
Benzo(a)pyrene  
Benzo(b)fluoranthene  
Dibenz(a,h)anthracene  
Indeno(1,2,3-cd)pyrene

##### *Polychlorinated Biphenyls*

Aroclor-1242 (PCB-1242)  
Aroclor-1248 (PCB-1248)

##### *Metals*

Arsenic  
Copper  
Lead  
Nickel

##### *General Chemistry*

Cyanide (total)

##### *Affected Area*

##### **Area-A**

Aroclor-1242 (PCB-1242)  
Aroclor-1248 (PCB-1248)

##### **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 (South)  
2915 Dr. Martin Luther King Jr. Blvd., Anderson, Indiana  
IND 980 700 801**

**Parameters<sup>(1)</sup>**

***Volatile Organic Compounds***

Chloroform (Trichloromethane)

1,1-Dichloroethane

1,1-Dichloroethene

cis-1,2-Dichloroethene

trans-1,2-Dichloroethene

Toluene

1,1,1-Trichloroethane

Trichloroethene

Vinyl chloride

***Metals***

Arsenic

Cadmium

Lead

Nickel

***Notes:***

(1) Groundwater analytical results are presented in the Final RFI Report, approved by IDEM July 22, 2014 (VFC #70145840) and Annual Monitoring Reports (2014-2020). 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.