

Hold
Board of
20/2
Public Works

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RECORDED AS PRESENTED ON

09/22/2011 01:56:22PM

PHILLIP G. DOTSON
ST. JOSEPH COUNTY
RECORDER

REC FEE: \$60.00
PAGES: 24

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RECORDED AS PRESENTED ON

09/13/2011 12:59:39PM

PHILLIP G. DOTSON
ST. JOSEPH COUNTY
RECORDER

REC FEE: \$52.00
PAGES: 20

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT is made this 2nd day of September 2011, by the City of South Bend ("Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of St. Joseph, Indiana, which is located at 730 United Drive in South Bend and more particularly described in the attached **Exhibit "A"** ("Real Estate"), which is hereby incorporated and made a part hereof. The Real Estate was acquired by deed on August 25, 2000, and recorded on September 1, 2000, as Deed Record 0042015, in the Office of the Recorder of St. Joseph County, Indiana. The Real Estate consists of approximately 7.47 acres and is also identified by the county by parcel identification number 710811477003000026. The Real Estate to which this Covenant applies is depicted on a map attached hereto as **Exhibit "B."**

WHEREAS: A Site Status Letter, a copy of which is attached hereto as **Exhibit "C,"** was prepared and issued by the Indiana Department of Environmental Management ("the Department" or "IDEM") pursuant to the Indiana Brownfields Program's ("Program") recommendation at the request of the City of South Bend to address the current environmental conditions of a brownfield site resulting from a release of petroleum at the former Studebaker Building 69 facility, Program site number BFD #4100906.

WHEREAS: The Site Status Letter, as approved by the Department, provides that certain contaminants of concern ("COCs") remain in the ground water on the Real Estate but will not pose an unacceptable risk to human health at the remaining concentrations provided that the land use restrictions contained herein are implemented and maintained to ensure the protection of public health, safety, or welfare, and the environment. The COCs are benzo(a)pyrene, naphthalene, trichloroethene, and 1,2,4-trimethylbenzene.

WHEREAS: Soil and ground water on the Real Estate were sampled for some or all of the following: total petroleum hydrocarbons, volatile organic compounds, and semi-volatile organic compounds. Investigations in 2010 detected levels of COCs that were above their respective residential default closure levels ("RDCLs") for ground water established by IDEM in the Risk Integrated System of Closure ("RISC") Technical Guidance (February 15, 2001 and applicable revisions), but were below their respective RISC industrial default closure levels (IDCLs") for ground water. See Table 1 attached hereto as part of **Exhibit "E."**

WHEREAS: IDEM approved closure of environmental conditions on the Real Estate under RISC because the detected levels of COCs were below their respective RISC IDCLs for ground water and all other sampled constituents were below their respective RISC RDCLs for soil and ground water. A site map depicting the sampling locations at which COCs were detected above applicable RISC closure levels is attached hereto as **Exhibit "D."**

WHEREAS: Environmental reports and other documents related to the Real Estate are hereby incorporated by reference and may be examined at the Public File Room of the Department, which is located in the Indiana Government Center North at 100 N. Senate Avenue, 12th Floor East, Indianapolis, Indiana. The documents may also be viewed electronically by searching the Department's Virtual File Cabinet on the Web at: <http://www.in.gov/idem/4101.htm>.

NOW THEREFORE, the City of South Bend subjects the Real Estate to the following restrictions and provisions, which shall be binding on the City of South Bend 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 ground water at the Real Estate for any purpose, including, but not limited to, human or animal consumption, gardening, industrial processes, or agriculture, without prior Department approval, except that ground water may be extracted in conjunction with environmental investigation and/or remediation activities.

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 or their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control ("Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in all or any part of the Real Estate by any person shall limit the 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 determining whether the land use restrictions set forth in paragraph 1 above are being properly maintained (and operated, if applicable) in a manner that ensures the protection of public health, safety, or welfare and the environment. This right of entry includes the right to take samples, monitor compliance with the remediation work plan (if applicable), and inspect records.

5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances) the following notice provision (with blanks to be filled in):

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

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and include (a) a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if the instrument has been recorded, its recording reference(s), and (c) the name and business address of the transferee.
7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate the Department if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, the Department shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that contaminants of concern on the Real Estate no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.

10. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of St. Joseph County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

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

Ms. Ann Kolata
City of South Bend
227 W. Jefferson Boulevard
Suite 1200
South Bend, IN 46601

To Department:

Indiana Brownfields Program
100 N. Senate Avenue, Rm. 1275
Indianapolis, Indiana 46204
ATTN: Kyle Hendrix

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

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

16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

EXHIBIT A

Legal Description of the Real Estate

HOLD FOR: MERIDIAN TITLE CORP.

MAIL DEED TO:

John E. Broden, Esq.
City Attorney, City of South Bend
1400 County-City Building
227 West Jefferson
South Bend, IN 46601

0042015

RECORDED ON
09-01-2008 3:43:28

TERRI J. RETHLAKE
ST. JOSEPH COUNTY
RECORDER

REC. FEE: 24.00
PAGES: 6

AUDITOR'S RECORD

Transfer No. 6214

Taxing Unit S.B

9.1.00

MAIL TAX BILLS TO:

TAX KEY NO:

18-3043-165407

WARRANTY DEED

THIS INDENTURE WITNESSETH, that (a) Jennie Cohen, (b) Abraham Marcus, as co-personal representative of the estate of Albert Schulman, deceased, but in no other capacity, by virtue of the power given to him as personal representative under Indiana law (this estate is pending as Estate No. 71J01-9911-ES00520 in St. Joseph County, Indiana), (c) Arthur Schulman, and (d) Abraham Marcus, as co-personal representative of the estate of Edith Schulman, deceased, but in no other capacity, by virtue of the power given to him as personal representative under Indiana law (this estate is pending as Estate No. 71J01-0004-ES00209 in St. Joseph County, Indiana), formerly a partnership doing business under the firm name and style of General Realty Company, CONVEYS AND WARRANTS TO THE CITY OF SOUTH BEND, INDIANA, for ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in St. Joseph County, Indiana:

The real estate which is commonly known as 730 United Drive (formerly known as Prairie Avenue, South Bend, Indiana, which property is more particularly described on Exhibit A hereto.

Subject to all easements, zoning ordinances, restrictions and covenants of record and to all legal highways and to all taxes and assessments.

Responsibility for the performance of the obligations of the co-personal representatives hereunder is limited to and assured only by their respective Decedent's estates and the co-personal representatives shall have no personal or individual liability created by the execution and delivery of this Deed.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

DULY ENTERED FOR TAXATION
JOSEPH F. NAGY
AUDITOR
ST. JOSEPH CO INDIANA

4189500

[SIGNATURE PAGE FOR WARRANTY DEED]

EXECUTED as of the 25th day of August, 2000.

ABRAHAM MARCUS, AS CO-PERSONAL REPRESENTATIVE
OF
THE ESTATE OF ALBERT SCHULMAN, DECEASED

Jennie Cohen
Jennie Cohen

By: Abraham Marcus, as co-personal representative
Abraham Marcus, as co-personal representative

ABRAHAM MARCUS, AS CO-PERSONAL REPRESENTATIVE
OF
THE ESTATE OF EDITH SCHULMAN, DECEASED

Arthur Schulman
Arthur Schulman

By: Abraham Marcus, as co-personal representative
Abraham Marcus, as co-personal representative

STATE OF Indiana)
) SS:
COUNTY OF St. Joseph)

The foregoing Warranty Deed was acknowledged before me this 25th day of August, 2000, by Jennie Cohen, as her free act and deed.

Susan K. McClellan
SUSAN K. MCCLELLAN
(Printed Name)
Notary Public
Residing in SPARTE County, INDIANA



My Commission Expires:
Nov. 28, 2006

STATE OF Indiana)
) SS:
COUNTY OF St. Joseph)

The foregoing Warranty Deed was acknowledged before me this 25 day of August, 2000, by Abraham Marcus, in his capacity as co-personal representative of the estate of Albert Schulman, deceased.

Susan K. McClellan

Susan K. McClellan

[Printed Name]
Notary Public

Residing in LaPorte County,



My Commission Expires:

Nov. 28, 2006

STATE OF Indiana)
) SS:
COUNTY OF St. Joseph)

The foregoing Warranty Deed was acknowledged before me this 25th day of August, 2000, by Arthur Schulman, as his free act and deed.

Susan K. McClellan

Susan K. McClellan

[Printed Name]
Notary Public

Residing in LaPorte County,



My Commission Expires:

Nov. 28, 2006

STATE OF Indiana)
) SS:
COUNTY OF St. Joseph)

The foregoing Warranty Deed was acknowledged before me this 25th day of August, 2000, by Abraham Marcus, in his capacity as co-personal representative of the estate of Edith Schulman, deceased.

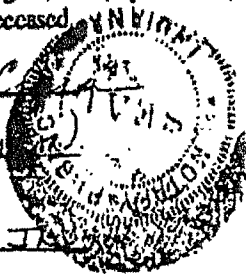
Sharon K. McLaughlin

Sharon K. McLaughlin

[Printed Name]

Notary Public

Residing in LAPORTE County, IN



My Commission Expires:

Nov 28, 2006

THIS INSTRUMENT PREPARED BY:

**ALAN B. FELDBAUM
BARNES & THORNBURG
600 1ST SOURCE BANK CENTER
100 N. MICHIGAN STREET
SOUTH BEND, INDIANA 46601**

EXHIBIT A

PARCEL I: A part of the Southeast Quarter of Section 11, Township 37 North, Range 2 East of the 2nd P.M., more particularly described as follows: Beginning at a point South 29°30'67" West a distance of 237.08 feet from the Northwest corner of Tract No. 3 of the Studebaker Corp. Replat, as recorded in Plat Book 11, page 184, in the Office of the Recorder of St. Joseph County, Indiana; thence South 89°29'14" East a distance of 470.35 feet to a point; thence South 24°46'30" East a distance of 91.77 feet to a point; thence South 00°12'30" East a distance of 120.87 feet to a point; thence South 89°36'07" East a distance of 66.16 feet to a point; thence South 00°40'02" East a distance of 286.76 feet to a point; thence South 89°42'54" West a distance of 861.73 feet to the Easterly line of Prairie Avenue, said Easterly line being also the Westerly line of Tract No. 3, as aforesaid; thence North 29°30'57" East along the Easterly line of Prairie Avenue a distance of 574.43 feet to a point of beginning.

PARCEL II: An easement for ingress and egress in, upon, and over the following-described real estate: A part of the Southeast Quarter of Section 11, Township 37 North, Range 2 East of the 2nd P.M., more particularly described as follows: Beginning at the Northwest corner of Tract No. 3 of the Studebaker Corp. Replat, as recorded in Plat Book 11, page 184 in the Office of the Recorder of St. Joseph County, Indiana; thence South 89°32'00" East a distance of 261.33 feet to a point; thence South 00°30'46" West a distance of 102.64 feet to a point; thence South 89°29'14" East a distance of 6.40 feet to a point; thence South 00°30'46" West a distance of 20.30 feet to a point; thence South 89°29'14" East a distance of 0.67 feet for a point of beginning; thence South 00°30'48" West a distance of 84.60 feet to a point; thence South 89°29'14" East a distance of 97.00 feet to a point; thence North 00°30'46" East a distance of 84.60 feet to a point; thence North 89°29'14" West a distance of 97.00 feet to the point of beginning.

PARCEL III: An easement for ingress and egress in, upon, and over the following-described real estate: A part of the Southeast Quarter of Section 11, Township 37 North, Range 2 East, more particularly described as follows: Beginning at a point on the Westerly line of Tract No. 3 of the Studebaker Corp. Replat as recorded in Plat Book 11, page 184 in the Office of the Recorder of St. Joseph County, Indiana, 379.03 feet Northerly of the Southwest corner thereof (as measured along said Westerly line of said Tract No. 3); thence South 89°08'27" East a distance of 184.28 feet to a point; thence South 88°42'25" East a distance of 759.39 feet to a point; thence North 00°17'06" West, a distance of 282.10 feet to a point; thence North 89°42'54" East a distance of 20.00 feet to a point; thence South 00°17'06" East a distance of 302.66 feet to a point; thence North 88°42'25" West a distance of 779.88 feet to a point; thence North 89°08'27" West a distance of 195.13 feet to the Westerly line of Tract No. 3, as aforesaid, thence North 29°30'57" East along said Westerly line of Tract No. 3 a distance of 22.79 feet to the point of beginning.

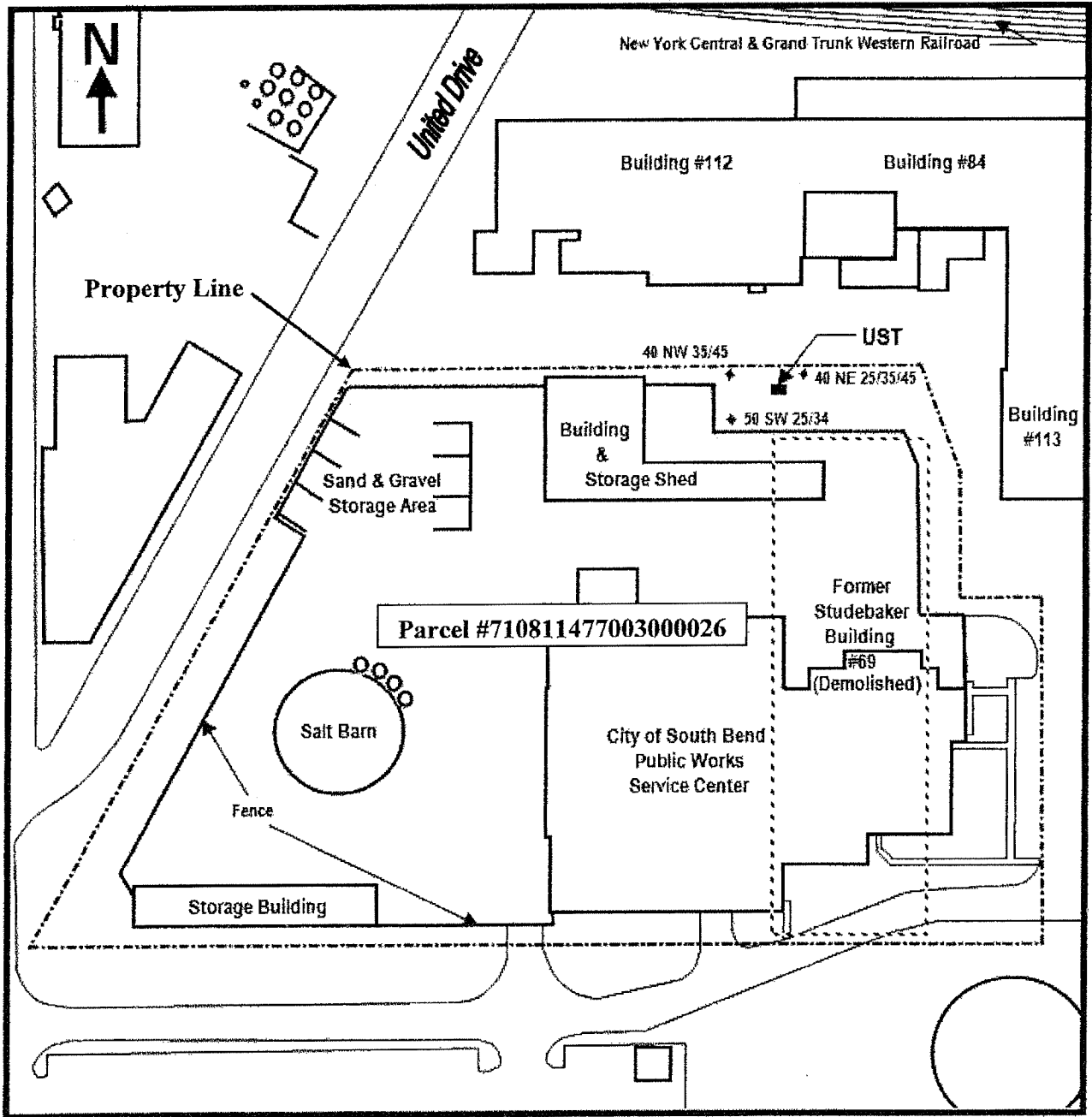
PARCEL IV: An easement for ingress and egress in, upon, and over the following-described real estate: A part of the Southeast Quarter of Section 11, Township 37 North, Range 2 East, more particularly described as follows: Commencing at the Northeast corner of Tract No. 3 of the Studebaker Corporation Replat as recorded in Plat Book 11, page 184 in the Office of the Recorder of St. Joseph County, Indiana; thence South 00°12'10" East a distance of 690.31 feet to a point; thence South 89°42'54" West a distance of 646.47 feet to the point of beginning; thence continuing South 89°42'54" West a distance of 30.03 feet to a point; thence South 02°06'30" West a distance of 266.30 feet to a point; thence South 04°39'23" West a distance of 169.34 feet to a point; thence South 06°01'08" West a distance of 123.28 feet to a point; thence South 00°16'04" West a distance of 35.06 feet to a point on the North line of Sample Street, said North line being also the Southerly line of said Tract No. 3 of the Studebaker Corporation Replat; thence South 89°51'46" East along said North line of Sample Street a distance of 30.00 feet to a point; thence

North $00^{\circ}18'04''$ East a distance of 33.42 feet to a point; thence North $06^{\circ}01'08''$ East a distance of 122.16 feet to a point; thence North $04^{\circ}39'23''$ East a distance of 170.38 feet to a point; thence North $02^{\circ}06'30''$ East a distance of 270.24 feet to the point of beginning.

EXHIBIT B

Map of the Real Estate

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.



IDEM

Drawn KDD

Check KDD

Date 8/23/11

Scale 1" = ~125 Feet

Map of the Real Estate

Figure

1

EXHIBIT C

Copy of Site Status Letter



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

Mitchell E. Daniels, Jr.
Governor

Thomas W. Easterly
Commissioner

100 North Senate Avenue
Indianapolis, Indiana 46204
(317) 232-8603
Toll Free (800) 451-6027
www.idem.IN.gov

August 26, 2011

Ms. Ann Kolata
City of South Bend
227 W. Jefferson Boulevard
Suite 1200
South Bend, IN 46601

AUG 26 2011

Re: **Site Status Letter**
Former Studebaker Building 69
730 United Drive (formerly 730 Prairie Dr.)
South Bend, St. Joseph County
State Cleanup Site #200101156
Brownfield Site #4100906

Dear Ms. Kolata:

In response to the request to the Indiana Brownfields Program (Program) by the City of South Bend (City) for assistance concerning the property located at 730 United Drive, South Bend, St. Joseph County (Site), the Indiana Department of Environmental Management (IDEM) has agreed to provide this Site Status Letter to clarify IDEM's position on the necessity of an environmental response action at the Site. This letter is not a legal release from liability. It will, however, help to establish whether environmental conditions at the Site might be a barrier to redevelopment or property transfer.

As part of the City's request for assistance in determining any existing environmental impacts and potential liability to undertake response activities at the Site, Program staff has reviewed the following documents prepared by Grauvogel & Associates (G&A):

- *Initial Site Characterization* dated October 2001 (ISC)
- *Ground water Monitoring Letter Report* dated February 8, 2011

The 7.47-acre Site was part of the Studebaker Corporation's (Studebaker) vehicle manufacturing complex. Building 69 was built sometime between 1913 and 1922 and was originally used as a dry kiln. Later, it was used for engineering and maintenance until Studebaker ceased operations in 1963. Albert and Edith Schulman purchased the property in 1964 and appear to have operated it for storage and warehousing. In August 2000, the City purchased the property from the Estate of Albert and Edith Schulman. In 2001, Building 69 was demolished and the Site was later redeveloped as the City of South Bend's Public Works Service Center.

Environmental Investigations

The ISC completed in 2001 was conducted after a release from an unregulated heating oil underground storage tank (UST) located on the Site was discovered during the Building 69 demolition activities. The City reported the release to IDEM in 2001, which assigned incident #200101156 to the spill. The incident was referred to the IDEM State Cleanup Program on January 29, 2001. The exact date of removal of the heating oil UST is unknown but is believed to have been removed prior to the 1986 federal registration deadline for regulated USTs. The ISC report documented the advancement of one soil boring in the middle of the former location of the UST and the installation of nine permanent monitoring wells in the vicinity of the former location of the UST. Four soil samples at various depths were collected from the one boring and analyzed for total petroleum hydrocarbons (TPH) using analytical method EPA GC/FID 8260. Nine ground water samples were collected and analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), and TPH. Analytical results were compared to IDEM's Risk Integrated System of Closure (RISC) Technical Resource Guidance Document (February 15, 2001 and applicable revisions) with detected contaminant levels in soil compared to residential and industrial default closure levels (RDCLs and IDCLs, respectively) for direct contact exposure (Direct Contact) and ground water results compared to RDCLs and IDCLs.

Analytical results for TPH in soil were below the RISC Direct Contact RDCL for TPH gasoline range organics (GRO) and diesel range organics (DRO) in the sample collected from 6 to 7.5 feet bgs. Only the detected level of TPH in the smear zone (23 to 25 feet bgs) exceeded the RDCL and IDCL for migration to ground water (MGW).¹ Analytical results indicated that Site ground water was contaminated with VOCs, SVOCs, and TPH above RISC RDCLs and/or IDCLs. However, since the Site is not located within the City's wellhead protection area and drinking water is municipally-supplied (no on-Site drinking water wells), G&A concluded that no further action was necessary at the Site. The IDEM State Cleanup Program did not close the Site but classified the site as inactive and did not pursue any further response from any responsible party(ies).

In 2010, the City applied for grant funding from the U.S. Environmental Protection Agency to remediate the Site. During IDEM's review of the City's remediation proposal, IDEM staff requested a round of ground water sampling be conducted to gather current data. G&A collected nine ground water samples from the existing (2001-installed) monitoring well network. The samples were analyzed for carcinogenic polynuclear aromatics (cPAHs), naphthalene, and benzene, toluene, ethyl benzene and xylenes/methyl tertiary butyl ether (BTEX/MTBE). Analytical results demonstrated that the ground water is contaminated with benzo(a)pyrene, naphthalene, trichloroethene, and 1,2,4-trimethylbenzene at levels above their respective RISC RDCLs but below their respective IDCLs. See Table 1 below for a summary of ground water results exceeding applicable RISC RDCLs.

¹ IDEM eliminated the RISC closure criteria for TPH in ground water in June 2010 and, therefore, TPH sample results are no longer relevant for closure considerations and none of the TPH results referenced in this letter were considered in determining RISC closure at this site.

TABLE 1
Former Studebaker Building 69
Ground Water Sample Results Exceeding
IDEM RISC RDCLs

Sample Location	Sample Date	Contaminant Detected (ppm)			
		Benzo(a)pyrene	Naphthalene	Trichloroethene	1,2,4-Trimethylbenzene
40NE-35	12/2/2010	0.00015	<i>0.0487</i>	<0.005	<i>0.158</i>
40NE-45	12/2/2010	<i>0.00029</i>	<0.001	<0.005	<0.005
50SW-34	12/2/2010	<0.0001	<0.001	<i>0.0089</i>	<0.005
RISC RDCL		0.0002	0.0083	0.005	0.016
RISC IDCL		0.00039	2.0	0.031	5.1

Notes: Results in parts per million (ppm)
Italics => RISC RDCL

Conclusions

IDEM concludes, in part based on information provided by the City of South Bend, that:

- (1) No state or federal enforcement action at the Site is pending;
- (2) No federal grant requires an enforcement action at the Site;
- (3) No condition on the Site constitutes an imminent and substantial threat to human health or the environment;
- (4) Neither the City of South Bend nor an agent or employee of the City of South Bend caused, contributed to, or knowingly exacerbated the release or threat of release of petroleum or other contaminants on the Site.
- (5) City of South Bend does not have any ownership interest in any entity that caused, contributed to, or knowingly exacerbated the release or threat of release;
- (6) There is no alternative basis for the City of South Bend liability for historic contamination at the Site (e.g., liability as a generator) or by reason of the existence of a new source of contaminants on the Site; and
- (7) Detected levels of contaminants at the Site meet current RISC default cleanup criteria for commercial/industrial use.

Based on the information submitted to or otherwise reviewed by IDEM, current conditions do not warrant a response action at this time and IDEM does not plan to take any action at the Site at this time. If IDEM later discovers that the investigations or other information submitted to or otherwise reviewed by IDEM were inaccurate, or if any activities undertaken by an owner or operator exacerbate the Site contamination or change from a

Former Studebaker Building 69, Site Status Letter
BFD 4100906
August 26, 2011
Page 4 of 4

commercial/industrial use, then IDEM reserves the right to revoke this decision and pursue any responsible parties. Additionally, this decision does not apply to past or present contamination that is not described in this Site Status Letter, any future releases, or applicable requirements under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901.

Since levels of benzo(a)pyrene, naphthalene, trichloroethene, and 1,2,4-trimethylbenzene in the ground water underlying the Site were detected above RISC RDCLs, an environmental restrictive covenant (ERC) is required to be recorded on the deed for the Site. IDEM is requiring a deed restriction via the enclosed ERC with the following provisions, summarized below:

- Not use the Site for residential purposes, including, but not limited to, daily care facilities (e.g., daycare centers, schools and senior citizen facilities)
- Neither engage in nor allow the installation or use of water wells on the Site

In order for IDEM to consider this letter effective, the enclosed ERC must be recorded on the deed for the Site in the St. Joseph County Recorder's Office. Please return a certified copy of the filed document to the address listed below:

Indiana Brownfields Program
100 North Senate Avenue
Room 1275
Indianapolis, Indiana 46204
ATTN: Kyle Hendrix

If you have any questions or comments regarding this letter or would like to notify IDEM of any additional information about the Site, then please contact Kyle Hendrix of the Indiana Brownfields Program at 317-232-4402 or 1-800-451-6027, extension 2-4402 or by email at lhendrix@ifa.in.gov.

Sincerely,



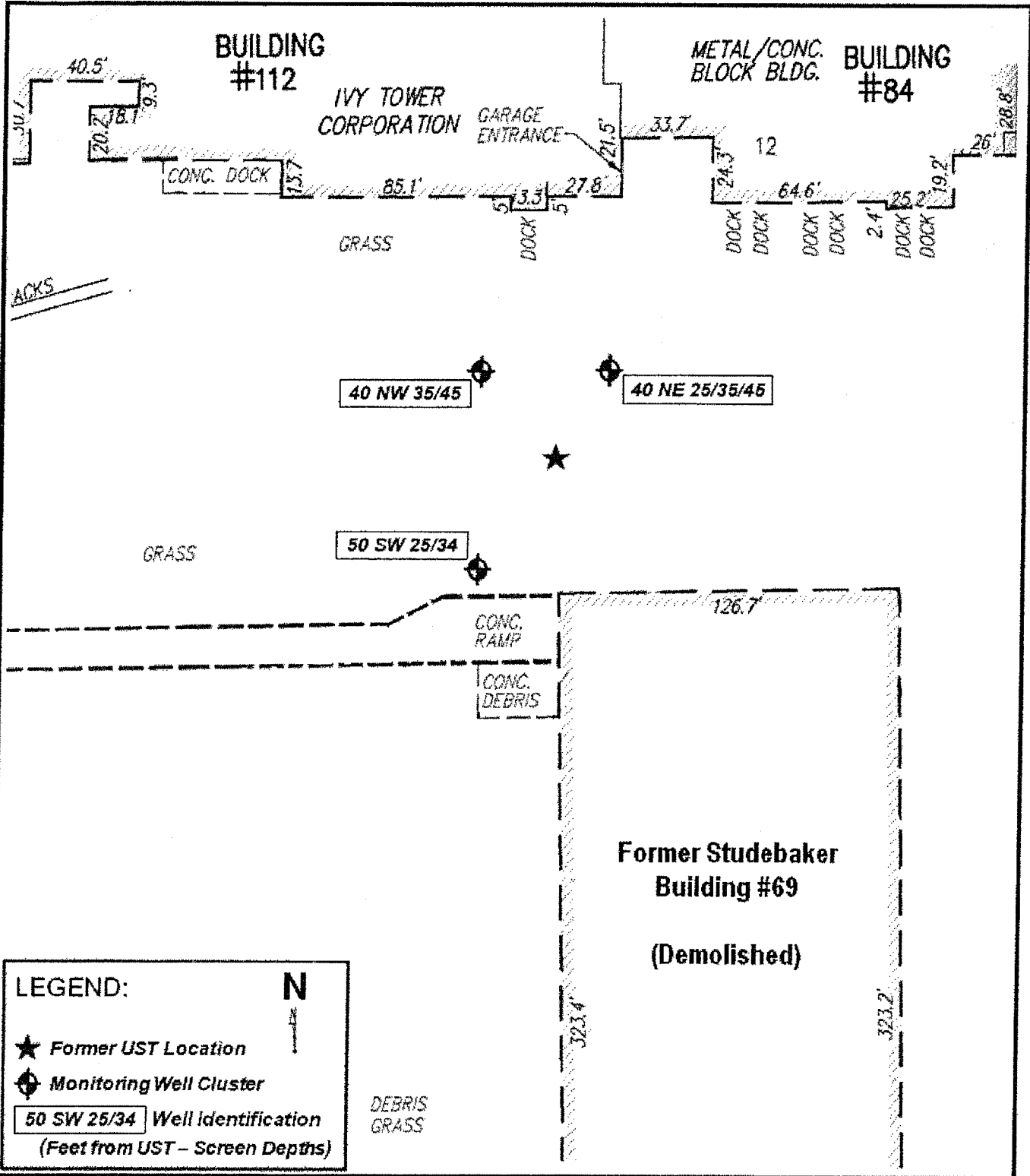
Peggy Dorsey
Deputy Assistant Commissioner
Office of Land Quality

Attachment

cc: Jan Pels, U.S. EPA Region 5 (*electronic*)
Meredith Gramelspacher, Indiana Brownfields Program (*electronic*)
Kyle Hendrix, Indiana Brownfields Program (*electronic*)
Larry Grauvogel, G&A (*electronic*)

EXHIBIT D

**Site Map Depicting Sampling Locations at which
COCs were Detected Above Applicable Closure Levels**



Grauvogel & Associates
 17660 Fall Creek Drive
 Granger, Indiana 46530

Drawn LWG | Check LWG | Date 8/23/11 | Scale 1" = 50'

Site Map Depicting Sampling Locations at which COCs were Detected Above Applicable Closure Levels

Figure
2

EXHIBIT E

TABLE 1

**Former Studebaker Building 69
Ground Water Sample Results Exceeding
IDEM RISC RDCLs**

TABLE 1

Former Studebaker Building 69
Ground Water Sample Results Exceeding
IDEM RISC RDCLs

<i>Sample Location</i>	<i>Sample Date</i>	<i>Contaminant Detected (ppm)</i>			
		Benzo(a)pyrene	Naphthalene	Trichloroethene	1,2,4-Trimethylbenzene
40NE-35	12/2/2010	0.00015	<i>0.0487</i>	<0.005	<i>0.158</i>
40NE-45	12/2/2010	<i>0.00029</i>	<0.001	<0.005	<0.005
50SW-34	12/2/2010	<0.0001	<0.001	<i>0.0089</i>	<0.005
RISC RDCL		0.0002	0.0083	0.005	0.016
RISC IDCL		0.00039	2.0	0.031	5.1

Notes: Results in parts per million (ppm)
Italics => RISC RDCL