Sturgis Iron & Metal Co., Inc.
P O BOX 579, 70675 CE TERVILLE ROAD • STURGIS, MICHIGA 49091
Scrap Brokers
AREA CODE 269 • PHONE· 651-7851

948954

July 23, 2008

Ms. Grace Co
U.S. Environmental Protection Agency
Region 5 (SR-6J)
77 West Jackson Blvd
Chicago, IL 60604-3590

Via Federal Express

Re: Response to Request for Information Pursuant to Section 104(e) of CERCLA for Lusher Street Groundwater Contamination Site, Elkhart, Indiana

Dear Ms. Co:

Sturgis Iron and Metal Co., Inc. (Sturgis) hereby responds to your March 3, 2008 request for information pursuant to CERCLA Section 104(e). We understand that you had previously corresponded with Attorney David Hatchett who had requested an extension of the date to respond to that request. Mr. Hatchett is not representing the Company so please direct all future correspondence regarding this matter to my attention or that of our counsel, Arthur Siegal of Jaffe Raitt Heuer & Weiss, PC., 27777 Franklin, Suite 2500, Southfield, MI, 48034 and John Dresser of Dresser, Dresser, Haas & Caywood, P.C., 112 S. Monroe Street, Sturgis, MI 49091.

As you are aware, Sturgis filed a Chapter 11 Bankruptcy on April 4, 2008. As part of its winding down, Sturgis has terminated the employment of virtually all of its employees and of its consultants. The following answers your questions and requests, given these limitations.

1. State the dates during which you or your company have owned, operated, or leased a facility or any part thereof located within the boundaries of the Site and provide copies of all documents evidencing or relating to such ownership, operation, or lease arrangement (e.g. including but limited to purchase and sale agreements, deeds, leases, etc.).

ANSWER

Sturgis acquired four separate parcels of property which it consolidated as its property. Attached as Exhibit 1 is a map showing the four parcels:

A. The main (unnamed) parcel was purchased in 1985, see attached deeds and indenture, Exhibit 2.

B. The former Godfrey Marine property purchased by an affiliate in 1997 and by Sturgis in 2005, see attached Exhibit 3.

C. The former Patrick Industries property that was purchased in 2004, see attached Exhibit 4.

D. The former Elkhart Rubber property that was purchased in 2005 from Rick and Nona Hollar. See attached Exhibit 5.

2. Did you or any other person or entity ever use, purchase, store, treat, dispose, transport or otherwise handle any material containing chlorinated solvents, including but not limited to, trichloroethylene (TCE); trichloroethane (1,1,1-TCA); dichloroethene (trans 1,2-DCE; cis-1,2-DCE; or 1,1-DCE) or tetrachlorethylene (PCE) at the facility? If the answer to this question is anything but an unqualified "no" identify:

a) the chemical composition, characteristics, physical state (e.g., solid, liquid) of each material;

b) who supplied the material;

c) how, when, and where the material was used, purchased, generated, stored, treated, transported, disposed of or otherwise handled;

d) the quantity of such materials used, purchased, generated, stored, treated, transported, disposed of or otherwise handled;

e) all supervisory personnel for areas where chlorinated solvents were identified above. For each person identified, indicate the years during which they were a supervisor and, to the best of your knowledge and belief, their duties and responsibilities.

ANSWER: To the best of Sturgis' knowledge, neither Sturgis, nor any employee or agent of Sturgis ever used, purchased, stored, treated, disposed or transported any material containing chlorinated solvents. A review of Sturgis' records reflects no such chlorinated solvents having been purchased, used, stored, treated, or transported by Sturgis. Sturgis cannot answer this question as to any prior owner or occupant of the property as it has no knowledge with respect to the prior operators other than the reports which are appended hereto as Exhibit 6. Attached as Exhibit 7 are copies of EPCRTKA Tier Two forms prepared by Sturgis. Sturgis is aware of certain tests conducted by EPA of shredder fluff at the property and low levels of PCE detected in the fluff. See Exhibit 8 attached hereto. Sturgis has no information how such PCE came to be located in the fluff as it did not knowingly purchase, use, store, treat, transport or dispose of any material containing any chlorinated solvents. However, due to the nature of its business (recycling of used metals and vehicles), it appears that certain trace amounts of PCE found their way into automotive fluff on at least one occasion. That fluff was typically stored on the ground until it was removed and disposed of off-site.

3. Identify all past and present solid waste management units (e.g., waste piles, landfills, surface impoundments, waste lagoons, waste ponds or pits, tanks, container storage areas, etc) at the facility. For each such solid waste management unit, provide the following information:

   a) A map shows the unit's boundaries and the location of all known solid waste management units, whether currently in operation or not. This map should be drawn to scale, if possible, and clearly indicate the location and size of all past and present units;

   b) the type of unit (e.g., storage area, landfill, waste pile, etc.) and the dimensions of the unit;

   c) the dates that the unit was in use;

   d) the purpose and past usage of the unit (e.g., storage, spill containment, etc.);

   e) the quantity and types of materials (hazardous substances and any other chemicals) located in each unit;

   f) the construction (materials, composition), volume, size, dates of cleaning, and condition of each unit; and

   g) if unit is no longer in use, how was such unit closed and what actions were taken to prevent or address potential or actual releases of waste constituents from the unit.

ANSWER: Sturgis only operated the following SWMUs, none of which are understood to be RCRA regulated as reflected on the attached map, Exhibit 9:

1. A diesel AST;
2. cast iron breakage storage
3. auto shredder fluff piles
4. baler pit
5. two 275 gallon used oil tanks (inside the Equipment Maintenance Building)
6. 700 gallon used oil tank (inside the Equipment Maintenance Building)
7. waste compactor (outside, on the east side of the Process Building)

8. metal piles (on the northeast and southwest side of the Mega-Shredder and various locations across the northwest portion of the property)

9. drums in the environmental station

These are reflected in the various reports that are provided herewith.

In 1992, the US EPA had prepared a Preliminary Assessment/Visual Site Inspection conducted of the former Patrick Paint property, a copy of which is attached behind tab 3 of Exhibit 6 and that report identified 10 SWMUs, but provided no map:

A. indoor waste storage area;

B. solvent still bottoms satellite accumulation area;

C. Wastewater treatment system

D. wastewater treatment filter cake accumulation area

E. former waste oil drip pans

F. former waste oil storage area

G. former UST

H. former outdoor drum storage area

I. former roll-off hopper area

J. Former caustic cleaner storage area

All of these SWMUs predated Strugis' ownership or operation.

4. Identify all leaks, spills, or releases into the environment of any chlorinated solvents that have occurred at or from the facility. In addition, identify:

a) when, where, and how such releases occurred;

b) the amount of each hazardous substance, or contaminant release;

c) activities undertaken in response to each such release or threatened release, including the notification of any agencies or governmental unites about the release;

d) investigations of the circumstance, nature, extent or location of each release or threatened release including, the results of any soil, water (ground and surface) or air testing undertaken; and

e) all persons with information relating to these releases.

ANSWER Sturgis is unaware of any release, leak or spill into the environment of any chlorinated solvents that have occurred at or from the facility.

In 1996, Sturgis had a Phase I and II Environmental Site Assessment done of the Godfrey Marine parcel which was owned and operated by various companies from at least 1910 until the mid 1980's. That report, a copy of which is attached behind tab 2 of Exhibit 6, did not investigate a known release or leak but it did reflect detections of low, but elevated levels of 1,1,1 Trichloroethane and Trichloroethene in groundwater prior to any activities by Sturgis. The consultant concluded that these detections resulted from an offsite source migrating onto the property.

In 1992, the US EPA had prepared a Preliminary Assessment/Visual Site Inspection conducted of the former Patrick Paint property, a copy of which is attached behind tab 3 of Exhibit 6.

In 2004, Sturgis had a Phase I and II Environmental Site Assessment done of the Patrick Paint parcel. That report, a copy of which is attached behind tab 4 of Exhibit 6, did not investigate a known release or leak but it did reflect detections of elevated levels of trichloroethylene in soils and low, but elevated levels of trichloroethylene and tetrachloroethylene in groundwater prior to any activities by Sturgis. The consultant concluded that these detections resulted from an offsite source migrating onto the property.

In 2005, Sturgis had a Phase I and II Environmental Site Assessment done of the Elkhart Rubber parcel which was owned and operated by Elkhart Rubber Works from at least 1910 until the early 1980's and then was operated by Draggoo Group and Draggoo Electric Company until 1992; and then was a glass and mirror processing facility from 1992 until 2005. That report, a copy of which is attached behind tab 5 of Exhibit 6, did not investigate a known release or leak but it did reflect detections of elevated levels of 1,1,1 Trichloroethane and Trichloroethene in groundwater and soils prior to any activities by Sturgis.

In 2006, Sturgis had soils analyzed and its on-site groundwater production wells analyzed and the laboratory indicated that there was a detection of 2-Butanone at 54 ug/L. See Exhibit 10.

In 2007, the City of Elkhart retained an environmental consultant to conduct an air quality assessment in the area of the Sturgis facility and a copy of that report is attached behind tab 1 of Exhibit 6. That report concluded that while VOCs were detected, it appeared that the Sturgis shredder "has minimal, if any, impact on the presence of VOCs in the atmosphere."

In 2008, Sturgis, conducted additional groundwater testing which again indicated impacts migrating from off-site onto the Sturgis property. Attached as Exhibit 11 are a diagram and spreadsheet relating to that sampling.

5. Provide copies of all local, state, and federal environmental permits ever granted for the facility of any part thereof (e.g., RCRA permits, NPDES permits, etc.)

ANSWER See attached:

A. IDEM Permit No. MSOP 039-20972-00622, New Source Construction Permit and minor source operating permit, office of air quality. Exhibit 12.

B. 2003 Elkhart Public Works Industrial Wastewater Discharge Permit No. 97-01 behind tab 6 of Exhibit 6.

C. 2005 general stormwater permit. Exhibit 13.

6. Identify any persons or entities, other than those responding to this information request that may have information about the history, use, purchase, storage, treatment, disposal, transportation or handling of any materials containing chlorinated solvents at any facilities in the area identified as the Lusher Street Ground Water Site.

ANSWER

Joe Turpin, Director of Purchasing
Non-Responsive
Shipshewana IN 46565
260-768-7313

Christina Baldwin, Purchasing Manager
Non-Responsive
Sturgis MI 49091
269-659-8329

Dale McDougle, General Operations Manager
Non-Responsive
Elkhart IN 46517
574-875-7815

Charles Kelley Jr, Elkhart Operations Manager
Non-Responsive
Elkhart IN 46517
574-293-3176

David Centeno, Health & Environmental Safety Manager
Non-Responsive
Goshen IN 46526
No Phone # on file

Nick Miedema, Health & Environmental Safety Manager
Last Known Address: Non-Responsive
Constantine MI 49042
269-435-7264

Mr. Rick Hollar, Owner of ANEWCO
Non-Responsive
No other information on file

John Smits, Project Manager
Non-Responsive
Sturgis MI 49091
269-651-4263

Thomas O'Connell, ERM Partner
3352 128th Avenue
Holland, MI 49424
616-738-7340

Sara Turrell, ERM, Project Manager
3352 128th Avenue
Holland, MI 49424
616-738-7362

Matt Kwiatkowski, ERM, Project Manager
3352 128th Avenue
Holland, MI 49424
616-738-7396

Mike Beck, ERM, Partner
3352 128th Avenue
Holland, MI 49424
616-738-7320
Matthew Boardman, ERM, Project manager
3352 128th Avenue
Holland, MI 49424
616-738-7361

Dan Rusiecki – ERM, assessor
3352 128th Avenue
Holland, MI 49424

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision following an approach designed to assure that the information was properly gathered and evaluated.

Based upon my first-hand knowledge and efforts to locate information and documents, the information submitted is, to the best of my knowledge and belief, true, accurate and as

complete as possible. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Sincerely,

Sturgis Iron and Metal, Inc.

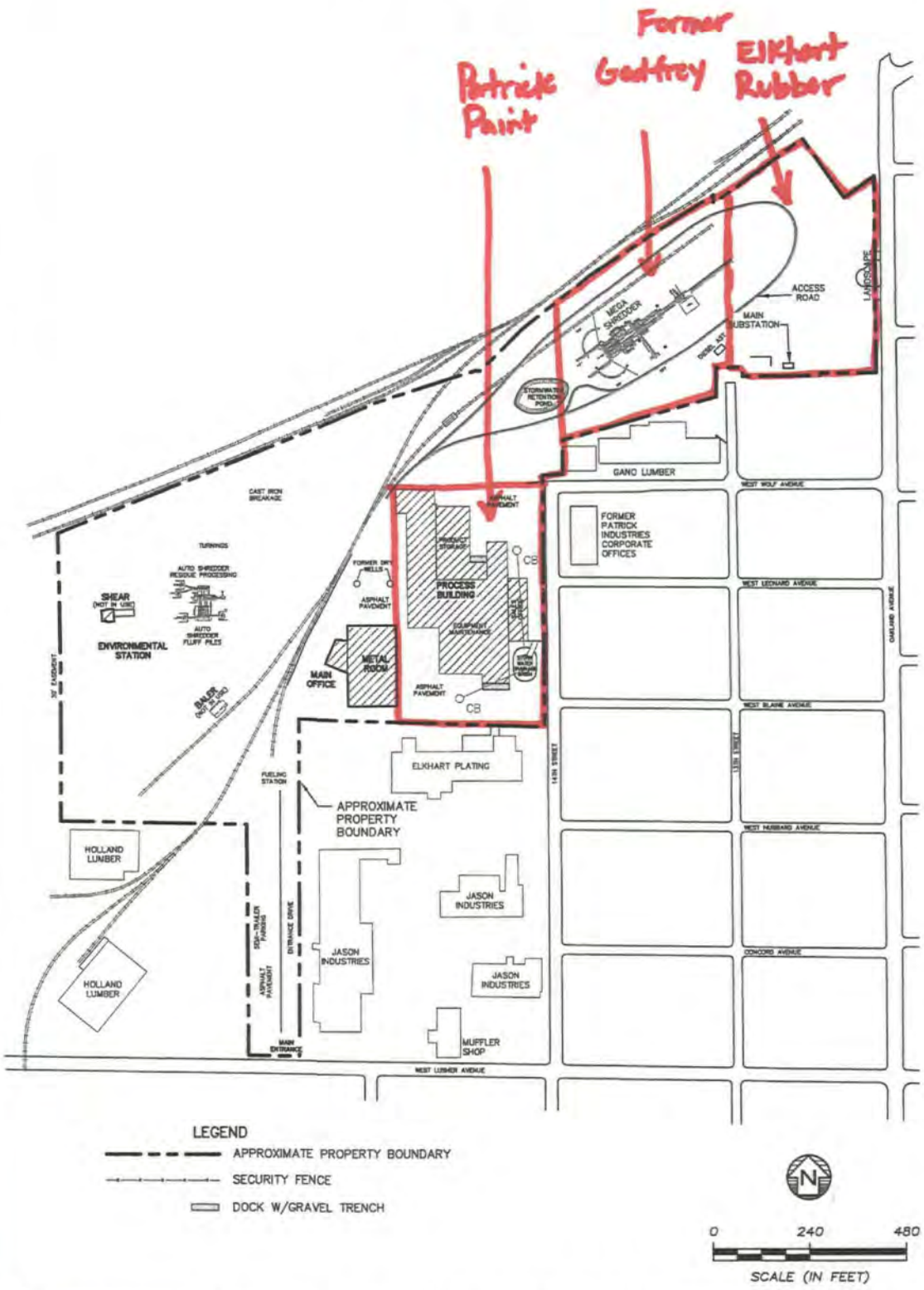
Kevin Young,
Vice-President and Chief Operating Officer

cc: Arthur H. Siegal
John Dresser, Esq.
Michael Khoury, Esq.

EXHIBIT 1

R:\CADD\CintQ-T\Sturgis Iron and Metal\0080520\Elkhart Lusher Ave\0080520-01 ELKHART LUSHER AVE.dwg, SITE PLAN, 3/24/2008 3:08:28 PM, FAK

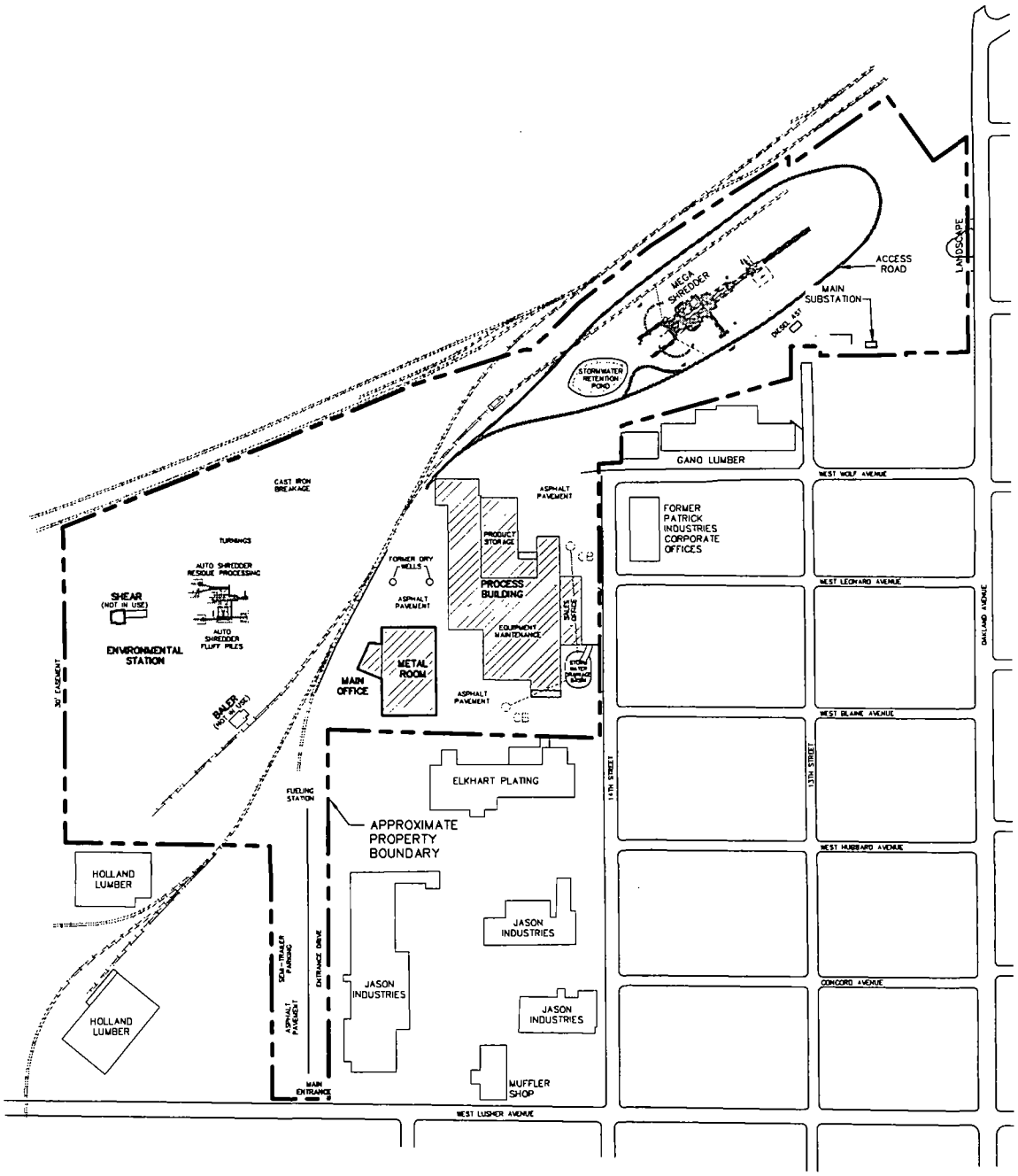
SITE MAP



CADD Review FAK	ERM.	STURGIS IRON & METAL 1514 LUSHER AVENUE ELKHART, INDIANA	CHK'D BY: CAH
DRAWN BY: RMK			0080520
Date Drawn/Rev'd 2/27/08-3/24/08		Environmental Resources Management	FIGURE 2

R:\CADD\ClntQ-T\Sturgis Iron and Metal\0080520\Elkhart Lusher Ave\0080520-01 ELKHART LUSHER AVE.dwg, SITE PLAN, 3/24/2008 3:08:28 PM, FAK

SITE MAP



CADD Review FAK	ERM	STURGIS IRON & METAL 1514 LUSHER AVENUE ELKHART, INDIANA	CHK'D BY: CAH
DRAWN BY: RMK			0080520
Date Drawn/Rev'd 2/27/08-3/24/08		Environmental Resources Management	FIGURE 2

EXHIBIT 2

Vesting Deed

Mail Deed to:
Sturgis Iron & Metal Co., Inc.
P. O. Box 579
70675 Centerville Road
Sturgis, Michigan 49091

Mail Tax Bills to:
Same

VOL 415 PAGE 739

DULY ENTERED FOR TAXATION
May 17 1985
AUDITOR
01312

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH, That THE 1610 CORPORATION ("Grantor"), a corporation organized and existing under the laws of the State of Indiana, CONVEYS AND WARRANTS to STURGIS IRON & METAL CO., INC. ("Grantee"), a corporation organized and existing under the laws of the State of Michigan, for the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Elkhart County, in the State of Indiana:

(SEE EXHIBIT A ATTACHED HERETO)

Subject to real estate taxes for the year 1984 and all subsequent years; provided, however, that grantor expressly assumes and agrees to pay (a) all of the 1984 real estate taxes due and payable in 1985 and (b) 34% of the 1985 real estate taxes due and payable in 1986.

Subject also to all zoning laws, easements, restrictions and covenants of record.

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are duly elected officers of Grantor and have been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 3rd day of May, 1985.

THE 1610 CORPORATION

(SEAL) ATTEST:

By _____ By _____

760922

MAY 17 3 29 PM '85

ELKHART COUNTY RECORDER
JOYCE M. ROKE
FILED FOR RECORD

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared JAMES E. HURWICH and MORTON M. DOBBINS, the PRESIDENT and ASSISTANT SECRETARY respectively of The 1610 Corporation, who acknowledged execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 3rd day of May, 1985.

Edward J. Gray, Notary Public
Residing in St. Joseph County,
Indiana

My Commission Expires
September 30, 1986

This instrument was prepared by Edward J. Gray, Attorney at Law.

INDIANA GROSS INCOME TAX
SALE OF REAL ESTATE
Paid by
1610 Corp.
Date paid May 17, 1985
Amount $ $12.00
Treasurer's Receipt 433103
Elkhart County

An irregular shaped parcel of land in the Southeast Quarter of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian in the City of Elkhart, in the County of Elkhart, in the State of Indiana, described as follows:

Beginning at a point on a line which is parallel with, west of and distant five hundred ninety (590) feet, as measured along the South line of said Section Seven (7), from the East line of the land known as Parcel No. One (1) in the conveyance to A. Davidson and Co., Inc., dated July 13, 1953 and recorded on January 25, 1954 in Book 199, page 252 in the records of the Recorder of Elkhart County, Indiana, said point also being nine hundred sixty-four and forty-three hundredths (964.43) feet north of the South line of said Section Seven (7), as measured along said East line of land conveyed to A. Davidson and Co., Inc., said point of beginning is also the Northwest corner of the property covered by the above conveyance; thence northerly along the projection of the said five hundred ninety (590) feet West and parallel line a distance of fifty-six (56) feet to a point; thence northerly along a line making a deflection angle to the left from the last described course of zero (0) degrees forty-two (42) minutes, zero (0) seconds for a distance of two hundred ninety-eight and twenty-one hundredths (298.21) feet to a point; thence northeasterly along a line making an angle of one hundred eleven (111) degrees eighteen (18) minutes forty (40) seconds to the last described course, as measured from South to East, a distance of seven hundred and sixty-nine hundredths (700.69) feet to a point; thence northeasterly along a line making a deflection angle to the left of the last described course of one (1) degree ten (10) minutes thirty (30) seconds, a distance of one hundred fifty-two and fifty-seven hundredths (152.57) feet to a point; thence southeasterly along a line making an angle of one hundred four (104) degrees forty-seven (47) minutes zero (0) seconds to the last described course, as measured from West to South, a distance of one hundred nineteen and sixty-five hundredths (119.65) feet, more or less to the intersection of the Northeasterly projection of the Easterly line of that land known as Parcel No. 2 in the conveyance to the A. Davidson and Co., Inc. aforementioned; thence Southwesterly along said Northeasterly projection a distance of three hundred ninety-three and forty-five hundredths (393.45) feet, more or less, to the Northeast corner of said aforementioned conveyance; thence westerly along the irregular Northerly line of the aforementioned conveyance to A. Davidson and Co., Inc. to the point of beginning.

avp 23

EXHIBIT A

(Page 1 of 2)

ALSO, a non-exclusive easement for roadway purposes across the following described premises in the City of Elkhart, County of Elkhart, and State of Indiana:

A strip of land constituting a roadway thirty (30) feet in width running in a northerly and southerly direction lying easterly of, adjacent to, and contiguous with the Easterly line of that certain parcel of land conveyed to Robert G. Homan and Marie M. Homan by deed dated July 15, 1963 and recorded August 20, 1963 in Deed Record 247, page 215, said thirty (30) foot strip commencing at the Northerly line of a street known as Lusher Avenue and terminating at the Northerly line of the aforementioned conveyance.

ALSO, a non-exclusive easement for roadway purposes across the following described premises in the City of Elkhart, County of Elkhart, and State of Indiana:

That part of the Southeast Quarter of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian in the City of Elkhart, County of Elkhart, State of Indiana, described as follows:

A strip of land Thirty (30) feet in width bounded on the South by a line Five Hundred Seventy (570) feet North of the North line of Lusher Avenue and on the North by the Westerly projection of the Northerly line of that tract of land conveyed to Warren J. Rommes, Trustee, by a deed dated May 4, 1965 (said deed being recorded in Deed Record 265, Pages 605, 606 and 607) and lying Westerly of and contiguous with the Westerly line of lands conveyed to said Warren J. Rommes, Trustee, as now located.

Vesting Deed

VOL 415 PAGE 743

ST. JOSEPH COUNTY, INDIANA
BAR ASSOCIATION
PROPERTY FORM 101 — 1975

MAIL DEED TO:

Sturgis Iron & Metal Co., Inc.
P. O. Box 479
70675 Centerville Road
Sturgis, Michigan 49091

MAIL TAX BILLS TO:

Same

AUDITOR'S RECORD

Transfer No. _____

Taxing Unit _____

Date _____

MAY 11 3 29 PM '85

ELKHART COUNTY RECORDER
JOYCE M. ROWE
FILED FOR RECORD

WARRANTY DEED

JAMES E. HURWICH the Grantor 760923

Convey and Warrant to STURGIS IRON & METAL CO., INC.

DULY ENTERED FOR TAXATION
May 17 1985
AUDITOR

the Grantee

for and in consideration of One Dollar ($1.00) and other good and valuable consideration
01313

the receipt of which is hereby acknowledged. Real Estate in Elkhart County, in the State of Indiana, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO.

Subject to real estate taxes for the year 1984 and all subsequent years; provided, however, that grantor expressly assumes and agrees to pay (a) all of the 1984 real estate taxes due and payable in 1985 and (b) 34% of the 1985 real estate taxes due and payable in 1986.

Subject also to all zoning laws, easements, restrictions and covenants of record.

Subject also to a real estate mortgage in the original principal amount of $120,000.00 in favor of Joseph P. Goldman dated March 8, 1978 and recorded March 9, 1978 in Mortgage Record 453, page 196 of the records of Elkhart County, Indiana which grantor assumes and agrees to pay in accordance with its terms. Grantor hereby certifies that the unpaid balance of said mortgage as of this date is $62,755.40. If grantor does not pay off the balance of said mortgage and have it released of record on or before July 3, 1985, grantee is authorized to do so, and offset such payment against the Promissory Note issued by grantee to grantor as of this date in accordance with the terms of said Promissory Note.

Signed and dated on May 3, 1985

State of Indiana, St. Joseph County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

James E. Hurwich

and acknowledged the execution of the foregoing deed on May 3, 1985

Edward J. Gray, Notary Public

Edward J. Gray
Typed or printed name

My commission expires September 30, 1986

Signature
James E. Hurwich
Typed or printed name

Signature
Typed or printed name

Signature
Typed or printed name

Signature
Typed or printed name

Prepared by Edward J. Gray, Attorney at Law, 6th Fl., 1st Source Bank Center, 100 North Michigan, South Bend, Indiana 46601

TRACT A - A part of the Southeast Quarter (SE¼) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:

Commencing at the northwest corner of Concord Avenue and Fourteenth Street, said point being fifty (50) feet westwardly from the southwest corner of Lot Number One Hundred Eighteen (118) Elliston Addition to the City of Elkhart, Indiana; thence north eighty-nine (89) degrees two (2) minutes west along the north line of said Concord Avenue, six hundred thirteen and twenty-five hundredths (613.25) feet to an iron stake on the east line of land formerly owned by the New York Central Railroad Company; thence north along the east line of said railroad lands five hundred twenty-four and eighty-three hundredths (524.83) feet to the beginning point of this description; thence north seventy-nine and seventeen hundredths (79.17) feet; thence north eighty-nine (89) degrees two (2) minutes west twenty-three and twenty-five hundredths (23.25) feet; thence north twenty-seven (27) degrees fifty-nine (59) minutes east five hundred sixty-two and two tenths (562.2) feet to an iron stake; thence north seventy-four (74) degrees twenty-seven (27) minutes east three and five tenths (3.5) feet to an iron stake; thence south three (3) degrees fifty-six (56) minutes west fifty-eight and forty-three hundredths (58.43) feet to an iron stake; thence south five (5) degrees forty (40) minutes east one hundred thirty-five and forty-five hundredths (135.45) feet to an iron stake; thence south one (1) degree forty (40) minutes east seventy-nine and thirty-five hundredths (79.35) feet; thence south zero (0) degrees two (2) minutes west three hundred twelve and nine tenths (312.9) feet to an iron stake; thence westwardly two hundred fifty-four and four tenths (254.4) feet to the place of beginning.

avb 28

ALSO, an Easement for ingress and egress over and across a strip of land approximately one (1) foot in width east and west adjacent to and immediately east of the above described real estate, as shown of record in the deed recorded June 16,1941 in Deed Record 168, page 39 of the records of Elkhart County, Indiana.

PARCEL ONE: A part of the Southeast Quarter (SE¼) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:

avb 25+27

Beginning at the point of intersection of the south line of said Section Seven (7) and the extension southerly of the east line of vacated Lot Number Twenty-six (26) in Elliston Addition, recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart County, Indiana; said point of intersection being one thousand one hundred seventy-five and four tenths (1,175.4)

EXHIBIT A

(Page 1 of 5)

feet, more or less, east of the southwest corner of said southeast quarter of Section Seven (7), measured along said south line of said Section Seven (7); thence north along a straight line which is the east lines of vacated Lots Number Twenty-six (26), Seventy-nine (79), One Hundred Thirty (130), One Hundred Eighty-three (183), Two Hundred Thirty-four (234) and Two Hundred Eighty-seven (287) in aforesaid Addition, and the extension North and South of said East lines across the vacated streets and alleys in aforesaid addition, to an intersection with the north line of Blaine Avenue in aforesaid addition, a distance of nine hundred thirty-six (936) feet, more or less, measured along said east lines and their extensions; thence westerly along the north line of vacated Blaine Avenue and parallel to the south line of said Section Seven (7), a distance of twenty-four and eighty-seven hundredths (24.87) feet; thence southwesterly along a curved line, convex to the northwest, having a radius of four hundred seventy-seven and sixty-eight hundredths (477.68) feet, an arc distance of seventy (70) feet, more or less, to a point of tangency in a straight line which is parallel to, west of and distance thirty (30) feet by rectangular measurement from the first course of the parcel hereby described, said point of tangency being eight hundred sixty-six and two tenths (866.2) feet north of the south line of said Section Seven (7), measured along said line which is parallel to the first course of the parcel hereby described; thence south along said straight line a distance of seven hundred thirty-six and two tenths (736.2) feet; thence west along a straight line which is parallel to the south line of said Section Seven (7) a distance of seventy (70) feet, more or less, to an intersection with a line which is parallel to, west of and distant one hundred (100) feet by rectangular measurement from the first course of the parcel hereby described; thence south along a straight line which is parallel to the first course of the parcel hereby described, a distance of one hundred thirty (130) feet to the south line of said Section Seven (7); thence east along the south line of said Section Seven (7), a distance of one hundred (100) feet, more or less, to the point of beginning; said parcel being part of Lots Number Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Seventy-nine (79), One Hundred thirty (130), One Hundred Eighty-three (183), Two Hundred Thirty-four (234), and Two Hundred Eighty-seven (287), and parts of Markel Avenue, Hubbard Avenue and Blaine Avenue, and the alleys adjoining said part of lots, all in that part of aforesaid Elliston Addition which was vacated by order entered September 12, 1907 in the Elkhart Superior Court, a certified copy of said order having been recorded December 12, 1907 in Record 116, page 53 of the records in the Office of the Recorder of Elkhart County, Indiana.

PARCEL TWO: A part of the Southeast Quarter (SE¼) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:

Beginning at a point in a line which is parallel to, west of and adjacent five hundred ninety (590) feet, measured along a line which is parallel to the south line of said Section Seven (7), from the east line of Parcel One above described and the extension north of said east line, said point of beginning being nine hundred sixty-four and forty-three hundredths (964.43) feet north of the south line of said Section Seven (7), measured along said line which is parallel to the east line of Parcel One above described and the extension north of said east line; thence northeasterly along a curved line, convex to the northwest having a radius of four hundred seventy-seven and sixty-eight hundredths (477.68) feet, an arc distance of one hundred seventy-nine (179) feet, more or less, to a point of tangency in a straight line which begins at a point in last described parallel line which is thirty-four and sixty hundredths (34.60) feet north of the point of beginning of this description, measured along said parallel lines, and extends northeasterly to a point in a line which is parallel to, west of and distant twenty-four and eighty-seven hundredths (24.87) feet from the extension to the north of the east line of Parcel One above described, measured along a line which is parallel to the south line of said Section Seven (7), said point being forty-nine and eighty-five hundredths (49.85) feet south of a line which is parallel to, north of and distant one thousand two hundred twelve and forty-six hundredths (1,212.46) feet from the south line of said Section Seven (7), measured along a line which is parallel to the East line of Parcel One above described and the extension north of said east line; thence northeasterly along said straight line a distance of two hundred twenty-one and fifty-five hundredths (221.55) feet to a point of tangency; thence northeasterly along a curved line, convex to the southeast, having a radius of four hundred seventy-seven and sixty-eight hundredths (477.68) feet, an arc distance of two hundred six and five tenths (206.5) feet, more or less, to a point in said line which is parallel to, north of and distant one thousand two hundred twelve and forty-six hundredths (1,212.46) feet, from the south line of said Section Seven (7), said point being twenty-four and eighty-seven hundredths (24.87) feet, measured along a line which is parallel to the south line of said Section Seven (7), west of the intersection of the extension to the north of the east line of Parcel One above described and the said line which is parallel to, north of and distant one thousand two hundred twelve and forty-six hundredths (1,212.46) feet from the south line of said Section Seven (7); thence easterly parallel with the said South line

of Section Seven (7), a distance of one hundred six and ninety-four hundredths (106.94) feet; thence southwesterly along a straight line a distance of five hundred ninety-five and forty-one hundredths (595.41) feet to a point of tangency, said straight line intersecting the said parallel lines, west of and distant twenty-four and eighty-seven hundredths (24.87) feet, from the extension to the north of the east line of Parcel One above described, at a point two hundred two and eighty-nine hundredths (202.89) feet, measured along a line which is parallel to the extension to the north of the east line of Parcel One above described, south of the said line which is parallel to, north of and distant one thousand two hundred twelve and forty-six hundredths (1,212.46) feet from the south line of said Section Seven (7); thence southwesterly along a curved line convex to the southeast, having a radius of four hundred seventy-seven and sixty-eight hundredths (477.68) feet, an arc distance of one hundred and eight tenths (100.8) feet, more or less, to a point in a straight line which is parallel to, north of and distant six hundred (600) feet from the south line of said Section Seven (7), measured along a line which is parallel to the east line of Parcel One above described; thence west along last described straight line a distance of three hundred thirty-seven and twenty-five hundredths (337.25) feet to an intersection with the line which is parallel to, west of and distant five hundred ninety (590) feet from the east line of Parcel One above described; thence north along last described parallel line a distance of three hundred sixty-four and forty-three hundredths (364.43) feet to the point of beginning; said parcel being in part all of Lots Number Two Hundred Thirty-nine (239) to Two Hundred Forty-three (243), both inclusive, and Two Hundred Seventy-eight (278) to Two Hundred Eighty-three (283), both inclusive, and part of Lots Number Two Hundred Thirty-seven (237), Two Hundred Thirty-eight (238), Two Hundred Forty-four (244), Two Hundred Seventy-seven (277), Two Hundred Eighty-four (284) and Two Hundred Eighty-five (285), and parts of Blaine Avenue, Hubbard Avenue and 16th Street and the alleys adjoining said lots and parts of lots, said Lots, Avenues, street and alleys being in that part of said Elliston Addition which was vacated by order entered September 12, 1907, in the Elkhart Superior Court, a certified copy of said order having been recorded December 12, 1907, in Record 116, page 53, of the records of the Recorder of Elkhart County, Indiana.

ALSO, Two (2) roadway easements for the purpose of vehicular and pedestrian ingress and egress to and from Parcel Two above described.

One easement being between Parcel One above described and Parcel

Two above described, over and along a strip of land twenty (20) feet in width, the center line of said strip intersecting the southeasterly line of Parcel Two above described at a point approximately four hundred twenty (420) feet southwesterly of the northeast corner of Parcel Two above described, measured along said southeasterly line, and extending at right angles from said southeasterly line a distance of approximately ninety-five (95) feet to an intersection with the west line of Parcel One above described at a point approximately seven hundred ninety (790) feet north of the south line of said Section Seven (7), measured along a line which is parallel to the east line of Parcel One above described.

The second easement being from Parcel Two to the present northwestern boundary line of Tract A to reach the northwest boundary line of Tract A, over and along a strip of land twenty (20) feet in width, the center line of said strip intersecting the southeasterly line of Parcel Two above described at a point approximately fifty (50) feet southwesterly of the northeast corner of said Parcel Two, measured along said southeasterly line, and extending at right angles from said southeasterly line a distance of approximately thirty-five (35) feet to the northwestern line of Tract A.

Vesting Deed

VOL 420 PAGE 295

DULY ENTERED FOR TAXATION
Dec. 16 1985
AUDITOR
5094

CASE NO. 67992

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY THAT BY THE AUTHORITY CONFERRED BY THE BOARD OF DIRECTORS OF CONSOLIDATED RAIL CORPORATION (CONRAIL) ON AUGUST 10, 1976 TO THE CHAIRMAN AND CHIEF EXECUTIVE OFFICER TO CONDUCT THE BUSINESS AND AFFAIRS OF THE CORPORATION AND TO DELEGATE SUCH AUTHORITY AS HE MAY DEEM NECESSARY, L. STANLEY CRANE AS SUCH CHAIRMAN AND CHIEF EXECUTIVE OFFICER DID DELEGATE TO THE ASSISTANT VICE PRESIDENT-REAL ESTATE THE AUTHORITY TO EXECUTE AND DELIVER ON BEHALF OF CONRAIL ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE OF PROPERTY SITUATE IN THE VICINITY OF LUSHER AVENUE IN ELKHART, ELKHART COUNTY, INDIANA CONTAINING 1.66 ACRES, MORE OR LESS, AND 1,078 LINEAL FEET OF TRACK, FOR THE TOTAL CONSIDERATION OF $20,800 (LAND - $16,600 AND TRACK - $4,200) TO STURGIS IRON AND METAL COMPANY, INC., OR THE NOMINEE THEREOF.

773235

DEC 16 8 38 AM '85
ELKHART COUNTY RECORDER
JOYCE M. ROWE
FILED FOR RECORD

D. DEGEMAN
Assistant Secretary

THIS INDENTURE WITNESSETH, that **CONSOLIDATED RAIL CORPORATION**, a Corporation of the Commonwealth of Pennsylvania, whose mailing address is Six Penn Center Plaza, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the Grantor, for and in consideration of the sum of TWENTY THOUSAND EIGHT HUNDRED DOLLARS ($20,800.00), to it paid, the receipt of which sum is hereby acknowledged, releases and quitclaims to **STURGIS IRON AND METAL COMPANY, INC.**, a Corporation of the State of Michigan, having a mailing address of 70675 Centerville Road, Sturgis, Michigan 49091, hereinafter referred to as the Grantee, all its right, title and interest of, in and to the following described premises:

ALL THAT CERTAIN piece or parcel of land, being a part of the Southeast Quarter of Section 7, Township 37 North, Range 5 East, situate in the City of Elkhart, County of Elkhart and State of Indiana, being more particularly bounded and described in accordance with a Plat of Survey prepared by John W. Weaver, R.P.E., R.L.S. No. 6695, dated June 14, 1985 and revised October 3, 1985; as follows:

BEGINNING at an iron stake found on the north line of Lusher Avenue, said iron stake being 3410.67 feet east of the west line of said section and said iron stake being the southeasterly corner of a parcel of land designated as "Tract VI" in the conveyance to Barbara M. Noble, et al. (Elkhart County Deed Record 353 Pages 632 and 633); thence North 0° 55' West, along the easterly line of said Noble, et al. land, 701.86 feet to an iron stake that is South 0° 55' East, 32.01 feet from an iron stake found at the northeasterly corner of said Noble, et al. land; thence North 27° 05' East, parallel with and 25 feet (measured at right angles) southeasterly from the centerline of a spur track (No. 230) of railroad of Consolidated Rail Corporation (formerly Penn Central Transportation Company) known as the Main Line Buffalo-Chicago and identified as Line Code 3200 in the records of the United States Railway Association, 220.52 feet to an iron stake on a curve which forms the westerly line of a tract of land designated as "Parcel 1" in the conveyance to Sturgis Iron & Metal Co., Inc., (Elkhart County Deed Record 415 page 743); thence southerly along the westerly line of said Sturgis Iron & Metal Co., Inc. land and along a curve bearing left, with a radius of 477.68 feet and a distance of 82.14 feet to an iron stake at the point of tangent of said curve; thence South 0° 57' East, along the westerly line of said Sturgis Iron & Metal Co., Inc. land, 736.20 feet to an iron stake found at a corner of said corporation's land; thence due west along a boundary of said Sturgis Iron & Metal Co., Inc. land 70 feet to an iron stake found at this point; thence South 0° 57' East, along the westerly line of said Sturgis Iron & Metal Co., Inc. land 100 feet to an iron stake found on the north line of said Lusher Avenue; thence due west along the north line of said Lusher Avenue 30 feet to the place of Beginning.

CONTAINING 1.66 acres, more or less.

BEING a part or portion of the same premises which Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees

of the Property of Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-72, dated March 30, 1976 and recorded on September 20, 1978 in the Recorder's Office of Elkhart County, Indiana, in Deed Book Volume 375 at page 170, granted and conveyed the aforesaid property unto Consolidated Rail Corporation.

SUBJECT, however, to any easements or agreements of record or otherwise affecting the land hereby conveyed, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the herein conveyed premises, together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective personal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of Indiana now or hereafter in force with respect to the covenants set forth below.

(1) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the land hereinbefore described and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2) In the event the tracks or land of Grantor are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over such railroad in the vicinity of the land hereinbefore described are changed so that they shall pass overhead or underneath such tracks or land, or in the event any grade crossing is vacated and closed, Grantee forever releases Grantor from all liability for any loss or damage, direct or consequential, caused by or arising from the separation or change of grades of such railroad or such streets, avenues, roads, lanes, highways, or alleys, or from the vacating and closing of any grade crossing.

(3) No right or means of ingress, egress or passageway to or from the land hereinbefore described is hereby granted, expressly or by implication, and Grantor shall not be liable or obliged to provide or obtain for Grantee such means of ingress, egress or passageway.

(4) Grantee hereby forever releases Grantor from all liability for any loss or damage, direct or consequential, to the land hereinbefore described and to any buildings or improvements now or hereafter erected thereon, and to the contents thereof, which may be caused by or arise from the normal operation, maintenance, repair, or renewal of Grantor's railroad, or which may be caused by or arise from vibration resulting from the normal operation, maintenance, repair or renewal thereof.

(5) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

(6) Grantee shall indemnify and defend Grantor against, and hold Grantor harmless from, all claims, actions, proceedings, judgments and awards, for death, injury, loss, or damage to any person or property, brought by any person, firm, corporation, or governmental entity, caused by, resulting to, arising from, or in connection with, the active or passive effects or existence of any physical substance of any nature or character, on, under, or in the land, water, air, structures, fixtures, or personal property comprising the land hereinbefore described, from and after the date of delivery of this deed.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include in all cases the successors and assigns of the respective parties.

IN WITNESS WHEREOF, the said Grantor has caused this

Indenture to be executed by John F. Jaeger, its Assistant Vice President-Real Estate, and attested by J. D. McGEEHAN, its Assistant Secretary, this 6th day of December A. D. 1985.

SEALED and DELIVERED
in the presence of us:

Nancy B. Basilio

CONSOLIDATED RAIL CORPORATION
By:

John F. Jaeger, Assistant
Vice President-Real Estate

ATTEST:

J. D. McGEEHAN, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
: ss
COUNTY OF PHILADELPHIA)

BEFORE ME, the undersigned, a Notary Public in and for said Commonwealth and County, personally appeared John F. Jaeger, as Assistant Vice President-Real Estate and J. D. McGEEHAN, as Assistant Secretary, respectively, of CONSOLIDATED RAIL CORPORATION, and severally acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said CONSOLIDATED RAIL CORPORATION, and their voluntary act and deed as such officers.

WITNESS my hand and notarial seal, this 6th day of December A. D. 1985.

Notary Public

FRANCIS C. FLYNN
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires July 7, 1987

THIS INSTRUMENT PREPARED BY:

Nancy B. Basilio
Consolidated Rail Corporation
Ninth Floor, 1528 Walnut Street
Philadelphia, Pennsylvania 19102

:nls

Case No. 57392

VOL 420 PAGE 300

AFFIDAVIT

To: Recorders Office Elkhart County, Indiana

1. By deed dated December 6, 1985 Consolidated Rail Corporation, a corporation of the Commonwealth of Pennsylvania, with an office at Six Penn Center Plaza, Philadelphia, Pennsylvania 19103, conveyed certain of its property containing 1.66 acres situate north of Lusher Avenue in the City of Elkhart, Elkhart County, Indiana, more particularly described in said deed, to Sturgis Iron and Metal Company, Inc., with a mailing address of 70675 Centerville Road, Sturgis, Michigan 49091.

2. No Gross Indiana Income Tax is due and payable on this transaction pursuant to Section 1140.(a) Title II of the Regional Rail Reorganization Act of 1973 (45 U.S.C. 711 et seq.) as amended by Subpart B of Section 217 of the Northeast Rail Service Act of 1981 (H.R. 3982 - Omnibus Budget Reconciliation Act of 1981, Subtitle B).

CONSOLIDATED RAIL CORPORATION
BY:

John P. Jaeger, Assistant
Vice President-Real Estate

Dated DEC 6 - 1985

PROMISSORY NOTE

$136,680.72 Dated: May 3, 1985

FOR VALUE RECEIVED, the undersigned, STURGIS IRON METAL CO., INC., a corporation organized and existing under the laws of the State of Michigan (hereinafter referred to as "Borrower") hereby promises to pay to the order of JAMES E. HURWICH, (hereinafter referred to as "Payee"), as hereinafter provided, the principal sum of One Hundred Thirty Six Thousand Six Hundred Eighty and 72/100 Dollars ($136,680.72), together with interest at the fixed per annum rate of 12 percent on all amounts remaining unpaid hereunder, to the extent permitted by law, from the date hereof until payment in full.

Payment shall be made in equal, successive annual installments of principal and interest due and payable in accord with the following schedule:

Date	Interest	Principal
May 3, 1986	16,401.69	28,598.31
May 3, 1987	12,969.89	32,030.11
May 3, 1988	9,126.28	35,873.72
May 3, 1989	4,821.43	40,178.58

Installment payments hereinabove provided shall be applied first to the payment of any unpaid interest, and the remainder to be applied on the unpaid principal hereof until the same is paid in full.

Principal, interest and costs are payable in lawful money of the United States of America to Payee at 1610 Circle Avenue, South Bend, Indiana, or at such other location as the Payee may designate to the Borrower in writing.

The Borrower may not prepay the within obligation in whole or in part.

This Note shall, at the option of the holder hereof, become immediately due and payable, without notice or demand, upon the happening of any one of the following events:

1. Failure to pay any amount as set forth herein when due;

2. Default in the performance of any other obligation of Borrower to the Payee;

3. The making by Borrower of a general assignment for the benefit of creditors; or

4. The filing of any petition or the commencement of any proceeding by or against the Borrower or any endorser or guarantor for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, compositions or extensions.

Borrower hereby unconditionally waives diligence, presentment, protest, demand for payment, notice of dishonor, notice of default and any or all notices or demands regarding delivery, acceptance, performance, default, enforcement, or otherwise in connection with this Note. All amounts payable hereunder are payable without relief from valuation and appraisement laws.

In the event holder shall institute any action for the collection of the monies due hereunder, Borrower shall be liable, in addition to amounts due, for all costs and expenses, including attorneys' fees with regard to such collection.

If Payee has not paid off the entire balance of the mortgage from Payee to Joseph P. Goldman (dated March 8, 1978 and recorded March 9, 1978 in Mortgage Record 453, page 196 of the records of Elkhart County, Indiana) on or before July 3, 1985, Borrower is authorized to do so and offset such payment against the payments due on the Note on May 3, 1986 and May 3, 1987.

STURGIS IRON & METAL CO., INC.

[SEAL]

BY: Ralph Levin
Ralph Levin

Its President

ATTEST:

BY: Delmer Richmond
Delmer Richmond

Its Secretary

AGREEMENT FOR PURCHASE AND SALE OF ASSETS

THIS AGREEMENT, made and entered into this 3rd day of May, 1985, by and between ELKHART METALS CORP., an Indiana Corporation, hereinafter referred to as "SELLER", and STURGIS IRON & METAL CO., INC., a Michigan Corporation, (or its successors or assigns), hereinafter referred to as "PURCHASER".

WITNESSETH:

WHEREAS, SELLER is the owner of a scrap metal business together with such equipment, materials, furnishings, supplies and fixtures as are necessary for the operation of such business and various other assets used in said business; and

WHEREAS, SELLER desires to sell a portion of the aforementioned assets, both tangible and intangible, a complete list of which portion is attached hereto, made a part hereof and designated as Exhibit "A"; and

WHEREAS, PURCHASER desires to purchase the property listed in Exhibit "A"; and

WHEREAS, both SELLER and PURCHASER desire that the terms and conditions of the aforementioned sale and purchase shall be contained herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and promises of the parties hereinafter set forth and other good and valuable consideration, the parties hereto do hereby agree as follows:

ARTICLE I

SUBJECT MATTER OF PURCHASE AND SALE

Subject to the terms and conditions set forth in this Agreement, SELLER does hereby agree to sell and deliver and hereby sells and delivers to PURCHASER and PURCHASER does hereby agree to purchase and acquire and hereby purchases and acquires from SELLER all those items enumerated in that document which is attached hereto, made a part hereof and designated as Exhibit "A", free and clear of any liens and encumbrances of whatever nature except as specifically provided for herein. It is expressly agreed and understood that none of SELLER's accounts receivable, accounts payable, nor any other contract rights or intangible property are or shall be conveyed to PURCHASER hereunder except as expressly set forth in Exhibit "A." PURCHASER assumes no liabilities of SELLER except as may be set forth herein.

ARTICLE II

CONSIDERATION AND PAYMENT OF PURCHASE PRICE

In consideration of the sale and delivery of all those assets set forth in Exhibit "A", PURCHASER shall pay the following amounts:

Asset	Purchase Price
One (1) Scale, One (1) 500-Ton Richards Shear, and One (1) Press (Galon-Heney)	$ 68,634.94
All Customer Lists and Right to use Corporate Name, "Elkhart Metals Corp." in Indiana	$233,358.79
Covenant Not To Compete	$ 807.47
TOTAL	$302,801.20

Payment of the purchase price shall be made in cash due and payable at the Closing (as hereinafter defined) in the amount of $75,000, plus a promissory note bearing interest at a fixed per annum rate of 12% executed by PURCHASER payable to SELLER or SELLER's successors and assigns, delivered at the Closing, in the principal amount of $227,801.20 payable in four equal annual installments of principal and interest of $75,000 per installment on May 3, 1986, May 3, 1987, May 3, 1988 and May 3, 1989.

ARTICLE III

CLOSING

The closing ("Closing") of the transaction provided for in this Agreement shall be held on May 3, 1985 at 10:00 A.M. (the Closing Date) at the offices of Barnes & Thornburg. The Closing Date may be extended as provided hereinbelow, or by mutual agreement between the parties hereto by an instrument in writing amending this Agreement.

At the Closing, the parties hereto shall execute and deliver all documents and instruments necessary to effect the transfer of the assets set forth in Exhibit "A". At the Closing and at any time or times thereafter at the request of PURCHASER, SELLER, or its successors and assigns, shall execute such documents and take such further action to transfer title and right to the assets set forth in Exhibit "A" to PURCHASER.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER

SELLER hereby covenants, represents and warrants to PURCHASER, and PURCHASER hereby relies upon said covenants,

representations and warranties in the consummation of this Agreement, as follows:

A. TITLE TO ASSETS: SELLER has on the Closing Date full, valid, good and marketable title to all of the assets set forth in Exhibit "A". Said assets on the Closing Date are free from any and all obligations, liabilities, debts and encumbrances of any sort whatsoever, whether direct or indirect, fixed or contingent. There is not now pending, nor is there threatened, before any municipal, governmental or regulatory agency, or any court whatsoever, any suit or proceeding against SELLER materially affecting the title to the assets or the ability of SELLER to continue to use the assets in their present use at their present locations which are set forth in Exhibit "A", nor has SELLER received notice from any party threatening to commence any such suit or proceeding.

B. AUTHORITY FOR SALE: SELLER has the full legal capacity and authority to enter into this Agreement and to sell and deliver to PURCHASER the assets set forth in Exhibit "A". The appropriate Board of Directors' and Shareholders' approval of the disposition of the assets and the transactions contemplated by this Agreement has been completed by SELLER before the Closing Date in compliance with Article 1, Chapter 6 of the Indiana Business Corporation Act or as otherwise or additionally required by law or regulation.

C. CORPORATE EXISTENCE AND GOOD STANDING: SELLER is a corporation, duly organized, validly existing and in good

standing under the laws of the State of Indiana, being the state of its principal place of business and incorporation. SELLER has all corporate power necessary to own those properties which are set forth in Exhibit "A" and to carry on its business as the same is now being conducted.

D. OTHER OPTIONS: There are no other outstanding options, contracts or commitments for the purchase of the assets set forth in Exhibit "A" with any individual, partnership, corporation or other form of entity whatsoever.

E. TAXES: SELLER will pay all personal property taxes with respect to the property set forth in Exhibit "A" which accrue in calendar year 1985.

F. CONDITION OF ASSETS: PURCHASER is purchasing and acquiring the assets set forth in Exhibit "A" "AS IS." Other than the SELLER's warranty in Article IV, Section A hereof with respect to title to such assets, the sale to PURCHASER by SELLER of such assets is made "as is - where is" and is made without any further representations or warranties.

> SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE.
>
> NO EXPRESS OR IMPLIED WARRANTIES HAVE BEEN MADE BY SELLER WITH REFERENCE TO THE PROPERTY, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
>
> PURCHASER HAS HAD REASONABLE OPPORTUNITY TO INSPECT THE PROPERTY AND ACCEPTS THE PROPERTY "AS IS - WHERE IS" WITH ANY AND ALL FAULTS.

PURCHASER has inspected the equipment set forth in Exhibit "A".

G. EXCLUSIVE RIGHT TO NAME: SELLER is the sole entity which has legal right and authority to use the corporate name ELKHART METALS CORP. in the State of Indiana, and has full right, title and authority to transfer the exclusive right to use said name in the State of Indiana to PURCHASER.

H. COMPLIANCE WITH LAWS AND REGULATIONS: SELLER has complied with all aspects of applicable federal, state and local laws and regulations in the conduct of its business. SELLER has received no notice from any governmental entity of any violation of any applicable laws, orders, or regulations of the federal, state, or local government or of any agencies thereof including but not limited to violations of the laws and regulations known as OSHA and MIOSHA, and federal and state environmental laws.

I. OPERATION OF BUSINESS: There is presently no fact or condition known to SELLER which will prohibit PURCHASER from operating the business in substantially the same manner as SELLER.

J. BROKER'S FEES: All negotiations relative to this Agreement and the transactions contemplated herein have been carried on by the SELLER directly with the PURCHASER and without any intervention of any other person and SELLER does hereby agree to hold PURCHASER harmless from any claim of any broker or person for a finder's fee, brokerage commission or other like payment arising from such finder or broker having been engaged by or on behalf of SELLER.

The warranties of SELLER set forth in this ARTICLE IV are true as of the Closing Date and shall survive the Closing Date, continuing in full force and effect thereafter, notwithstanding the final closing of this transaction.

SELLER expressly makes no covenant, representation, or warranty with respect to whether its customers, or any of them, on the Customer List being purchased and sold hereby can or will agree to do business with PURCHASER, and SELLER expressly does not undertake any obligation to assist PURCHASER in this regard.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PURCHASER

PURCHASER hereby covenants, represents and warrants to SELLER, and SELLER hereby relies upon said covenants, representations and warrants in the consummation of this Agreement, as follows:

A. CORPORATE EXISTENCE AND GOOD STANDING: PURCHASER is a corporation, duly organized, validly existing and in good standing of the laws of the State of Michigan, being the state of its incorporation. PURCHASER has all corporate power to enter into and perform this Agreement and to purchase the assets which are set forth in Exhibit "A."

B. CORPORATE AUTHORITY: The execution, delivery and performance of this Agreement by PURCHASER has been duly and effectively authorized by its Board of Directors and no further corporate action is necessary on the part of PURCHASER in accordance with all the terms contained herein.

C. NO VIOLATION OF AGREEMENT: As of the Closing Date, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not violate any agreement or undertaking to which PURCHASER is a party.

D. CONDITION OF ASSETS: PURCHASER is purchasing and acquiring the assets set forth in Exhibit "A" "AS IS." Other than the SELLER's warranty in Article IV, Section A hereof with respect to title to such assets, the sale to PURCHASER by SELLER of such assets is made "as is - where is" and is made without any further representations or warranties.

> SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE.
>
> NO EXPRESS OR IMPLIED WARRANTIES HAVE BEEN MADE BY SELLER WITH REFERENCE TO THE PROPERTY, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
>
> PURCHASER HAS HAD REASONABLE OPPORTUNITY TO INSPECT THE PROPERTY AND ACCEPTS THE PROPERTY "AS IS - WHERE IS" WITH ANY AND ALL FAULTS.

PURCHASER has inspected the equipment set forth in Exhibit "A."

E. BROKER'S OR FINDER'S FEES: All negotiations regarding this Agreement and the transactions provided hereby have been carried on by PURCHASER directly with SELLER without the involvement or participation of any other person on behalf of PURCHASER, and PURCHASER does hereby agree to hold SELLER harmless from any claim of any broker or person for a finder's

fee, brokerage commission or other like payment arising from such finder or broker having been engaged by or on behalf of PURCHASER.

The warranties of PURCHASER set forth in this ARTICLE V are true as of the Closing Date, and shall survive the Closing Date, continuing in full force and effect thereafter, notwithstanding the final closing of this transaction.

ARTICLE VI

NO COMPETITION

It is hereby agreed that for and in consideration of the portion of the purchase price paid by PURCHASER as set forth in Article II hereof, and other good and valuable consideration, SELLER and each shareholder of SELLER shall execute and deliver to PURCHASER at the Closing a non-competition agreement in the same form as set forth in Exhibit "B," attached hereto and made a part hereof.

ARTICLE VII

NAME

PURCHASER shall acquire, as one (1) of the assets purchased hereunder, all right, title and exclusive authority to use the corporate name ELKHART METALS CORP. in Indiana.

ARTICLE VIII

INSTRUMENTS OF TRANSFER AND CLOSING DOCUMENTS

At the Closing, SELLER shall deliver to PURCHASER all instruments and documents reasonably necessary for the transfer to PURCHASER of the assets set forth in Exhibit "A," including the following:

A. A general Bill of Sale conveying all of the property and assets set forth in Exhibit "A," free from all claims, liens and encumbrances.

B. A written consent to PURCHASER to use the name of ELKHART METALS CORP. in any corporate name which may thereafter be filed by, or on behalf of, PURCHASER in the State of Indiana.

C. A Covenant Not To Compete in the form set forth in Exhibit "B".

D. Such other instruments of sale and assignment as may be necessary to effectuate the sale and transfer contemplated by this Agreement.

ARTICLE IX

MISCELLANEOUS

This Agreement, including the exhibits and schedules attached hereto, constitutes the entire agreement between the parties with respect to this transaction for the acquisition of the assets set forth in Exhibit "A", except as herein stated, and contains all of the representations and warranties of the respective parties.

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors, heirs and legatees.

This Agreement may not be assigned by operation of law or otherwise.

The Agreement may be executed in counterparts, each of which shall be deemed an original.

This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.

If any provision or provisions or portion thereof in this Agreement shall for any reason be determined to be invalid or unenforceable, the balance of such provision and the remaining provisions of this Agreement shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable provision had not been a part hereof.

The title of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

ELKHART METALS CORP.

By _____
James E. Hurwich
Its President

[SEAL]

Attest:

By _____
Morton M. Dobbins
Its Secretary

STURGIS IRON & METAL CO., INC.

By _____
Ralph Levin
Its President

[SEAL]

Attest:

By _____
Delmer Richmond
Its Secretary

EXHIBIT A

One (1) Scale

One (1) 500-Ton Richards Shear

One (1) Press (Galon-Heney)

All Customer Lists and Right to use Corporate Name, "Elkhart Metals Corp." in Indiana
Covenant Not To Compete

AGREEMENT FOR PURCHASE AND SALE OF ASSETS

THIS AGREEMENT, made and entered into this 3rd day of May, 1985, by and between INDUSTRIAL PLANT SERVICE, INC., an Indiana Corporation sometimes operating under the assumed business name "IPS", hereinafter referred to as "SELLER", and STURGIS IRON & METAL CO., INC., a Michigan Corporation, (or its successors or assigns), hereinafter referred to as "PURCHASER".

WITNESSETH:

WHEREAS, SELLER is the owner of an industrial scrap hauling and trash hauling business together with such equipment, materials, furnishings, supplies and fixtures as are necessary for the operation of such business and various other assets used in said business; and

WHEREAS, SELLER desires to sell a portion of the aforementioned assets, both tangible and intangible, a complete list of which portion is attached hereto, made a part hereof and designated as Exhibit "A"; and

WHEREAS, PURCHASER desires to purchase the property listed in Exhibit "A"; and

WHEREAS, both SELLER and PURCHASER desire that the terms and conditions of the aforementioned sale and purchase shall be contained herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and promises of the parties hereinafter set forth and other good and valuable consideration, the parties hereto do hereby agree as follows:

ARTICLE I

SUBJECT MATTER OF PURCHASE AND SALE

Subject to the terms and conditions set forth in this Agreement, SELLER does hereby agree to sell and deliver and hereby sells and delivers to PURCHASER and PURCHASER does hereby agree to purchase and acquire and hereby purchases and acquires from SELLER all those items enumerated in that document which is attached hereto, made a part hereof and designated as Exhibit "A", free and clear of any liens and encumbrances of whatever nature except as specifically provided for herein. It is expressly agreed and understood that none of SELLER's accounts receivable, accounts payable, nor any other contract rights or intangible property are or shall be conveyed to PURCHASER hereunder except as expressly set forth in Exhibit "A." PURCHASER assumes no liabilities of SELLER except as may be set forth herein.

ARTICLE II

CONSIDERATION AND PAYMENT OF PURCHASE PRICE

In consideration of the sale and delivery of all those assets set forth in Exhibit "A", PURCHASER shall pay the following amounts:

Asset	Purchase Price
One Thousand (1,000) lugger and roll off containers, including those located at customer sites, Twenty (20) Trucks, and Ten (10) or more Compactors	$ 59,752.77

All Customer Lists and Right to use Corporate Name, "Industrial Plant Service, Inc." in Indiana	$242,240.96
Covenant Not To Compete	$ 807.47
TOTAL	$302,801.20

Payment of the purchase price shall be made in cash due and payable at the Closing (as hereinafter defined) in the amount of $75,000, plus a promissory note bearing interest at a fixed per annum rate of 12% executed by PURCHASER payable to SELLER or SELLER's successors and assigns, delivered at the Closing, in the principal amount of $227,801.20 payable in four equal annual installments of principal and interest of $75,000 per installment on May 3, 1986, May 3, 1987, May 3, 1988 and May 3, 1989.

ARTICLE III

CLOSING

The closing ("Closing") of the transaction provided for in this Agreement shall be held on May 3, 1985 at 10:00 A.M. (the Closing Date) at the offices of Barnes & Thornburg. The Closing Date may be extended as provided hereinbelow, or by mutual agreement between the parties hereto by an instrument in writing amending this Agreement.

At the Closing, the parties hereto shall execute and deliver all documents and instruments necessary to effect the transfer of the assets set forth in Exhibit "A". At the Closing and at any time or times thereafter at the request of PURCHASER, SELLER, or its successors and assigns, shall execute

such documents and take such further action to transfer title and right to the assets set forth in Exhibit "A" to PURCHASER.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER

SELLER hereby covenants, represents and warrants to PURCHASER, and PURCHASER hereby relies upon said covenants, representations and warranties in the consummation of this Agreement, as follows:

A. TITLE TO ASSETS: SELLER has on the Closing Date full, valid, good and marketable title to all of the assets set forth in Exhibit "A". Said assets on the Closing Date are free from any and all obligations, liabilities, debts and encumbrances of any sort whatsoever, whether direct or indirect, fixed or contingent. There is not now pending, nor is there threatened, before any municipal, governmental or regulatory agency, or any court whatsoever, any suit or proceeding against SELLER materially affecting the title to the assets or the ability of SELLER to continue to use the assets in their present use at their present locations which are set forth in Exhibit "A", nor has SELLER received notice from any party threatening to commence any such suit or proceeding.

B. AUTHORITY FOR SALE: SELLER has the full legal capacity and authority to enter into this Agreement and to sell and deliver to PURCHASER the assets set forth in Exhibit "A". The appropriate Board of Directors' and Shareholders' approval of the disposition of the assets and the transactions contem-

plated by this Agreement has been completed by SELLER before the Closing Date in compliance with Article 1, Chapter 6 of the Indiana Business Corporation Act or as otherwise or additionally required by law or regulation.

C. CORPORATE EXISTENCE AND GOOD STANDING: SELLER is a corporation, duly organized, validly existing and in good standing under the laws of the State of Indiana, being the state of its principal place of business and incorporation. SELLER has all corporate power necessary to own those properties which are set forth in Exhibit "A" and to carry on its business as the same is now being conducted.

D. OTHER OPTIONS: There are no other outstanding options, contracts or commitments for the purchase of the assets set forth in Exhibit "A" with any individual, partnership, corporation or other form of entity whatsoever.

E. TAXES: SELLER will pay all personal property taxes with respect to the property set forth in Exhibit "A" which accrue in calendar year 1985.

F. CONDITION OF ASSETS: PURCHASER is purchasing and acquiring the assets set forth in Exhibit "A" "AS IS," except for the twenty (20) trucks, which SELLER warrants to be in "running condition." Other than the SELLER's warranty in Article IV, Section A hereof with respect to title to such assets, and except with respect to SELLER's warranty in the preceding sentence as to trucks, the sale to PURCHASER by SELLER of such assets is made "as is - where is" and is made without any further representations or warranties.

SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE.

NO EXPRESS OR IMPLIED WARRANTIES HAVE BEEN MADE BY SELLER WITH REFERENCE TO THE PROPERTY, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

PURCHASER HAS HAD REASONABLE OPPORTUNITY TO INSPECT THE PROPERTY AND ACCEPTS THE PROPERTY "AS IS - WHERE IS" WITH ANY AND ALL FAULTS.

PURCHASER has inspected the equipment set forth in Exhibit "A".

G. EXCLUSIVE RIGHT TO NAME: SELLER is the sole entity which has legal right and authority to use the corporate name INDUSTRIAL PLANT SERVICE, INC. in the State of Indiana, and has full right, title and authority to transfer the exclusive right to use said name in the State of Indiana to PURCHASER.

H. COMPLIANCE WITH LAWS AND REGULATIONS: SELLER has complied with all aspects of applicable federal, state and local laws and regulations in the conduct of its business. SELLER has received no notice from any governmental entity of any violation of any applicable laws, orders, or regulations of the federal, state, or local government or of any agencies thereof including but not limited to violations of the laws and regulations known as OSHA and MIOSHA, and federal and state environmental laws.

I. OPERATION OF BUSINESS: There is presently no fact or condition known to SELLER which will prohibit PURCHASER from

operating the business in substantially the same manner as SELLER.

J. BROKER'S FEES: All negotiations relative to this Agreement and the transactions contemplated herein have been carried on by the SELLER directly with the PURCHASER and without any intervention of any other person and SELLER does hereby agree to hold PURCHASER harmless from any claim of any broker or person for a finder's fee, brokerage commission or other like payment arising from such finder or broker having been engaged by or in behalf of SELLER.

The warranties of SELLER set forth in this ARTICLE IV are true as of the Closing Date and shall survive the Closing Date, continuing in full force and effect thereafter, notwithstanding the final closing of this transaction.

SELLER expressly makes no covenant, representation, or warranty with respect to whether its customers, or any of them, on the Customer List being purchased and sold hereby can or will agree to do business with PURCHASER, and SELLER expressly does not undertake any obligation to assist PURCHASER in this regard.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PURCHASER

PURCHASER hereby covenants, represents and warrants to SELLER, and SELLER hereby relies upon said covenants, representations and warrants in the consummation of this Agreement, as follows:

A. CORPORATE EXISTENCE AND GOOD STANDING: PURCHASER is a corporation, duly organized, validly existing and in good standing of the laws of the State of Michigan, being the state of its incorporation. PURCHASER has all corporate power to enter into and perform this Agreement and to purchase the assets which are set forth in Exhibit "A."

B. CORPORATE AUTHORITY: The execution, delivery and performance of this Agreement by PURCHASER has been duly and effectively authorized by its Board of Directors and no further corporate action is necessary on the part of PURCHASER in accordance with all the terms contained herein.

C. NO VIOLATION OF AGREEMENT: As of the Closing Date, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not violate any agreement or undertaking to which PURCHASER is a party.

D. CONDITION OF ASSETS: PURCHASER is purchasing and acquiring the assets set forth in Exhibit "A" "AS IS," except for the twenty (20) trucks which SELLER warrants to be in "running condition." Other than the SELLER's warranty in Article IV, Section A hereof with respect to title to such assets, and except with respect to SELLER's warranty in the preceding sentence as to trucks, the sale to PURCHASER by SELLER of such assets is made "as is - where is" and is made without any further representations or warranties.

SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE.

NO EXPRESS OR IMPLIED WARRANTIES HAVE BEEN MADE BY SELLER WITH REFERENCE TO THE PROPERTY, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

PURCHASER HAS HAD REASONABLE OPPORTUNITY TO INSPECT THE PROPERTY AND ACCEPTS THE PROPERTY "AS IS - WHERE IS" WITH ANY AND ALL FAULTS.

PURCHASER has inspected the equipment set forth in Exhibit "A."

E. BROKER'S OR FINDER'S FEES: All negotiations regarding this Agreement and the transactions provided hereby have been carried on by PURCHASER directly with SELLER without the involvement or participation of any other person on behalf of PURCHASER, and PURCHASER does hereby agree to hold SELLER harmless from any claim of any broker or person for a finder's fee, brokerage commission or other like payment arising from such finder or broker having been engaged by or on behalf of PURCHASER.

The warranties of PURCHASER set forth in this ARTICLE V are true as of the Closing Date, and shall survive the Closing Date, continuing in full force and effect thereafter, notwithstanding the final closing of this transaction.

ARTICLE VI

NO COMPETITION

It is hereby agreed that for and in consideration of the portion of the purchase price paid by PURCHASER as set forth in Article II hereof, and other good and valuable consideration, SELLER and each shareholder of SELLER shall execute

and deliver to PURCHASER at the Closing a non-competition agreement in the same form as set forth in Exhibit "B," attached hereto and made a part hereof.

ARTICLE VII

NAME

PURCHASER shall acquire, as one (1) of the assets purchased hereunder, all right, title and exclusive authority to use the corporate name INDUSTRIAL PLANT SERVICE, INC. in Indiana.

ARTICLE VIII

INSTRUMENTS OF TRANSFER AND CLOSING DOCUMENTS

At the Closing, SELLER shall deliver to PURCHASER all instruments and documents reasonably necessary for the transfer to PURCHASER of the assets set forth in Exhibit "A," including the following:

A. A general Bill of Sale conveying all of the property and assets set forth in Exhibit "A," free from all claims, liens and encumbrances.

B. A written consent to PURCHASER to use the name INDUSTRIAL PLANT SERVICE, INC. in any corporate name which may thereafter be filed by, or on behalf of, PURCHASER in the State of Indiana.

C. A Covenant Not To Compete in the form set forth in Exhibit "B".

D. Separate assignments in statutory or other required forms of any and all automobiles, trucks or other licensed vehicles sold hereunder.

E. Such other instruments of sale and assignment as may be necessary to effectuate the sale and transfer contemplated by this Agreement.

ARTICLE IX

MISCELLANEOUS

This Agreement, including the exhibits and schedules attached hereto, constitutes the entire agreement between the parties with respect to this transaction for the acquisition of the assets set forth in Exhibit "A", except as herein stated, and contains all of the representations and warranties of the respective parties.

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors, heirs and legatees.

This Agreement may not be assigned by operation of law or otherwise.

The Agreement may be executed in counterparts, each of which shall be deemed an original.

This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.

If any provision or provisions or portion thereof in this Agreement shall for any reason be determined to be invalid or unenforceable, the balance of such provision and the remaining provisions of this Agreement shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable provision had not been a part hereof.

The title of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

INDUSTRIAL PLANT SERVICE, INC.

By _____
James E. Hurwich
Its President

[SEAL]

Attest:

By _____
Morton M. Dobbins
Its Secretary

STURGIS IRON & METAL CO., INC.

By _____
Ralph Levin
Its President

[SEAL]

Attest:

By _____
Delmer Richmond
Its Secretary

EXHIBIT A

One Thousand (1,000) lugger and roll off containers, including those located at customer sites

Twenty (20) Trucks

Ten (10) or more Compactors

All Customer Lists and Right to use Corporate Name, "Industrial Plant Service, Inc." in Indiana

Covenant Not To Compete

PROMISSORY NOTE

$227,801.20 Dated: May 3, 1985

FOR VALUE RECEIVED, the undersigned, STURGIS IRON METAL CO., INC., a corporation organized and existing under the laws of the State of Michigan (hereinafter referred to as "Borrower") hereby promises to pay to the order of ELKHART METALS CORP., an Indiana Corporation (hereinafter referred to as "Company") or its successors and assigns (together with Company hereinafter referred to as "Noteholder"), as hereinafter provided, the principal sum of Two Hundred Twenty Seven Thousand Eight Hundred One and 20/100 Dollars ($227,801.20), together with interest at the fixed per annum rate of 12 percent on all amounts remaining unpaid hereunder, to the extent permitted by law, from the date hereof until payment in full.

Payment shall be made in equal, successive annual installments of principal and interest due and payable in accord with the following schedule:

Date	Interest	Principal
May 3, 1986	27,336.14	47,663.86
May 3, 1987	21,616.48	53,383.52
May 3, 1988	15,210.46	59,789.54
May 3, 1989	8,035.71	66,964.28

Installment payments hereinabove provided shall be applied first to the payment of any unpaid interest, and the remainder to be applied on the unpaid principal hereof until the same is paid in full.

Principal, interest and costs are payable in lawful money of the United States of America to Noteholder at its principal place of business in Elkhart County, Indiana or at such other location as the Noteholder may designate to the Borrower in writing.

The Borrower may not prepay the within obligation in whole or in part.

This Note shall, at the option of the holder hereof, become immediately due and payable, without notice or demand, upon the happening of any one of the following events:

1. Failure to pay any amount as set forth herein when due;

2. Breach by the Borrower under the Agreement for Purchase and Sale of Assets (the "Agreement") between the Company and Borrower of even date here-

with, or if any covenant, representation or warranty by Borrower in the Agreement proves untrue in any material respect;

3. Default in the performance of any other obligation of Borrower to the Noteholder;

4. The making by Borrower of a general assignment for the benefit of creditors; or

5. The filing of any petition or the commencement of any proceeding by or against the Borrower or any endorser or guarantor for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, compositions or extensions.

Borrower hereby unconditionally waives diligence, presentment, protest, demand for payment, notice of dishonor, notice of default and any or all notices or demands regarding delivery, acceptance, performance, default, enforcement, or otherwise in connection with this Note. All amounts payable hereunder are payable without relief from valuation and appraisement laws.

In the event holder shall institute any action for the collection of the monies due hereunder, Borrower shall be liable, in addition to amounts due, for all costs and expenses, including attorneys' fees with regard to such collection.

STURGIS IRON & METAL CO., INC.

[SEAL]

BY: Ralph Levin

Ralph Levin

Its President

ATTEST:

BY: Delmer Richmond

Delmer Richmond

Its Secretary

PROMISSORY NOTE

$227,801.20 Dated: May 3, 1985

FOR VALUE RECEIVED, the undersigned, STURGIS IRON METAL CO., INC., a corporation organized and existing under the laws of the State of Michigan (hereinafter referred to as "Borrower") hereby promises to pay to the order of INDUSTRIAL PLANT SERVICE, INC., an Indiana Corporation (hereinafter referred to as "Company") or its successors and assigns (together with Company hereinafter referred to as "Noteholder"), as hereinafter provided, the principal sum of Two Hundred Twenty Seven Thousand Eight Hundred One and 20/100 Dollars ($227,801.20), together with interest at the fixed per annum rate of 12 percent on all amounts remaining unpaid hereunder, to the extent permitted by law, from the date hereof until payment in full.

Payment shall be made in equal, successive annual installments of principal and interest due and payable in accord with the following schedule:

Date	Interest	Principal
May 3, 1986	27,336.14	47,663.86
May 3, 1987	21,616.48	53,383.52
May 3, 1988	15,210.46	59,789.54
May 3, 1989	8,035.71	66,964.28

Installment payments hereinabove provided shall be applied first to the payment of any unpaid interest, and the remainder to be applied on the unpaid principal hereof until the same is paid in full.

Principal, interest and costs are payable in lawful money of the United States of America to Noteholder at its principal place of business in Elkhart County, Indiana or at such other location as the Noteholder may designate to the Borrower in writing.

The Borrower may not prepay the within obligation in whole or in part.

This Note shall, at the option of the holder hereof, become immediately due and payable, without notice or demand, upon the happening of any one of the following events:

1. Failure to pay any amount as set forth herein when due;

2. Breach by the Borrower under the Agreement for Purchase and Sale of Assets (the "Agreement") between the Noteholder and Borrower of even date here-

with, or if any covenant, representation or warranty by Borrower in the Agreement proves untrue in any material respect;

3. Default in the performance of any other obligation of Borrower to the Noteholder;

4. The making by Borrower of a general assignment for the benefit of creditors; or

5. The filing of any petition or the commencement of any proceeding by or against the Borrower or any endorser or guarantor for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, compositions or extensions.

Borrower hereby unconditionally waives diligence, presentment, protest, demand for payment, notice of dishonor, notice of default and any or all notices or demands regarding delivery, acceptance, performance, default, enforcement, or otherwise in connection with this Note. All amounts payable hereunder are payable without relief from valuation and appraisement laws.

In the event holder shall institute any action for the collection of the monies due hereunder, Borrower shall be liable, in addition to amounts due, for all costs and expenses, including attorneys' fees with regard to such collection.

STURGIS IRON & METAL CO., INC.

[SEAL]

BY: Ralph Levin

Ralph Levin

Its President

ATTEST:

BY: Delmer Richmond

Delmer Richmond

Its Secretary

PROMISSORY NOTE

$15,186.75 Dated: May 3, 1985

FOR VALUE RECEIVED, the undersigned, STURGIS IRON METAL CO., INC., a corporation organized and existing under the laws of the State of Michigan (hereinafter referred to as "Borrower") hereby promises to pay to the order of THE 1610 CORPORATION, an Indiana Corporation (hereinafter referred to as "Company") or its successors and assigns (together with Company hereinafter referred to as "Noteholder"), as hereinafter provided, the principal sum of Fifteen Thousand One Hundred Eighty Six and 75/100 Dollars ($15,186.75), together with interest at the fixed per annum rate of 12 percent on all amounts remaining unpaid hereunder, to the extent permitted by law, from the date hereof until payment in full.

Payment shall be made in equal, successive annual installments of principal and interest due and payable in accord with the following schedule:

Date	Interest	Principal
May 3, 1986	1,822.41	3,177.59
May 3, 1987	1,441.10	3,558.90
May 3, 1988	1,014.03	3,985.97
May 3, 1989	535.71	4,464.29

Installment payments hereinabove provided shall be applied first to the payment of any unpaid interest, and the remainder to be applied on the unpaid principal hereof until the same is paid in full.

Principal, interest and costs are payable in lawful money of the United States of America to Noteholder at its principal place of business in Elkhart County, Indiana or at such other location as the Noteholder may designate to the Borrower in writing.

The Borrower may not prepay the within obligation in whole or in part.

This Note shall, at the option of the holder hereof, become immediately due and payable, without notice or demand, upon the happening of any one of the following events:

1. Failure to pay any amount as set forth herein when due;

2. Default in the performance of any other obligation of Borrower to the Noteholder;

3. The making by Borrower of a general assignment for the benefit of creditors; or

4. The filing of any petition or the commencement of any proceeding by or against the Borrower or any endorser or guarantor for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, compositions or extensions.

Borrower hereby unconditionally waives diligence, presentment, protest, demand for payment, notice of dishonor, notice of default and any or all notices or demands regarding delivery, acceptance, performance, default, enforcement, or otherwise in connection with this Note. All amounts payable hereunder are payable without relief from valuation and appraisement laws.

In the event holder shall institute any action for the collection of the monies due hereunder, Borrower shall be liable, in addition to amounts due, for all costs and expenses, including attorneys' fees with regard to such collection.

STURGIS IRON & METAL CO., INC.

[SEAL]

BY: Ralph Levin
Ralph Levin

Its President

ATTEST:

BY: Delmer Richmond
Delmer Richmond

Its Secretary

AGREEMENT
NOT TO COMPETE

THIS AGREEMENT made and entered into at South Bend, Indiana effective as of May 3, 1985, in multiple counterparts, each of which shall be deemed an original, by and between STURGIS IRON & METAL CO., INC., a Michigan corporation ("Buyer"), and INDUSTRIAL PLANT SERVICE, INC., an Indiana corporation ("Seller"); and Seller's shareholders, JEFFREY MICHAEL HURWICH, SCOTT DAVID HURWICH, and STACEY R. MACDONALD; and Seller's affiliate, JAMES E. HURWICH (said shareholders and affiliate herein collectively referred to as "Seller's Principals").

WHEREAS, the Buyer and Seller have heretofore executed an Agreement for Purchase and Sale of Assets ("Purchase Agreement") dated May 3, 1985; and

WHEREAS, Buyer has purchased substantially all of the operating assets of Seller; and

WHEREAS, it is a condition to closing the Purchase Agreement that the Seller and Seller's Principals enter into an agreement not to compete; and

NOW, THEREFORE, the parties each in consideration of the promises of the other hereinafter contained do now agree as follows:

For a period commencing on the date first above written in this Agreement Not to Compete ("Agreement") and ending on the date five (5) years after such date, Seller and Seller's Principals will not, directly or indirectly, engage in the industrial scrap hauling or industrial trash hauling business in competition with Buyer in the State of Michigan in the counties of Berrien, Cass and St. Joseph, or in the State of Indiana north of U.S. Highway 6; PROVIDED THAT, it is not and shall not be a violation of this Agreement if Seller or Seller's Principals engage in the industrial scrap hauling or industrial trash hauling business in competition with Buyer with respect to any one or more of the following customers, or their successors:

Wyatt Farm Center
Wyatt, Indiana

Hutch's Tire & Retreading
South Bend, Indiana

Scheid Tire, Inc.
South Bend, Indiana

R & J Mfg. Corp. Division of Hoosier Tire
Lakeville, Indiana

Kelly's Tire Service, Inc.
Lakeville, Indiana

Wire Craft Electrical Systems
Lakeville and New Carlisle, Indiana

McGill Mfg. Co. Inc.
Valparaiso, Indiana

Northern Indiana Public Service Co.
LaPorte, Indiana

A & K Industries
Lakeville, Indiana

National Can
Wanatah, Indiana

In the event of a breach of this Agreement by Seller or Seller's Principals, Buyer shall be entitled to any remedy available at law or in equity.

Seller and Seller's Principals shall be jointly and severally liable for any and all breaches hereunder.

IN WITNESS WHEREOF, the parties hereto here set their hands effective on the date first referred to above.

BUYER:

STURGIS IRON & METAL CO., INC.

By Ralph Levin
Ralph Levin
Its President

[SEAL]

Attest:

By Delmer Richmond
Delmer Richmond
Its Secretary

SELLER:

INDUSTRIAL PLANT SERVICE, INC.

By _____
James E. Hurwich
Its President

[SEAL]

Attest:

By _____
Morton M. Dobbins
Its Secretary

SELLER'S PRINCIPALS

_____
James E. Hurwich

_____
Jeffrey Michael Hurwich

_____
Scott David Hurwich

_____
Stacey R. MacDonald

EXHIBIT 3

ASSIGNMENT OF REAL ESTATE SALE CONTRACT

This Assignment of Agreement of Real Estate Sale Contract made this 4th day of February, 1997 by and between Sturgis Iron & Metal Co., Inc. ("Assignor") and R 11, L. L. C., a Michigan limited liability company ("Assignee").

WITNESSETH

A Real Estate Purchase Agreement ("Agreement") dated May 23, 1996, by and between Godfrey Conveyor Co, Inc. ("Seller") and Assignor, a true copy of which is attached hereto, providing that the Seller agreed to sell to the Assignor and Assignor agreed to purchase from the Seller all the land lying in the City of Elkhart, Elkhart County, Indiana which is described in a title commitment issued by Elkhart Title Corp., dated October 29, 1996 under commitment number 96E 16411 ("Property"); and

Assignor hereby desires to assign to Assignee all of its rights and obligations as buyer under the provisions of the Agreement and for the Assignee to accept such assignment.

Now, Therefore, the Assignor and Assignee agree as follows:

The Assignor hereby assigns to Assignee and Assignee hereby accepts and assumes from the Assignor, all of Assignor's rights and obligations under the provisions of this Agreement, including, but not limited to all of Assignor's rights, title and interest in to any and all earnest money and deposits paid to Seller, all of Assignor's rights of access to the property and all of Assignor's rights to certain remedies if Seller defaults.

STURGIS IRON & METAL CO., INC.

Ralph Levin

By: Ralph Levin, President

R 11, L. L. C.

Ralph Levin

By: Ralph Levin

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this 23 day of May, 1996, by and between GODFREY CONVEYOR CO., INC., hereinafter referred to as "SELLER" and STURGIS IRON & METAL CO., INC., hereinafter referred to as "BUYER".

WITNESSETH

WHEREAS, SELLER holds the title to the real estate hereinafter described; and

WHEREAS, SELLER wishes to sell said real estate to BUYER and BUYER wishes to purchase from SELLER said real estate in cash; and

WHEREAS, SELLER and BUYER hereto wish to reduce their Agreement to writing;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of SELLER and BUYER herein contained, it is mutually agreed as follows:

1. SELLER hereby agrees to sell to BUYER, and BUYER hereby agrees to purchase from SELLER the following described real estate located in Elkhart County, Indiana, commonly known as 1703 S. 13th Street, Elkhart, Indiana: to wit:

See attached Exhibit "A"

For Thirty Thousand and 00/100 ($30,000.00) dollars contingent upon BUYERS obtaining mortgage loan financing on terms satisfactory to BUYER no later than thirty (30) days from the date of this Agreement unless waived by BUYER. Should the BUYER be unable to obtain said financing, or chooses not to waive this condition, all sums paid to SELLER in the form of down payment or earnest money shall be returned to BUYER forthwith, and the obligations of SELLER and BUYER hereunder shall cease and be of no further legal force or effect.

SELLER acknowledges the receipt of One Thousand and 00/100 ($1,000.00) dollars heretofore paid as the initial payment on said purchase price. At closing, BUYER shall pay, or cause to be paid to SELLER, the balance of said purchase price upon delivery by SELLER of warranty deed conveying fee title to said real estate to BUYER.

2. This Agreement is also contingent upon BUYER'S receipt of an environmental audit, and if necessary, a phase II audit, satisfactory to BUYER and BUYER'S counsel. The audit is to be performed by an engineering firm satisfactory to BUYER and BUYER'S financial institution if in fact BUYER finances this purchase. BUYER shall pay the cost of the environmental testing. The BUYER shall have forty-five (45) days from the date of this Agreement to complete the environmental testing. In the event that BUYER is not satisfied with the condition of the property and so notifies the SELLER in writing, the agreement shall terminate and neither party shall have any further liability or responsibility thereunder and, in such event, SELLER shall forthwith return to BUYER its deposit.

3. SELLER shall pay the taxes on said real estate for the year 1995 and prior years. The taxes on said real estate for the year 1996, shall be prorated between SELLER and BUYER to the date of closing. SELLER shall also pay, on or before the date of closing, any and all assessment assessed against the real estate which are not assessed thereon prior to the date of closing.

4. SELLER agrees to affirmatively assist BUYER to rezone the real estate if it is not currency zoned to permit BUYER to store equipment and be used for BUYER'S employees for parking. BUYER shall promptly initiate appropriate action with local governmental officials if the property is not currently zoned for BUYER'S intended uses. If the property cannot be rezoned by the closing date, the Agreement shall terminate and neither party shall have any further liability or responsibility thereunder and in such event, SELLER shall forthwith return to BUYER its deposit.

5. At closing, SELLER agrees to execute and deliver to BUYER a good and sufficient warranty deed conveying said real estate in the same condition it now is, ordinary wear and tear excepted, in fee simple, free and clear of all liens and encumbrances. Within a reasonable time following the execution of this Agreement, which shall be no later than twenty-one (21) days, SELLER, at its expense, shall provide BUYER with a title insurance policy insuring over all objections to or defects in title and on standard form ALTA owner's policy.

6. The risk of loss or damage to said real estate or to the improvements on said real estate by any fire or other cause or occurrences is assumed by SELLER until delivery of said warranty deed by SELLER to BUYER at closing. Within a reasonable time following the execution of this agreement and the performance of an environmental site assessment, which shall be no later than twenty-one (21) days, SELLER, at its expense, shall provide BUYER with a title insurance policy insuring over all objection to or defects in title and on a standard

form ALTA owner's policy.

7. SELLER agrees to deliver possession of said premises to BUYER at the date of closing, which shall be on or before July 15, 1996, or as soon thereafter as the same can be reasonably accomplished, contingent upon the BUYER being satisfied that all conditions have been met unless waived by BUYER. The closing shall take place in Elkhart, Indiana or as the parties shall otherwise agree.

8. This Agreement is contingent upon the BUYER being able to determine to its satisfaction that:

(a) the real estate is not contaminated with Hazardous Substances;

(b) the real estate is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the clean up, removal or remediation of any such Hazardous Substances from the real estate;

(c) there is no asbestos on the real estate; and

(d) there is no underground storage tank(s) on the real estate.

The terms "Hazardous Substance", "release" and "removal" as used herein shall have the same meaning and definition as set forth in 42 USC Section 9601, provided, however, that the term "Hazardous Substance" as used herein shall include "Hazardous Waste" as defined in 42 USC Section 6903 and "petroleum" as defined in 42 USC Section 6991. The term "superfund" as used herein means the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC Section 9601 et. seq., as amended and any similar state statute or local ordinance applicable to said real estate, and all rules and regulations promulgated, administered and enforced by any government agency or authority pursuant thereto. The term "underground storage tank" is used and shall have the same meaning as set forth in USC Section 991.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

10. The parties agree to close this transaction as soon as possible, and no later than July 15, 1996 unless closing is extended by a written agreement between SELLER and BUYER.

11. SELLER is not making any warranties or representations to BUYER pertaining to the quality or condition of the real estate.

12. SELLER and BUYER agree that the provisions of this Agreement shall be

binding upon, applied to and inured to the benefit of SELLER and BUYER and their respective successors and assigns.

IN WITNESS WHEREOF, SELLER and BUYER have signed, sealed and delivered this Agreement on the day and year first above written.

GODFREY CONVEYOR CO., INC.

By: PRESIDENT

"Seller"

STURGIS IRON & METAL CO., INC.

By:

"Buyer"

MAIL DEED TO: MAIL TAX BILLS TO: John R. Dresser
112 S. Monroe St.
Sturgis, MI 49091

97 002756

HOLD FOR ELKHART TITLE CORP.

CORPORATE WARRANTY DEED

97 011036

This Deed being re-recorded to show correct Grantees name

AUDITOR'S RECORD
FEB 5 2:10 PM '97
Transfer No. FEB 5 2:10 PM '97
ELKHART COUNTY RECORDER
Taxing Unit SUSAN M. GUIPE
FILED FOR RECORD
Date

THIS INDENTURE WITNESSETH, that, **GODFREY CONVEYOR CO., INC.**, *the Grantor, a corporation organized and existing under the laws of the State of Indiana* CONVEYS AND WARRANTS TO R 11, L. L. C., a Michigan limited liability company, the Grantee; *for and in consideration of one dollar ($1.00), and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Elkhart County, Indiana:*

MAY 8 11:23 AM '97
ELKHART COUNTY RECORD
SUSAN M GUIPE
FILED FOR RECORD

TRACT I

A portion of the Southeast Quarter (SE 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East in the City of Elkhart, Elkhart County, State of Indiana, more particularly described as follows:

Commencing at the intersection of the West line of 13th Street and the South property line of the New York Central Railroad as conveyed to its predecessor, The Lake Shore & Michigan Southern Railway Company by Quit-Claim Deed dated February 16, 1909 and recorded in the Office of the Recorder of Elkhart County on May 1, 1909 in Book 117, page 506, said point being Seventy (70) feet directly South from the Southeast corner of the property formerly owned by the Elkhart Frog & Crossing Company; thence North a distance of Seventy (70) feet to the said Southeast corner; thence West along the South line of the property formerly owned by the said Elkhart Frog and Crossing Company and along the North line of the above conveyance, a distance of Six hundred (600) feet, more or less, to a point Twelve (12) feet Southeasterly by radial measurement from the centerline of the most Easterly track of the Grantor; thence Southerly along a curved line concentric with the centerline of said track, a distance of Two hundred seventy-five (275) feet, more or less, to a point in the South line of the property covered by the above conveyance; thence Northeasterly along said property line, a distance of Seven hundred fifteen (715) feet, more or less, to the point of beginning.

TRACT II

A part of the Southeast Quarter (SE 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:

Commencing at the Northeast corner of Fourteenth Street as marked on the recorded Plat of Elliston's Addition; thence North Eighty (80) feet; thence West Thirty-three (33) feet; thence South Eighty (80) feet; thence East Thirty-three (33) feet to the place of beginning.

ALSO: A part of the Southeast Quarter (SE 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, situated in the City of Elkhart, State of Indiana, bounded and described as follows:

Commencing at the intersection of the West line of Fourteenth Street and the North line of Wolf Avenue, as the said are platted in the City of Elkhart, Indiana; thence South along the West line of Fourteenth Street, Four and thirty-nine hundredths (4.39) feet to an iron stake; thence North Eighty-nine (89) degrees Forty-four (44) minutes West, Ninety-six and seventy-eight hundredths (96.78) feet to an iron stake; thence North Zero (0) degrees Sixteen (16) minutes East, Forth-five and seventy-three hundredths (45.73) feet to an iron stake on the North line of the former Sideway property for the beginning point of this description; thence South Zero (0) degrees Sixteen (16) minutes West, Forty-five and seventy-three hundredths (45.73) feet to an iron stake; thence South Eighty-nine (89) degrees Forty-four (44) minutes East, Ninety-six and seventy-eight hundredths (96.78) feet to an iron stake on the West line of Fourteenth Street; thence North along the West line of Fourteenth Street, Four and thirty-nine hundredths (4.39) feet to the North line of Wolf Avenue; thence South Eighty-nine (89) degrees Fifty-nine (59) minutes East, Seventeen (17) feet to an iron stake; thence North Sixty-two and forty-five hundredths (62.45) feet to an iron stake; thence North Eighty-nine (89) degrees Fifty-nine (59) minutes West, Thirty-three (33) feet; thence North Two and five hundredths (2.05) feet; thence South Seventy-four (74) degrees Twenty-seven (27) minutes West along the North line of the former Sideway Property to the place of beginning.

SUBJECT to an easement for ingress and egress, more particularly described as follows:
All that certain lot, piece or parcels of land situate in the City of Elkhart, County of Elkhart, State of Indiana, bounded and described as follows:

TRANSFER FEE
PARCEL NO.
DISCLOSURE FEE PAID
NONCONFORMING $
AMOUNT
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
19 97
AUDITOR

Commencing at the Northwest corner of Concord Avenue and Fourteenth Street, said point being Fifty (50) feet Westwardly from the Southwest corner of Lot No. 118 Elliston First Addition, City of Elkhart, State of Indiana; thence North along the West line of said Fourteenth Street, One thousand one hundred forty-seven and sixteen hundredths (1147.16) feet for the beginning point of this description; thence South along the West line of said Fourteenth Street, Six (6) feet; thence North Eighty-nine (89) degrees Forty-four (44) minutes West, Ninety-six and seventy-eight hundredths (96.78) feet; thence North Zero (0) degrees Ten (10)minutes East, Six (6) feet; thence South Eighty-nine (89) degrees Forty-four (44) minutes East, Ninety-six and seventy-eight hundredths (96.78) feet to the place of beginning, the Grantor reserves the right of ingress and egress for itself and its successor and successors in title for persons on foot or vehicles to have free access to the real estate adjacent to the said last described tract of real estate and the same shall at all times be free from obstruction and open for free passage. And the Grantor conveys to the Grantee, his successor, successors and assigns the right of ingress and egress for persons on foot and vehicles to a strip of land Six (6) feet in width by parallel lines adjacent to an immediately adjoining the South boundary line of the last above described tract of real estates.

97-007756

SUBJECT to Public Highways.

TRACT III

A part of the Southeast Quarter (SE 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:

97 014036

Commencing at a point which is Seventeen hundred fifty-five (1755) feet North and Four hundred thirty-five (435) feet West of the Southeast corner of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, which point is the Northeast corner of a certain parcel of land now owned by the New York Central Railroad Company; thence West Five hundred eighty-four and five tenths (584.5) feet; thence a Northeastwardly direction at an angle of Forty-seven (47) degrees measured from East to Northeast from said South line, a distance of One hundred Forty-four (144) feet to a point; thence Northeastwardly in a straight line Two hundred (200) feet, more or less, to a point on the South line of the right-of-way of Lake Shore and Michigan Southern Railway (now New York Central Railroad Company) which point is Four hundred eighty-five (485) feet distant Northeastwardly from a point which is Seven hundred forty-nine and five tenths (749.5) feet Westwardly from the beginning point of this description, measured along the first above described line produced Westwardly; thence Northeastwardly along the South line of said right of way to a point, which is Four hundred thirty-five (435) feet due North of the place of beginning; thence South Four hundred thirty-five (435) feet to the place of beginning.

SUBJECT to all highways, easements and restrictions of record.

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are duly elected officers of Grantor and have been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and delivery this deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for making of such conveyance has been taken and done, and that no Indiana Gross Income Tax is due or payable at this time in respect to the transfer made by this Deed.

Executed this 23 day of December, 1996.

ATTEST:

By Van W. Kessler
Signature
Van W. K Kessler
Printed Name and Office

GODFREY CONVEYOR CO., INC.
(Name of Corporation)

By Robert J. Deputy
Robert J. Deputy
President

ATTEST:

By Lawrence P. Deputy
Signature
Lawrence P. Deputy, Vice-President
Printed Name and Office

GODFREY CONVEYOR CO., INC.
(Name of Corporation)

By William J. Deputy
William J. Deputy
Secretary

County of Elkhart)
) SS:
State of Indiana)

97 011036
97 002756

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert J. Deputy and William J. Deputy, the President and Secretary respectively of GODFREY CONVEYOR CO., INC., who acknowledged the execution of the foregoing Deed for and on behalf of said Grantor on the date of its execution set forth above.

Jan Dickens Sargent, Notary Public
Signature

Jan Dickens Sargent
Printed Name

[SEAL]

A Resident of Elkhart County, Indiana

My Commission Expires 11/17/99

Jan Dickens Sargent
Notary Public, State of Indiana
Elkhart County
My Commission Expires 11/17/99

This instrument was prepared by Richard W. Paulen, Barnes & Thornburg, NBD Bank Building, 121 West Franklin Street, Suite 200, Elkhart, Indiana 46516

RWP 49926

DISCLOSURE FEE NOT REQUIRED
DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
7-1 2005
David L. Flem AUDITOR
003252
TIME 3.00 pd
PARCEL NO.

2005 20391
ELKHART CNTY RECORDER
CHRISTOPHER J ANDERSON
FILED FOR RECORD
AS PRESENTED

2005 JUL -1 A 11:43

RETURN TO: **HOLD FOR MERIDIAN TITLE CORP.**

Property Address:
1703 Thirteenth 1727 Fourteenth
Elkhart, IN 46516

Tax ID No. 20-06-07-429-001-000-012
20-06-07-429-002-000-012
20-06-07-429-004-000-012
20-06-07-429-005-000-012

Mail Tax Statements To:
P.O. Box 579
70675 S. CENTERVILLE RD
Sturgis, MI 49091

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH

R 11, L.L.C., a Michigan limited liability company

RELEASE AND QUIT CLAIM

To Sturgis Iron and Metal Co., Inc., a Michigan Corporation for Ten Dollars and other valuable consideration the receipt whereof is hereby acknowledged, the following described REAL ESTATE in Elkhart, in the State of Indiana, to wit:

SEE ATTACHED LEGAL DESCRIPTION

Subject to taxes for the year 2005, due and payable in 2006, and taxes for all subsequent years.

Subject to covenants, restrictions and easements of record.

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are a current member/manager of said Limited Liability Company and have been fully empowered by a proper meeting and vote of Grantor's members to execute and deliver this deed.

IN WITNESS WHEREOF, The Grantor has executed this deed this 28TH day of June, 2005.

R 11, L.L.C., a Michigan limited liability company

By: Ralph Levin
Ralph Levin, Member

State of Indiana, County of Elkhart ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ralph Levin who acknowledged the execution of the foregoing Deed and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS, my hand and Seal this 28TH day of June, 2005.

My Commission Expires: _____

Signature of Notary Public

Printed Name of Notary Public

Notary Public County and State of Residence

NOTARY PUBLIC SEAL INDIANA

JAMES HUGHEY
RES. OF ELKHART CO.
MY COMM. EXP. 6-13-08

This instrument was prepared by: Debra A. Guy, Attorney-at-Law #24473-71.
202 S. Michigan St., Ste. 1000, South Bend, IN 46601
C1223E05 jdh

LEGAL DESCRIPTION

TRACT I

A portion of the Southeast Quarter (SE 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East in the City of Elkhart, Elkhart County, State of Indiana, more particularly described as follows:

Commencing at the intersection of the West line of 13th Street and the South property line of the New York Central Railroad as conveyed to its predecessor, The Lake Shore & Michigan Southern Railway Company by Quit-Claim Deed dated February 16, 1909 and recorded in the Office of the Recorder of Elkhart County on May 1, 1909 in Book 117, page 506, said point being Seventy (70) feet directly South from the Southeast corner of the property formerly owned by the Elkhart Frog & Crossing Company; thence North a distance of Seventy (70) feet to the said Southeast corner; thence West along the South line of the property formerly owned by the said Elkhart Frog and Crossing Company and along the North line of the above conveyance, a distance of Six hundred (600) feet, more or less, to a point Twelve (12) feet Southeasterly by radial measurement from the centerline of the most Easterly track of the Grantor; thence Southerly along a curved line concentric with the centerline of said track, a distance of Two hundred seventy-five (275) feet, more or less, to a point in the South line of the property covered by the above conveyance; thence Northeasterly along said property line, a distance of Seven hundred fifteen (715) feet, more or less, to the point of beginning.

TRACT II

ırt of the Southeast Quarter (SE 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:

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ALSO: A part of the Southeast Quarter (SE 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, situated in the City of Elkhart, State of Indiana, bounded and described as follows:

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TRACT III

A part of the Southeast Quarter (SE 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:

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EXHIBIT 4

PURCHASE AGREEMENT

1. **PARTIES:** Patrick Industries, Inc., an Indiana corporation ("Seller") agrees to sell and convey to Sturgis Iron and Metal Co., Inc. ("Purchaser") and Purchaser agrees to buy from Seller, the following Property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The Property is a tract of land situated in the City of Elkhart, Elkhart County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto such as HVAC system, carpeting and similar types of fixtures (but excluding the generator); and all privileges and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way; all of the above hereinafter collectively called "Property," and whose legal description is contained on Exhibit "A" attached hereto and incorporated herein. All of the right, title and interest of Seller in and to all contracts, agreements relating to the upkeep, repair, maintenance or operation of the Property which are in effect and are assignable, which Purchaser assumes and agrees to perform all of Seller's obligations after the closing. If Seller decides to sell the generator located on the Property, at or prior to Seller vacating, Seller will offer the generator to Purchaser at fair market value. If the parties cannot agree on the fair market value, they shall select an appraiser with no connections to either party to determine the fair market value. The parties shall each pay one-half of the appraiser's fee.

3. **PRICE:** The total purchase price shall be One Million One Hundred Thousand Dollars ($1,100,000) ("Purchase Price"), payable in accordance with the terms and conditions stated in this agreement.

4. **CLOSING:** The closing of the sale (the "Closing Date") shall take place at a mutually agreed place in Elkhart, Indiana within thirty (30) days from the date hereof, unless extended in a writing signed by both parties hereto, with the costs thereof shared equally.

5. **POSSESSION:** The Seller shall retain possession of the Property office portion of 1819 S. 14th Street, the house at 1313 Wolf Avenue and the office at

1800 S. 14th Street in Elkhart, Indiana, rent free, for a period of up to two (2) years. Seller shall pay real estate taxes, insurance (naming Buyer as a co-insured) and maintenance on said office portion of 1819 S. 14th Street, 1800 S. 14th Street and 1313 Wolf Avenue for the period of its occupancy, including without implied limitation, lawn maintenance and snow removal for the premises. Taxes for the office portion of 1819 S. 14th Street shall be prorated based upon the square footage. The balance of the Property shall be delivered to Purchaser at closing in its present condition, ordinary wear and tear excepted. Seller agrees to maintain the Property in good condition until possession is delivered to Purchaser. Seller shall retain and remove the generator on the Property when Seller moves out of the Property. At the end of the two (2) year rental, Seller shall have an option to rent all or any portion of the three (3) above-described addresses for an additional twelve (12) months at a fair market rent. If the parties cannot agree on a fair market rent, they shall jointly appoint a real estate appraiser to determine the fair market rent. The decision of the appraiser shall be final.

6. **REAL ESTATE TAXES:** All real estate taxes due for the current and any prior calendar year and remaining unpaid, shall be paid by Seller. All accruing real estate taxes shall be prorated to the date of closing except as provided in Section 5. If the current tax rate has not been established, the prior year rate will be used to compute the proration.

7. **DISCLOSURE OF LIENS AND CLAIMS:** Purchaser acknowledges purchasing the Property and accepting it in its "AS IS – WHERE IS" condition based upon inspection as to the Property, without representation or warranty on the part of the Seller except as specifically set forth in this section 7. Seller's representations, warranties and covenants shall survive the consummation of the purchase by Buyer for a period of twelve months after the closing.

a. Except as shown on the title commitment, Seller is the fee title owner of the Property subject to no liens, encumbrances, pledges, or mortgages;

b. Except as shown on the title commitment, to the knowledge of Seller, there are no unrecorded or undisclosed legal or equitable interests in the Property owned by any other party other than Seller;

c. To the knowledge of Seller, there is no special assessment by any governmental authority, presently outstanding, for improvements or otherwise which has or may become a lien against the Property. Further, Seller knows of no proposed assessments for any public improvements against the Property;

d. Seller has received no notice of, and has no knowledge of, any existing condemnation, eminent domain proceedings or any action of a similar kind or other modification of the zoning classification at the Property.

e. To the knowledge of Seller, there are no existing violations of any zoning ordinance, building rule or regulation affecting the Property in any material respect;

f. Seller has no knowledge of any material defect, whether latent or patent with respect to the Property;

g. Seller is not currently a party to any proceeding under any applicable bankruptcy, reorganization, insolvency or similar laws; and

h. Seller is a duly organized and validly existing Indiana corporation.

8. **TITLE APPROVAL:** Seller, at its expense, shall deliver to Purchaser within fifteen (15) days after acceptance of this purchase agreement, a Commitment for Title Insurance from Century Title Co. with the standard exceptions deleted at Purchaser's expense, if any, in the amount of the Purchase Price to insure in Purchaser a marketable title in fee simple absolute to the Property, and subject to the easements and restrictions of record, current zoning laws, and real estate taxes on the Closing Date (the "Commitment") and, at Purchaser's request, legible copies of all recorded instruments affecting the Property recited as exceptions in the Commitment. If Purchaser has an objection to items disclosed in such Commitment, Purchaser shall promptly make written objection to Seller after receipt of each such

instrument. If Purchaser makes such objections or if the objections are disclosed in the Commitment, Seller shall have thirty (30) days from the date such objections are disclosed to cure the same, and the Closing Date shall be extended if necessary. Seller agrees to utilize its best efforts and reasonable diligence to cure such objection, if any. If the objections are not satisfied within such time period, Purchaser may (a) terminate this Contract, or (b) waive the unsatisfied objections and close the transaction.

9. **PURCHASER'S CONDITIONS TO CLOSING.**

Purchaser's obligations under this agreement are expressly conditioned upon the occurrence of the following events:

(1) The Title Company shall be ready, willing and able to issue the Title Policy in the form required on the Closing Date.

(2) Seller shall be ready, willing and able to deliver to Purchaser on the Closing Date the fully executed Warranty Deed, in form acceptable to Purchaser and its counsel, as required hereunder.

(3) The Purchaser shall have received an affidavit of the Seller, sworn to under penalty of perjury, setting forth the Seller's name, address and Federal tax identification number and stating that such Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 (the "Code"), or, alternatively, if applicable, a statement issued by the Seller and otherwise in the form required by the Code certifying that the Seller was not a "United States real property holding company" within the meaning of the Code at any time during the five years preceding the Closing Date. If, on or before

the Closing Date, the Purchaser shall not have received each such affidavit or such statement, the Purchaser may withhold from the Purchase Price payable pursuant hereto at Closing to Seller such sums as are required to be withheld therefrom under Section 1445 of the Code.

(4) Seller's delivery of the Indiana Responsible Property Transfer Act disclosure, if applicable.

(5) Purchaser and/or the Title Company shall have received such other documents as, in the opinion of Purchaser's counsel, and the title insurer, are necessary to complete the transactions contemplated by this Agreement, including without limitation a fully executed Indiana Disclosure of Sales form.

10. **SELLER'S CONDITIONS TO CLOSING:**

Seller's obligations under this agreement are expressly conditioned upon the occurrence of the following events:

Purchaser shall have delivered to the Closing Agent the Purchase Price on the Closing Date.

11. **SALES EXPENSES:** Seller and Purchaser agree that all sales expenses are to be paid in cash prior to or at the closing.

a. Seller's Expenses. Seller shall be responsible for and pay all costs for the following: 1) releasing existing liens and recording the releases; 2) Owner's Title Policy; 3) one-half (1/2) of any closing fee; 4) preparation of Deed and Vendor's Affidavit; and 5) other expenses stipulated to be paid by Seller under other provisions of this Contract.

b. Purchaser's Expenses. Purchaser agrees to pay all other recording fees; one-half (1/2) of any closing fee; copies of documents pertaining to

restrictions, easements, or conditions affecting the Property; and expenses stipulated to be paid by Purchaser under other provisions of this agreement.

12. **DEFAULT:** If Purchaser breaches this agreement and is in default, (a) Seller may seek specific performance or any other remedy provided by law or equity; or (b) Seller may treat this Agreement as being terminated. If Seller, through no fault of Seller, is unable to convey marketable title as required by this agreement and the defect or defects are not waived by Purchaser, Seller's sole obligation shall be to return promptly any Earnest Money and any sums expended by Purchaser for survey or title evidence; provided, however, Purchaser shall have the right to pay and satisfy any existing liens not otherwise assumed by Purchaser and deduct that amount from the Purchase Price. If Seller refuses to perform as required, Purchaser may pursue all available legal and equitable remedies.

13. **ATTORNEY'S FEES:** Any signatory to this agreement who is the prevailing party in any legal or equitable proceeding against any other signatory brought under or with relation to the agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

14. **DUTIES OF PURCHASER AND SELLER AT CLOSING:**

a. At the closing, Seller shall deliver to Purchaser, at Seller's sole cost and expense, the following:

(1) A duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Purchaser in writing and execute a Vendor's Affidavit;

(2) An Owner's Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company

chosen by the Seller in the full amount of the Purchase Price, dated as of the closing, insuring Purchaser's fee simple title to the Property to be good and indefeasible.

(3) Furnish evidence of its capacity and authority for the closing of this transaction;

(4) Seller agrees to provide Purchaser with a certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act, nor any Indiana Gross Income Tax, or to consent to withholding of tax from the proceeds of sale as required;

(5) Execute all other necessary documents to close this transaction.

b. At the closing, Purchaser shall perform the following:

(1) Pay the cash portion of the Sales Price in the form of a certified or cashier's check;

(2) Furnish evidence of its capacity and authority for the closing of this transaction;

(3) Execute all other necessary documents to close this transaction.

15. **CONDEMNATION:** If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Purchaser may, at its option, terminate this agreement by written notice to Seller within ten (10) days after Purchaser is advised of the commencement of condemnation proceedings, or Purchaser shall have the right to appear and defend in such condemnation proceedings, and any award in condemnation shall, at the Purchaser's election, become the property of Seller and reduce the purchase price by the same amount or shall become the property of Purchaser and the purchase price shall not be reduced.

16. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any such damage or destruction is not fully repaired prior to closing, Purchaser, at its option, may either (a) terminate this Agreement, or (b) elect to close the transaction, in which event Seller's right to all insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser.

17. **CONTINGENCIES:** This Agreement is contingent upon

a. Purchaser obtaining financing in the amount of Nine Hundred Ninety Thousand Dollars ($990,000) at market rates.

b. Purchaser obtaining at its own expense, a Phase II environmental report for the work described in Exhibit B attached hereto which does not recommend further testing and does not indicate that Purchaser's ownership of the Property will impose liability on Purchaser under any applicable federal or state environmental laws.

18. **MISCELLANEOUS:**

a. Any notice required or permitted to be delivered hereunder, shall be deemed received when personally delivered or sent by United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below the signature of such party hereto, with a copy to their respective counsel.

b. During the term of this agreement, Seller shall entertain no competing offers nor shall he negotiate with any third person or entity for the sale of this Property.

c. Both Purchaser and Seller agree that there are no brokers involved in this agreement.

d. Purchaser reserves the right to assign its interest in this agreement to persons or entities of his choice without recourse to the Purchaser. In the event of such assignment, Purchaser shall have no personal liability to the Seller

or to any third party on account of this agreement. In the event of assignment, all Purchaser's rights under this agreement will transfer to the Assignee.

e. This agreement shall be construed under and in accordance with the laws of the State of Indiana.

f. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

g. In case of any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

h. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.

i. Time is of the essence of this agreement.

j. Words of any gender used in this agreement shall be held and constructed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

k. All rights, duties and obligations of the signatories hereto shall survive the passing of title to, or an interest in, the Property.

l. This agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

"PURCHASER"	"SELLER"
Sturgis Iron and Metal Co., Inc.	Patrick Industries, Inc.
By: Ralph Levin President Mia Levin-Horwitz Secretary	By: [illegible] VP Finance
Date: 7/7, 2004	Date: 7/13/, 2004
P.O. Box 579, Sturgis, Mi. 49091	1800 S. 14th St. Elkhart, IN 46516
Purchaser's Address for Notice Purposes	Seller's Address for Notice Purposes

Exhibit A

TRACT I

All that certain lot, piece or parcels of land situate in the City of Elkhart, County of Elkhart, State of Indiana, bounded and described as follows:

Commencing at the northwest corner of Concord Avenue and Fourteenth Street, said point being fifty (50) feet westwardly from the southwest corner of Lot No. 118 Elliston First Addition, City of Elkhart, State of Indiana; thence north along the west line of said Fourteenth Street, eleven hundred forty-five and fifty-five hundredths (1145.55) feet to the north line of Wolf Avenue; thence south along the west line of said Fourteenth Street four and thirty-nine hundredths (4.39) feet to an iron stake for the beginning point of this description; thence south along the west line of said Fourteenth Street sixty-eight and fifty-nine hundredths (68.59) feet to an iron stake; thence north eighty-nine (89) degrees forty-four (44) minutes west; seventeen and two tenths (17.2) feet to a brick building; thence north eighty-nine (89) degrees forty-four (44) minutes west along the south line of a thirteen (13) inch brick wall seventy-six and four hundredths (76.04) feet; thence south zero (0) degrees sixteen (16) minutes west, six and nine tenths (6.9) feet to a cut in the concrete; thence north eighty-nine (89) degrees forty-four (44) minutes west, one hundred fifty-seven and ninety-four hundredths (157.94) feet to an iron stake which is two (2) feet east of the guage of the east rail of a switch track; thence north six (6) degrees twenty (20) minutes west, seventy-five and fifty-six hundredths (75.56) feet to an iron stake, which is two (2) feet east of the guage of the east rail of said switch track, said iron stake being on the north line of the former Sidway property; thence north seventy-four (74) degrees twenty-seven (27) minutes east along the north line of said former Sidway property, one hundred sixty-nine and three tenths (169.3) feet to an iron stake; thence South zero (0) degrees sixteen minutes (16) west, forty-five and seventy-three hundredths (45.73) feet to an iron stake; thence south eighty-nine (89) degrees forty-four (44) minutes east, ninety-six and seventy-eight hundredths (96.78) feet to the place of beginning.

TRACT 2

All that certain lot, piece or parcels of land situate in the City of Elkhart, County of Elkhart, State of Indiana, bounded and described as follows:

Commencing at the northwest corner of Concord Avenue and Fourteenth Street, said point being fifty (50) feet westwardly from the southwest corner of Lot No. 118 Elliston First Addition, City of Elkhart, State of Indiana; thence north along the west line of said Fourteenth Street, one thousand seventy-two and fifty-seven hundredths (1072.57) feet to an iron stake for the beginning point of this description; thence north eighty-nine (89) degrees forty-four (44) minutes west, ninety-three

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and twenty-four hundredths (93.24) feet; thence south zero (0) degrees sixteen (16) minutes west, thirteen and eight tenths (13.8) feet; thence south eighty-nine (89) degrees forty-four (44) minutes east, ninety-three and three tenths (93.3) feet to the west line of Fourteenth Street; thence north along the west line of Fourteenth Street, thirteen and eight tenths (13.8) feet to the place of beginning.

TRACT 3

All that certain lot, piece or parcels of land situate in the City of Elkhart, County of Elkhart, State of Indiana, bounded and described as follows:

Commencing at the northwest corner of Concord Avenue and Fourteenth Street, said point being fifty (50) feet westwardly from the southwest corner of Lot No. 118 Elliston First Addition, City of Elkhart, State of Indiana; thence north along the west line of said Fourteenth Street eleven hundred forty-five and fifty-five hundredths (1145.55) feet to the north line of Wolf Avenue; thence south along the west line of said Fourteenth Street four and thirty-nine hundredths (4.39) feet to an iron stake; thence south along the west line of said Fourteenth Street sixty-eight and fifty-nine hundredths (68.59) feet to an iron stake, thence north eighty-nine (89) degrees forty-four (44) minutes west seventeen and two tenths (17.2) feet to a brick building, thence north eighty-nine (89) degrees forty-four (44) minutes west along the south line of a thirteen (13) inch brick wall, seventy-five and four hundredths (75.04) feet for the beginning point of this description; thence south zero (0) degrees, sixteen (16) minutes west, thirteen and eight tenths (13.8) feet; thence north eighty-nine (89) degrees forty-four (44) minutes west, one hundred and fourteen hundredths (100.14) feet; thence north zero (0) degrees sixteen (16) minutes east, five and eight tenths (5.8) feet; thence north eighty-nine (89) degrees eighteen (18) minutes west, forty-seven (47) feet; thence north seven and sixty-five hundredths (7.65) feet; thence eastwardly to the place of beginning.

TRACT 4

All that certain lot, piece or parcels of land situate in the City of Elkhart, County of Elkhart, State of Indiana, bounded and described as follows:

Commencing at the northwest corner of Concord Avenue and Fourteenth Street, said point being fifty (50) feet westwardly from the southwest corner of Lot No. 118 Elliston First Addition, City of Elkhart, State of Indiana; thence north along the west line of said Fourteenth Street one thousand one hundred forty-seven and sixteen hundredths (1147.16) feet for the beginning point of this description; thence south along the west line of said Fourteenth Street twelve (12) feet; thence north eighty-nine (89) degrees Forty-four (44) minutes west, ninety-six and seventy-eight hundredths (96.78) feet; thence north zero (0) degrees ten (10) minutes east, twelve (12) feet, thence south eighty-nine (89) degrees forty-four (44) minutes east, ninety-six and seventy-eight hundredths (96.78) feet to the Place of beginning.

TRACT 5

All that certain lot, piece or parcels of land situate in the City of Elkhart, County of Elkhart, State of Indiana, bounded and described as follows:

Commencing at the northwest corner of Concord Avenue and Fourteenth Street, said point being fifty (50) feet westwardly from the southwest corner of Lot No. 118 Elliston First Addition, City of Elkhart, State of Indiana; thence north along the west line of said Fourteenth Street eleven hundred forty-five and fifty-five hundredths (1145.55) feet to the north line of Wolf Avenue; thence south along the west line of said Fourteenth Street four and thirty-nine hundredths (4.39) feet to an iron stake; thence south along the west line of said Fourteenth Street sixty-eight and fifty-nine hundredths (68.59) feet to an iron stake; thence north eighty-nine (89) degrees forty-four (44) minutes west seventeen and two tenths (17.2) feet to a brick building for the beginning point of this description; thence north eighty-nine (89) degrees forty-four (44) minutes west along the south line of a thirteen (13) inch brick wall seventy-six and four hundredths (76.04) feet; thence north zero (0) degrees sixteen (16) minutes east, thirteen (13) inches to the north side of said wall; thence south eighty-nine (89) degrees forty-four (44) minutes east along the north line of said wall seventy-six and four hundredths (76.04) feet; thence south zero (0) degrees sixteen (16) minutes west, thirteen (13) inches to the place of beginning.

Subject to all easements and restrictions, more fully set out in Deed Record 173, Page 470, and recorded in the Office of the Recorder of Elkhart County, Indiana.

The West eighty (80) feet of the East one hundred eighty-nine (189) feet by parallel lines of that part of Lot Number Three Hundred Fifty-five (355) as the said Lot is known and designated on the recorded Plat of ELLISTON ADDITION, which is south of Wolf Avenue as said street is now used in the City of Elkhart; said Plat being recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

SUBJECT TO taxes, easements, assessments, restrictions, covenants and encumbrances, if any, of record.

Lot Number Three Hundred Forty-nine (349), as the said Lot is known and designated on the Recorded Plat of ELLISTONS ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

Lot Number Three Hundred Fifty-one (351), as the said Lot is known and designated on the recorded Plat of ELLISTON ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

ALSO:

Lot Number Three Hundred Fifty (350), as the said Lot is known and designated on the recorded Plat of ELLISTON ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

Lot Number Three Hundred Fifty-two (352), as the said Lot is known and designated on the recorded Plat of ELLISTON ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

Lots Numbered Three Hundred Twenty-seven (327) and Three Hundred Twenty-eight (328), as the said Lots are known and designated on the recorded Plat of ELLISTON ADDITION, to the City of Elkhart; said Plat being recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

ALSO, Lots Numbered Three Hundred Fifty-three (353) and Three Hundred Fifty-four (354), as the said Lots are known and designated on the recorded Plat of ELLISTON ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart County, Indiana. Also, the South half (S 1/2) of the vacated alley lying North of and adjacent to said Lots.

ALSO, all that part of Lot Number Three Hundred Fifty-five (355), as the said Lot is known and designated on the recorded Plat of ELLISTON ADDITION to the City of Elkhart, lying South of Wolf Avenue, as the said street is now used in the City of Elkhart, Indiana, EXCEPTING therefrom the East One Hundred Eighty-nine (189) feet. ALSO, EXCEPTING that part of said Lot deeded to the City of Elkhart for alley purposes, and more particularly described in Deed Record 277, page 634. Said Plat being recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart County, Indiana. ALSO CONVEYING the North half (N 1/2) of the vacated alley lying north of Lots Three Hundred Fifty-three (353) and Three Hundred Fifty-four (354) in said Addition and south of Lot Three Hundred Fifty-five (355) in said addition.

Lot Number Three Hundred Twenty-nine (329) as the same is known and designated on the recorded Plat of ELLISTON'S FIRST ADDITION to the City of Elkhart, Indiana; as recorded in Deed Record 111, page 188 of the records in the Office of the Recorder of Elkhart County, Indiana.

Subject to easements & restrictions of record.

2004-31095

ELKHART CNTY RECORDER
CHRISTOPHER J ANDERSON
FILED FOR RECORD

2004 SEP 14 A 11:47

Century Title Services

MAIL DEED TO:
Sturgis Iron & Metal Co., Inc.
c/o Dresser, Dresser, Haas: Legal
112 S. Monroe St
Sturgis, MI 49091

MAIL TAX BILLS TO:
Sturgis Iron & Metal Co., Inc.
P.O. Box 579, Sturgis, MI 49091

WARRANTY DEED

Patrick Industries, Inc., for itself and as successor to Industrial Lamp Corporation and ILC Products Company, Inc., *the Grantor* **Conveys and Warrants to** Sturgis Iron & Metal, Inc., *the Grantee*

for and in consideration of One Dollar ($1) and other good and valuable consideration, the receipt of which is hereby acknowledged, Real Estate in Elkhart County, in the State of Indiana, described as follows:

See Exhibit A attached hereto and incorporated herein.

Subject to 2003 real estate taxes due in 2004, 2004 real estate taxes due in 2005, public rights of way, and easements and restrictions of record.

The undersigned persons executing this deed on behalf of the Grantor certify that: they are duly elected officers of Grantor and have been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

Signed and dated on September 7, 2004.

State of Indiana, Elkhart County, ss
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Patrick Industries, Inc. by its Secretary, Andy L. Nemeth, and being duly authorized, acknowledged the execution of the foregoing deed on behalf of said corporation on September 7, 2004.

Edward W Hardig Jr
Notary Public Signature

Typed or Printed Name
Residing in Elkhart County
My Commission Expires: _____

Patrick Industries, Inc.

By: _____
Signature

Typed or printed name: Andy L. Nemeth, Secretary

NOTARY PUBLIC SEAL STATE OF INDIANA
EDWARD W. HARDIG, Jr, Notary Public
A Resident of St. Joseph County, IN
My Commission Expires: 09-24-2008

Prepared by the law firm of Warrick & Boyn, LLP, 121 W. Franklin Street, Suite 400, Elkhart, Indiana 46516, by James V. Woodsmall.

msw\reale\pisim-wtydeed\jvw\mj

DISCLOSURE FEE PAID $10.00

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
9-14 2004
David L. Hess AUDITOR
005413
TRANSFER FEE 3.00 pd
PARCEL NO. 2006-07-429-003/431-013.000-012
20-06-07-478-009/017.000-012
20-06-07-476-002.000-012
20-06-07-479-001 thru -004.000-012

EXHIBIT A - LEGAL DESCRIPTION

TRACT I:

A portion of the East One-Half of the Southeast Quarter of Section 7, Township 37 North, Range 5 East, Concord Township, Elkhart County, Indiana, more particularly described as follows:

COMMENCING at the Northwest corner of Concord Avenue, and Fourteenth Street, said point being 50 feet Westwardly from the Southwest corner of Lot Number 118, Elliston Addition to the City of Elkhart, and marked by a 3/4" iron pipe; thence North along the West line of said Fourteenth Street, a distance of 516.12 feet to a 1/2" iron pipe and the point of beginning; thence North 88°09'27" West, a distance of 358.47 feet to a 1" iron pipe; thence North 00°01'25" East, a distance of 312.90 feet to a 3/4" rebar w/cap; thence North 01°40'35" West, a distance of 79.35 feet to a 3/4" rebar w/cap; thence North 05°40'35" West, a distance of 135.45 feet to a 3/4" rebar w/cap; thence North 03°55'25" East, a distance of 58.43 feet to a 3/4" rebar w/cap; thence North 75°02'21" East, a distance of 114.03 feet to a 3/4" rebar w/cap; thence North 75°35'14" East, a distance of 169.23 feet to a 3/4" rebar w/cap; thence South 00°16'00" West, a distance of 45.73 feet to a 3/4" rebar w/cap; thence South 89°44'00" East, a distance of 96.78 feet to a 1" iron pipe, said point being on the West line of said Fourteenth Street; thence South 00°02'51" West, along said West line, a distance of 625.27 feet to the point of beginning.

TRACT II:

Lots Numbered 353 and 354 as the said Lots are known and designated on the recorded Plat of Elliston Addition to the City of Elkhart; said Plat being recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

ALSO, the South Half of the vacated alley lying North of and adjacent to said Lots.

ALSO, all that part of Lot Number 355, as the said Lot is known and designated on the recorded Plat of Elliston Addition to the City of Elkhart, lying South of Wolf Avenue as the said street is now used in the City of Elkhart, Indiana; EXCEPTING THEREFROM the East 189 feet.

ALSO, EXCEPTING that part of said Lot deeded to the City of Elkhart for alley purposes, and more particularly described in Deed Record 277, page 634. Said Plat being recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart

EH

EXHIBIT A - CONT'D

County, Indiana.

ALSO conveying the North Half of the vacated alley lying North of Lots 353 and 354 in said Addition and South of Lot 355 in said Addition.

ALSO, COMMENCING on the South line of an East-West alley lying between Lots 347-354, inclusive, and Lot 355 in Elliston's Addition to the City of Elkhart, Indiana, at an iron at the Northeast corner of Lot 349 in Elliston's Addition; thence Westwardly along the South line of said alley, 100 feet to the Northeast corner of Lot 351 in Elliston's Addition; thence Northwardly parallel with the West right-of-way line of Thirteenth Street in said City, 12 feet to a point on the North line of said alley, which is the point of beginning; thence Northwardly parallel with the Easterly right-of-way line of Fourteenth Street in said City, 52 feet, more or less, to the South right-of-way line of Wolf Avenue; thence Eastwardly along the South right-of-way line of Wolf Avenue, 16.5 feet; thence Southwardly parallel with the East right-of-way line of said Fourteenth Street, 35.77 feet, more or less, to a point 16.5 feet North of the North right-of-way line of said alley; thence Southeasterly 23.33 feet to a point on the North line of said alley, 167 feet West of the West right-of-way line of Thirteenth Street; thence Westwardly along the North right-of-way line of said alley, 33 feet, more or less to the place of beginning.

ALSO, the West 80 feet of the East 189 feet by parallel lines of that part of Lot Number 355 as the said Lot is known and designated on the recorded Plat of Elliston Addition, which is South of Wolf Avenue, as said street is now used in the City of Elkhart; said Plat being recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

ALSO, Lots Numbered 349, 350, 351 and 352 as the said Lots are known and designated on the recorded Plat of Elliston's Addition, City of Elkhart; said plat being recorded in Plat Book 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

ALSO: Lot Number 300, as the said Lot is known and designated on the recorded Plat of Elliston Addition to the City of Elkhart, Indiana; said Plat being recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

GH

EXHIBIT A - CONT'D

ALSO: Lots Numbered 326, 327 and 299, as said Lots are known and designated on the recorded Plat of Elliston Addition to the City of Elkhart, Indiana.

ALSO: Lot Number 329 as the same is known and designated on the recorded Plat of Elliston's First Addition to the City of Elkhart, Indiana; as recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

ALSO: Lot Number 301 as the said Lot is known and designated on the recorded Plat of Elliston's Addition to the City of Elkhart, Indiana; said Plat being recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

ALSO: Ellistons Lots 302, 303 and 304 in Elkhart City Concord Township.

ALSO: Lots Numbered 327 and 328 as the said Lots are known and designated on the recorded Plat of Elliston Addition to the City of Elkhart, said Plat being recorded in Plat Book 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

EH

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made as of this 27th day of September, 2004 by Patrick Industries, Inc., an Indiana corporation, ("Patrick") in favor of Sturgis Iron & Metal Co., Inc., a Michigan corporation, ("Sturgis").

WITNESSETH:

WHEREAS, Sturgis is purchasing the real estate described in Exhibit A from Patrick;

WHEREAS, Sturgis has obtained a Phase II report on the real estate which is attached hereto as Exhibit B;

WHEREAS, Sturgis and Patrick desire to allocate their environmental liabilities for the matters described in Exhibit B;

NOW, THEREFORE, IN CONSIDERATION of One Dollar ($1.00) and other good and valuable consideration, Patrick agrees as follows:

1. Patrick, its successors and assigns agrees to defend, indemnify and hold harmless Sturgis, its directors, officers, and employees, from and against any all judgments, causes of actions, administrative orders, consent agreements and orders, liabilities, including but not limited to any cleanup costs, remediation costs, response costs which Sturgis may incur in relation to the real estate described in Exhibit A which relates to matters described in Exhibit B and for which Patrick is liable pursuant to applicable federal law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, or the Federal Water Pollution Control Act and the related Indiana statutes. In the event of any claim covered hereunder, Sturgis shall promptly notify Patrick, who shall assume defense of the matter at Patrick's expense. Sturgis agrees to cooperate with Patrick in implementing this agreement and any remediation or feasibility studies.
2. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Indiana.
3. No amendment, change or modification of this agreement shall be valid, unless in writing and signed by the party against whom enforcement of the change is sought.
4. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

5. No waiver of a breach of any provision of this agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision.
6. In case any one or more of the provisions of this agreement shall be invalid, illegal or unenforceable in respect, the validity of this agreement and the remaining provisions thereof shall be in no way affected, prejudiced or disturbed thereby.
7. In the event of any dispute between the parties hereto, the substantially prevailing party in any litigation shall be entitled to recover their attorneys' fees from the other party.
8. This agreement cannot be assigned by either party without the prior written consent of the other party.

Dated: 9-7, 2004.

PATRICK INDUSTRIES, INC.

By: _____
Andy L. Nemeth, Secretary

STURGIS IRON & METAL, Co., Inc.

By: _____
Ralph Levin, President

CASE NO. 042001449

EXHIBIT A - LEGAL DESCRIPTION

TRACT I:

A portion of the East One-Half of the Southeast Quarter of Section 7, Township 37 North, Range 5 East, Concord Township, Elkhart County, Indiana, more particularly described as follows:

COMMENCING at the Northwest corner of Concord Avenue, and Fourteenth Street, said point being 50 feet Westwardly from the Southwest corner of Lot Number 118, Elliston Addition to the City of Elkhart, and marked by a 3/4" iron pipe; thence North along the West line of said Fourteenth Street, a distance of 516.12 feet to a 1/2" iron pipe and the point of beginning; thence North 88°09'27" West, a distance of 358.47 feet to a 1" iron pipe; thence North 00°01'25" East, a distance of 312.90 feet to a 3/4" rebar w/cap; thence North 01°40'35" West, a distance of 79.35 feet to a 3/4" rebar w/cap; thence North 05°40'35" West, a distance of 135.45 feet to a 3/4" rebar w/cap; thence North 03°55'25" East, a distance of 58.43 feet to a 3/4" rebar w/cap; thence North 75°02'21" East, a distance of 114.03 feet to a 3/4" rebar w/cap; thence North 75°35'14" East, a distance of 169.23 feet to a 3/4" rebar w/cap; thence South 00°16'00" West, a distance of 45.73 feet to a 3/4" rebar w/cap; thence South 89°44'00" East, a distance of 96.78 feet to a 1" iron pipe, said point being on the West line of said Fourteenth Street; thence South 00°02'51" West, along said West line, a distance of 625.27 feet to the point of beginning.

TRACT II:

Lots Numbered 353 and 354 as the said Lots are known and designated on the recorded Plat of Elliston Addition to the City of Elkhart; said Plat being recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

ALSO, the South Half of the vacated alley lying North of and adjacent to said Lots.

ALSO, all that part of Lot Number 355, as the said Lot is known and designated on the recorded Plat of Elliston Addition to the City of Elkhart, lying South of Wolf Avenue as the said street is now used in the City of Elkhart, Indiana; EXCEPTING THEREFROM the East 189 feet.

Continued on next page

EXHIBIT A - CONT'D

ALSO, EXCEPTING that part of said Lot deeded to the City of Elkhart for alley purposes, and more particularly described in Deed Record 277, page 634. Said Plat being recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

ALSO conveying the North Half of the vacated alley lying North of Lots 353 and 354 in said Addition and South of Lot 355 in said Addition.

ALSO, COMMENCING on the South line of an East-West alley lying between Lots 347-354, inclusive, and Lot 355 in Elliston's Addition to the City of Elkhart, Indiana, at an iron at the Northeast corner of Lot 349 in Elliston's Addition; thence Westwardly along the South line of said alley, 100 feet to the Northeast corner of Lot 351 in Elliston's Addition; thence Northwardly parallel with the West right-of-way line of Thirteenth Street in said City, 12 feet to a point on the North line of said alley, which is the point of beginning; thence Northwardly parallel with the Easterly right-of-way line of Fourteenth Street in said City, 52 feet, more or less, to the South right-of-way line of Wolf Avenue; thence Eastwardly along the South right-of-way line of Wolf Avenue, 16.5 feet; thence Southwardly parallel with the East right-of-way line of said Fourteenth Street, 35.77 feet, more or less, to a point 16.5 feet North of the North right-of-way line of said alley; thence Southeasterly 23.33 feet to a point on the North line of said alley, 167 feet West of the West right-of-way line of Thirteenth Street; thence Westwardly along the North right-of-way line of said alley, 33 feet, more or less to the place of beginning.

ALSO, the West 80 feet of the East 189 feet by parallel lines of that part of Lot Number 355 as the said Lot is known and designated on the recorded Plat of Elliston Addition, which is South of Wolf Avenue, as said street is now used in the City of Elkhart; said Plat being recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

ALSO, Lots Numbered 349, 350, 351 and 352 as the said Lots are known and designated on the recorded Plat of Elliston's Addition, City of Elkhart; said plat being recorded in Plat Book 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

ALSO: Lot Number 300, as the said Lot is known and designated on the recorded Plat of Elliston Addition to the City of

Continued on next page

EXHIBIT A - CONT'D

Elkhart, Indiana; said Plat being recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

ALSO: Lots Numbered 326, 327 and 299, as said Lots are known and designated on the recorded Plat of Elliston Addition to the City of Elkhart, Indiana.

ALSO: Lot Number 329 as the same is known and designated on the recorded Plat of Elliston's First Addition to the City of Elkhart, Indiana; as recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

ALSO: Lot Number 301 as the said Lot is known and designated on the recorded Plat of Elliston's Addition to the City of Elkhart, Indiana; said Plat being recorded in Deed Record 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

ALSO: Ellistons Lots 302, 303 and 304 in Elkhart City Concord Township.

ALSO: Lots Numbered 327 and 328 as the said Lots are known and designated on the recorded Plat of Elliston Addition to the City of Elkhart, said Plat being recorded in Plat Book 111, page 188 in the Office of the Recorder of Elkhart County, Indiana.

END OF EXHIBIT A

Exhibit B

Privileged and Confidential
Attorney Work Product
Attorney-Client Communication

Environmental Resources Management

3352 128th Avenue
Holland, MI 49424-9203
(616) 399-3500
(616) 399-3777 (fax)
http://www.erm.com

ERM

4 August 2004

Mr. John R. Dresser, Esq.
Dresser, Dresser, Haas & Caywood, P.C.
112 South Monroe Street
Sturgis, Michigan 49091

Re: Site Investigation Summary Report
Patrick Paint, 1819 South 14th Street, Elkhart, Indiana

Dear Mr. Dresser:

Environmental Resources Management, Inc. (ERM) performed a site investigation of the above-referenced property consistent with our 23 June 2004 proposal. The objective of the investigation was to obtain site characterization information to assist Sturgis Iron & Metal Co., Inc. (SIM) in its purchase decision. Following is a discussion of the scope of the investigation, investigation methodology, data evaluation, and conclusions.

SCOPE OF INVESTIGATION

Based upon ERM's review of a 3 March 2000 *Phase I Environmental Site Assessment and Limited Compliance Review* prepared by ATC Associates, Inc., ERM selected sampling locations in areas of potential environmental concern. The targeted investigation areas and the borings that addressed these areas are presented in the following table (see Figure 1 in Attachment A for sample locations).

Area of Potential Concern	Boring(s)
Former Roll-Off Hopper (waste paints, solvents)	SB-9, SB-10
Former Outdoor Drum Storage	SB-11, SB-12
Empty Drum Storage Area	SB-3
Discharge Pipes/Depression	NA-groundwater sample only
Paint Room	SB-5, SB-6
Former Wastewater Treatment	SB-4
Wastewater Sludge Storage	SB-16
Waste Caustic Storage	SB-7
Hazardous Waste Storage	SB-7, SB-8
Flammables Building	SB-15
Former Waste Storage	SB-13, SB-14
Former Fuel Oil Tank	SB-2
Stressed Vegetation Area (non-specific)	SB-1
Waste Lubricating Oil/General Storage Area	SB-17

Note: Soil samples from SB-8, -9, -11 and -13 were not submitted for lab analysis

As proposed, at several locations, multiple borings were conducted to increase the probability of locating the areas of concern since precise location information was not available. Soil samples were screened to determine the possible "worst-case" sample for lab analysis from each particular area. Consequently, not all borings had samples collected for laboratory analysis (i.e., soil samples not submitted for analysis include SB-8 at the hazardous waste storage area, SB-9 at the former rolloff area, SB-11 at the former outdoor drum storage area, and SB-13 at the former waste storage area).

Groundwater samples were collected at six locations: TW-1 and TW-2 at the estimated "downgradient" side of the property; TW-3 at the empty drum storage area; TW-4 at the former rolloff storage area and "upgradient" side of the property; TW-5 at the drainage/outfall area; and TW-6 at the northwest side of the property.

INVESTIGATION METHODOLOGY

Borings were advanced with a Geoprobe® drill rig by Paramount Environmental Services of Portage, Indiana. Soil samples were collected continuously for geologic logging and screening with an iso butylene-calibrated photoionization detector (PID). The PID is capable of detecting volatile organic compounds (VOCs), albeit at a higher detection limit than in a laboratory analysis. PID readings were used to select the sample interval for laboratory-analyzed samples. Groundwater samples were collected from temporary wells set within the upper three feet of the water table, which was present at a depth of 15 feet below the natural grade of the site. Boring logs with field observations are presented in Attachment C.

Since there were no indications of potential contamination based on field screening of soil samples (PID readings were all 1 part per million/ppm or less and no visual indications such as staining were noted), all samples selected for laboratory analysis were from 0'-1' below grade, with the exception of SB-17. A coarser rust-colored sand was noted in SB-17 from 3' to 4' below grade, although no indications of contamination were observed. Soils encountered in borings conducted at the site consisted of fine and medium tan sands. At many locations, a trace of black sand/coal fragments was noted just beneath the surface. At SB-1, dried paint residue was noted to a depth of 1 foot beneath the asphalt-paved lot.

Samples collected for laboratory analysis were placed in clean, labeled jars and an iced cooler and transported to e-Lab of Holland, Michigan for analysis under chain-of-custody. Analytical parameters were selected based upon the following rationale:

- Volatile Organic Compounds - associated with solvent, petroleum hydrocarbon and paint usage;
- Polynuclear Aromatic Hydrocarbons (PAHs) - associated with petroleum hydrocarbons and former coal storage;
- Metals - associated with paint wastes, wastewater treatment, electroplating;
- Cyanide - associated with electroplating;
- Polychlorinated Biphenyls (PCBs) - associated with various industrial uses, transformers and other electrical equipment, waste oils, certain paint formulations.

All sampling and analytical methodologies were consistent with U.S. EPA and Indiana Department of Environmental Management (IDEM) protocol.

ANALYTICAL RESULTS

Analytical results are compared to Risk Integrated System of Closures (RISC) cleanup criteria generated by IDEM dated 1 January 2004. Cleanup criteria have been developed for residential and industrial/commercial land uses. The results in Tables 1 (soil) and 2 (groundwater) compare the analytical data for samples collected to both the default residential and industrial closure levels (Attachment B). Residential levels are presented for comparative purposes to levels safe for unrestricted (i.e., residential) land use. The industrial levels are presented for comparative purposes to levels safe for industrial land use. Comparison to residential criteria is made since these are the levels above which a property could be considered contaminated. The laboratory report is included in Attachment D.

Soil Data Evaluation

Exceedances of criteria (residential and/or industrial) were noted in SB-1, SB-3, SB-4, SB-12, SB-14, and SB-17. PCB data is not presented in Table 1 since none were detected.

SB-1: indications of paint waste were noted in this boring just beneath the surface; the metals arsenic, cadmium, hexavalent chromium, lead and zinc were detected above criteria;

SB-3: this boring was conducted in the former empty drum storage area; arsenic, lead and naphthalene were detected above criteria; none, however, exceeded industrial criteria;

SB-4: this boring was conducted in the former wastewater treatment area; arsenic was detected above criteria; however, the level was below industrial criteria;

SB-12: this boring was conducted in the former drum storage area; arsenic, benzene, benzo(a)pyrene and dibenzo(a,h)anthracene were detected above criteria; other hydrocarbons (VOCs and PAHs) were also detected but at levels below residential criteria;

SB-14: this boring was conducted in the former waste storage area; arsenic, trichloroethylene (TCE), and benzo(a)pyrene were detected above criteria; and

SB-17: this boring was conducted in the former oil storage area; lead and TCE were detected above criteria.

Groundwater Data Evaluation

As indicated in Table 2, exceedances of criteria (residential and/or industrial) were noted in TW-4 and TW-6. The common industrial solvents TCE and tetrachloroethylene (PCE) were detected in these groundwater samples (TCE only in TW-4). Metals and PAHs were not detected in groundwater at concentrations exceeding the criteria, which indicates that these soils containing these parameters are not leaching through the soil column to underlying groundwater to a significant degree (due in part to the presence of the building/pavement).

CONCLUSIONS

Following are ERM's conclusions from the site investigation:

1. Groundwater is contaminated with trichloroethylene (TCE), a common industrial solvent and degreaser. TCE was detected at TW-4 and TW-6. Some or all of the TCE could be migrating onto the property from an upgradient site (estimated groundwater flow

direction is northerly). Another common industrial solvent tetrachloroethylene was also detected in TW-6 at concentrations above criteria, and since this compound was not detected in TW-4, it may have been released on the subject property.

2. Soil samples collected from the subject property indicate TCE and benzene are present at concentrations exceeding criteria at several locations. The data suggests releases occurred to soil in the former waste storage area (SB-14), waste lubricating oil/ general storage area (SB-17), outside drum storage areas (SB-3 and -12), and the former waste dumpster area (SB-10/TW-4). Several metals and PAH compounds were also detected. Evidence of paint solids was noted in SB-1, where elevated metals were detected. No other waste materials or evidence of spills/releases were noted by ERM.

3. Although response activities (i.e., actions undertaken to reduce the contaminant concentrations and/or exposure risks) would be necessary to address the identified contaminants to levels that would require no further action by IDEM, there does not appear to be any current unacceptable risk for industrial use of the property. This is based upon the asphalt cover at SB-1 where direct contact risk levels are exceeded, the lack of groundwater use/consumption, and the lack of a threat to indoor air from volatilization of subsurface VOC-impacted soils. However, the source of the VOC impact has not been defined and higher concentrations may be present. Further investigation would be necessary to determine the necessary response activities to meet the IDEM cleanup criteria.

Please feel free to contact me at (616) 738-7340 if you have any questions regarding the proposed work. We appreciate the opportunity to be of service to you.

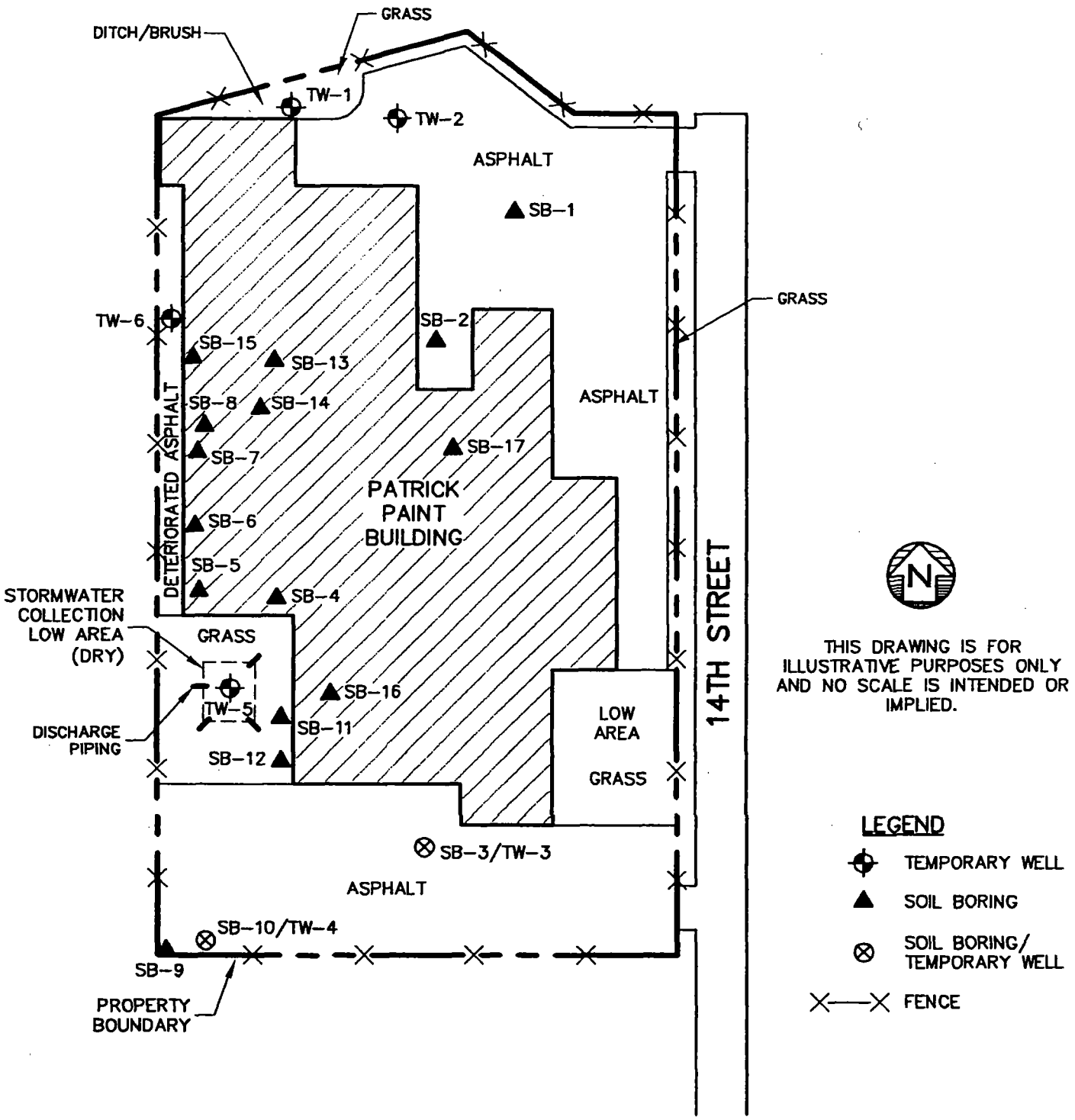
Sincerely,

Thomas P. O'Connell, P.E.
Principal-in-Charge

TPO:rmv
cc: File

Attachment A
Figure 1

SITE MAP WITH SAMPLING LOCATIONS



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FAK 7/12/04	**STURGIS IRON AND METAL CO.** PATRICK PAINT SITE 1819 14TH STREET, ELKHART, INDIANA	CADD Review RMK
ERM.	Environmental Resources Management	CHK'D
		0019369
		FIGURE 1

Attachment B
Tables

Table 1 Soil Analytical Data Summary
Patrick Paint Site, 1819 14th Street, Elkhart, Indiana

Analyte	RISC Default Industrial Closure Levels[(A)]	RISC Default Residential Closure Levels[(A)]	SB-1 (0-1') 07/07/2004	SB-2 (0-1') 07/07/2004	SB-3 (0-1') 07/07/2004	SB-4 (0-1') 07/07/2004	SB-5 (0-1') 07/07/2004	SB-6 (0-1') 07/07/2004	SB-7 (0-1') 07/07/2004	SB-10 (0-1') 07/07/2004	SB-12 (0-1 07/08/200	
Metals (mg/kg):												
Aluminum	NA	NA	8,900	3,900	8,400	7,800	5,000	5,900	5,500	6,100	4,200	
Arsenic	20	3.9	88	2.5	8.2	5.1	2.1	2.5	2.5	2.2	12	
Cadmium	77	7.5	8.4	0.16	1.80	0.08	0.11	0.41	0.07	0.44	0.92	
Chromium, Hexavalent	120	38	56	0.61	2.2	< 0.53	1.0	2.1	0.74	0.69	1.3	
Chromium, Trivalent	10,000	10,000	< 0.59	9.3	14	11	14	11	6.7	8.1	5.0	
Copper	2,700	920	24	9.6	42	12	8.2	32	11	150	30	
Lead	230	81	700	17	100	8.1	23	23	6.6	75	48	
Magnesium	NA	NA	4,600	3,600	710	1,300	1,300	2,100	3,100	7,000	3,000	
Mercury	32	2.1	0.08	0.02	0.10	< 0.011	0.02	< 0.0092	< 0.016	0.01	0.03	
Nickel	2,700	950	32	7.50	13	11	21	8.1	9.3	10	9.2	
Silver	87	31	< 0.27	< 0.25	< 0.26	< 0.23	< 0.24	< 0.23	< 0.22	< 0.23	< 0.2	
Zinc	10,000	10,000	14,000	< 0.51	< 0.53	< 0.45	< 0.48	< 0.46	< 0.45	< 0.45	< 0.4	
VOCs (ug/kg):												
Benzene	350	34	< 54	< 43	< 57	< 43	< 43	< 44	< 43	< 43	57	
Chloroform	1,200	470	< 54	< 43	< 57	< 43	< 43	< 44	< 43	< 43	96	
Ethylbenzene	160,000	13,000	< 54	< 43	< 57	< 43	< 43	58	< 43	< 43	21	
m,p-Xylene	NA	NA	< 80	< 64	< 86	< 64	< 65	< 66	< 64	< 65	95	
o-Xylene	NA	NA	< 54	< 43	69	< 43	< 43	98	< 43	< 43	80	
Toluene	240,000	12,000	< 54	< 43	< 57	< 43	< 43	< 44	< 43	< 43	2,0	
Trichloroethene	82	57	< 54	< 43	< 57	< 43	< 43	< 44	< 43	< 43	<	
Xylenes, Total	170,000	170,000	< 120	< 96	< 130	< 96	< 97	< 99	< 97	< 97	1,	
PAHs (ug/kg):												
Acenaphthene	1,200,000	130,000	17	< 5.0	34	< 5.4	< 4.9	< 5.5	< 5.5	11	3	
Acenaphthylene	180,000	18,000	< 35	< 15	39	< 16	< 15	< 16	< 17	30		
Anthracene	51,000	51,000	130	< 10	130	< 11	< 9.8	< 11	< 11	33	2	
Benzo(a)anthracene	15,000	5,000	750	29	220	< 11	160	36	130	150	2	
Benzo(a)pyrene	1,500	500	400	31	190	< 11	90	74	100	240	1	
Benzo(b-k)fluoranthene[1]	15,000	5,000	430	65	410	< 22	150	120	110	500	3	
Benzo(g,h,i)perylene	16,000	16,000	140	21	70	< 11	55	18	25	77		
Chrysene	25,000	25,000	360	22	45	< 5.4	< 4.9	40	30	< 5.3		
Dibenzo(a,h)anthracene	1,500	500	< 120	< 10	41	< 11	18	< 11	< 11	41		
Fluoranthene	880,000	880,000	240	32	640	< 16	94	47	53	180	6,	
Fluorene	1,100,000	170,000	35	< 10	32	< 11	< 9.8	< 11	13	19	380	
Indeno(1,2,3-cd)pyrene	3,100	3,100	130	18	74	< 11	46	18	21	90	1,700	
2-Methylnaphthalene	210,000	16,000	200	39	1,100	< 11	< 9.8	34	12	28	390	
Naphthalene	170,000	700	110	90	1,200	< 16	< 15	18	< 17	23	450	
Phenanthrene	170,000	13,000	450	47	540	< 27	61	90	89	280	2,900	96
Pyrene	570,000	570,000	1,100	50	270	< 16	220	70	93	310	3,800	1,900
Cyanide(mg/kg)												
Total[2]	9.6	0.94	< 0.59	< 0.53	< 0.57	< 0.53	< 0.50	< 0.52	< 0.54	< 0.51	< 0.55	< 0.53

Notes:

For simplification, only compounds detected at one or more locations are shown on this table. For full list of compounds analyzed see laboratory analytical reports.

(A) - From RISC Technical Guide Table A–Default Closure Table–January 1, 2004.

Shaded Values Exceed RISC Default Residential Closure Levels

Red-text values exceed RIS Default Industrial Closure Levels

1 Closure Levels are for Benzo(b)fluoranthene, results are for Benzo(b+k)fluoranthene

2 Closure Levels are for Free Cyanide, Sample results are for Total Cyanide

NA - Criteria Not Available

Ta 2 Groundwater Analytical Data Summary
Patrick Paint Site, 1819 14th Street, Elkhart, Indiana

Analyte	RISC Default Industrial Closure Levels(A)	RISC Default Residential Closure Levels(A)	TW-1 (11-16') 07/08/2004	TW-2 (15-16') 07/07/2004	TW-3 (14.5-18') 07/07/2004	TW-4 (15-18') 07/07/2004	TW-5 (9.5-12') 07/08/2004	TW-6 (15-18') 07/08/2004
Metals (mg/L)								
Chromium[1]	0.31	0.10	< 0.0020	0.0026	< 0.0020	< 0.0020	< 0.0020	< 0.0020
Copper	3.8	1.30	< 0.0010	0.0052	0.0013	0.0014	0.003	0.002
Cyanide, Total[2]	2.0	0.20	0.013	0.0078	< 0.0050	0.025	< 0.0050	< 0.0050
Magnesium	NA	NA	13	18	19	17	8.8	23
Nickel	2.0	0.73	0.031	< 0.025	< 0.025	< 0.025	< 0.025	< 0.025
VOCs (ug/L)								
Tetrachloroethene	55	5.0	< 1.0	< 1.0	< 1.0	< 1.0	< 1.0	7.4
Trichloroethene	7.2	5.0	< 1.0	< 1.0	< 1.0	22	< 1.0	27
PAHs (ug/L)								
Acenaphthene	4,200	460	< 0.25	6.9	< 0.25	< 0.25	< 0.25	< 0.26
Fluoranthene	210	210	< 0.50	6.7	< 0.50	< 0.50	< 0.50	< 0.51
Cyanide(mg/L)								
Total[2]	2.0	0.20	0.013	0.0078	< 0.0050	0.025	< 0.0050	< 0.0050

Notes:

For simplification, only compounds detected at one or more locations are shown on this table. For full list of compounds analyzed see laboratory analytical reports.

(A) - From RISC Technical Guide Table A--Default Closure Table--January 1, 2004.

1 Closure Levels are for Hexavalent Chromium, Sample results are for total Chromium

2 Closure Levels are for Free Cyanide, Sample results are for Total Cyanide

Shaded Values Exceed RISC Default Residential Closure Levels

Red text values exceed RIS Default Industrial Closure Levels

NA - Criteria Not Available

Privileged and Confidential
Attorney Work Product
Attorney-Client Communication

4 August 2004

Mr. John R. Dresser, Esq.
Dresser, Dresser, Haas & Caywood, P.C.
112 South Monroe Street
Sturgis, Michigan 49091

ERM

Re: Patrick Paint, 1819 South 14th Street, Elkhart, Indiana

Dear Mr. Dresser:

As a follow-up to our 4 August 2004 Site Investigation Letter Report, Environmental Resources Management, Inc. (ERM) is pleased to submit this proposed scope of work for undertaking additional site investigation at the property referenced above. The objective of the additional investigation is to further characterize areas of concern based on the initial investigation, and to identify contaminant source areas. This information would be used to prepare an estimate of response activities required to meet site Indiana Department of Environmental Management (IDEM) cleanup criteria. Following is a discussion of the areas of concern, our proposed scope of services, cost estimate and schedule for project execution.

The following locations were noted to have contaminant concentrations exceeding IDEM criteria. The recommendations for each area are also presented.

SB-1: Indications of paint waste were noted in this boring just beneath the surface; the metals arsenic, cadmium, hexavalent chromium, lead and zinc were detected above criteria.

Recommendation: Advance four soil borings around SB-1 to define the extent of paint waste. Since this can be accomplished visually, lab analysis will be minimized. Two soil samples will be collected from beneath the paint waste to determine if the underlying soil has been impacted. Deeper samples would also be collected but held in the lab for possible analysis pending the results of the upper samples. Lab analysis would include the metals of concern and PAHs.

SB-3: This boring was conducted in the former empty drum storage area; arsenic, lead and naphthalene were detected above criteria; none, however, exceeded industrial criteria.

Recommendation: Advance three soil borings around SB-3 to define the arsenic and PAH affected soils. Deeper samples would also be collected but held in the lab for possible analysis pending the results of the upper samples. Lab analysis would include three soil samples for the metals of concern, VOCs and PAHs.

SB-4: This boring was conducted in the former wastewater treatment area; arsenic was detected above criteria; however, the level was below industrial criteria.

Recommendation: Since arsenic was the only parameter detected above criteria and there were no indications of VOC or SVOC impact, no further assessment is recommended in this area.

SB-12: This boring was conducted in the former drum storage area; arsenic, benzene, benzo(a)pyrene and dibenzo(a,h)anthracene were detected above criteria; other hydrocarbons (VOCs and PAHs) were also detected but at levels below residential criteria.

Recommendation: Advance three soil borings around SB-12 to further define the extent of affected soils. Deeper samples would also be collected but held in the lab for possible analysis pending the results of the upper samples. Lab analysis would include three soil samples for the metals of concern, VOCs and PAHs.

SB-14: This boring was conducted in the former waste storage area; arsenic, trichloroethylene (TCE), and benzo(a)pyrene were detected above criteria.

Recommendation: Advance three soil borings around SB-14 to further define the extent of affected soils. Deeper samples would also be collected but held in the lab for possible analysis pending the results of the upper samples. Lab analysis would include three soil samples for the metals of concern, VOCs and PAHs.

SB-17: This boring was conducted in the former oil storage area; lead and TCE were detected above criteria.

Recommendation: Advance four soil borings around SB-17 to further define the extent of affected soils. Deeper samples would also be collected but held in the lab for possible analysis pending the results of the upper samples. Lab analysis would include four soil samples for the metals of concern and VOCs.

With respect to groundwater contamination, the chlorinated solvents detected tend to sink in an aquifer. Therefore, vertical aquifer profiling at three locations is recommended (near TW-4, TW-6 and north of SB-1). Profiling will consist of collecting samples at depths of approximately 7'-10' and 15'-18' into the aquifer. A total of six samples plus one shallow sample at the location north of SB-1 would be analyzed for VOCs. The vertical profiling data may also provide information regarding whether the source of the TCE is from an upgradient off-site location.

Borings would be completed with a pick-up mounted Geoprobe® drill rig using the same methodologies used during the initial investigation.

Following receipt of the analytical results, a report of findings would be prepared along with order-of-magnitude cost estimates to address the identified contamination.

ESTIMATE OF PROBABLE COST AND PROPOSED TERMS

The estimated probable cost to perform the proposed scope of work described above is $12,500. This cost is based on an estimated 2 days of field sampling and a 5-day laboratory turnaround. A cost breakdown is provided below.

Task	Details	Estimated Cost
1	Project Coordination	$500
2	Field Investigation • Geoprobe Drill Rig (2 days), Supplies • ERM Oversight, Sample Collection	$4,500
3	Laboratory Analyses	$6,000
4	Data analysis, Report Preparation	$1,500
	TOTAL ESTIMATED PROBABLE COST	$12,500

ERM would invoice for these services on a time-and-materials basis. Only those costs incurred by ERM will be charged, but they will not exceed the estimated probable cost without your prior approval. To avoid misunderstanding, it should be emphasized that the estimated probable cost is a budget estimate, based upon our present knowledge of the project, which is believed sufficient to cover the services described herein, but no guarantee is made or implied with respect to the actual cost of performing the project. The project budget assumes normal drilling conditions will be encountered, that access will be readily available to the proposed sampling locations, and that the concrete floor can be penetrated with the Geoprobe® rig. If abnormal

drilling conditions are encountered, you would be contacted to discuss implications to the budget. This project will be governed by ERM's November 1999 General Terms and Conditions, a copy of which is attached.

An Authorization Form is included with this proposal. If you would like us to perform the work as proposed, please sign and return the form to acknowledge your acceptance of our proposal and the attached Terms and Conditions. Unless otherwise instructed by you, the return of this Authorization Form will serve as our necessary authorization to proceed.

Please feel free to contact me at (616) 738-7340 if you have any questions regarding the proposed work. We appreciate the opportunity to be of service to you.

Sincerely,

Thomas P. O'Connell, P.E.
Principal-in-Charge

TPO:rmv
cc: File

A. U.S.DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

B.TYPE OF LOAN

1. [ ]FHA 2. [ ]FMHA 3. [ ]CONV. UNINS.
4. [ ]VA 5. [ ]CONV. INS.

6. FILE NUMBER: 042001449

7. LOAN NUMBER:

8. MTG. INS. CASE NO.:

NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

D. NAME OF BORROWER: STURGIS IRON AND METAL CO., INC.

ADDRESS:

E. NAME OF SELLER: Patrick Industries, Inc.

ADDRESS: SELLER TIN:

F. NAME OF LENDER:

ADDRESS:

G.PROPERTY LOCATION: Lot 349-352 ELLISTON ADDN (ALSO LTS 327-329 & 353-355)
1800, 1819 South 14th Street Elkhart IN 46517

H. SETTLEMENT AGENT: Century Title Services, LLC CLOSER: OUTSIDE CLOSING PHONE NUMBER: (574) 293-2341
ADDRESS: 401 W. High Street
Elkhart, Indiana 46516 SETTLEMENT AGENT TIN: 35-1431729

PLACE OF SETTLEMENT: Century Title Services, LLC PHONE NUMBER: (574) 293-2341
ADDRESS: 401 W. High Street
Elkhart, Indiana 46516

I.SETTLEMENT DATE
Closing date: 09/07/04
Proration date: 09/07/04

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	1,100,000.00	401. Contract sales price	1,100,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower(line 1400)	185.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	1,100,185.00	420. GROSS AMOUNT DUE TO SELLER:	1,100,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit(see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller(line 1400)	2,250.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01/04 to 09/07/04	28,358.70	511. County taxes 01/01/04 to 09/07/04	28,358.70
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515. 2003 Payable 2004	41,517.14
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:	28,358.70	520. TOTAL REDUCTION IN AMOUNT:	72,125.84
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower(line 120)	1,100,185.00	601. Gross amount due to seller(line 420)	1,100,000.00
302. Less amounts paid by/for borrower(line 220)	28,358.70	602. Less total reductions in amount due seller(line 520)	72,125.84
303. CASH [X FROM] [TO] BORROWER:	1,071,826.30	603. CASH [X TO] [FROM] SELLER:	1,027,874.16

SUBSTITUTE FORM 1099 SELLER STATEMENT-The information contained in Blocks E,G,H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION-If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Three Rivers Title Company, Inc. with your correct taxpayer identification number.

If you do not provide Three Rivers Title Company, Inc. with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Andy Lineweth, Secretary

Seller

File 042001449

L. SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISION Based on $ @ %=			
Division of Commission (line 700) as follows:			
701. $	to		
702.	to		
703. Commission paid at settlement			
704.			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.			
801. Loan Origination fee	%		
802. Loan Discount	%		
803. Appraisal fee	to		
804. Credit Report	to		
805. Lender's inspection fee	to		
806. Mortgage Insurance application fee	to		
807. Assumption Fee	to		
808.	to		
809.	to		
810.	to		
811.	to		
812.	to		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.			
901. Interest from to @$ /day			
902. Mortgage insurance premium for mo. to			
903. Hazard insurance premium for yrs. to			
904. yrs. to			
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance	mo.@$ per mo.		
1002. Mortgage insurance	mo.@$ per mo.		
1003. City property taxes	mo.@$ per mo.		
1004. County property taxes	mo.@$ per mo.		
1005. Annual assessments (Maint.)	mo.@$ per mo.		
1006.	mo.@$ per mo.		
1007.	mo.@$ per mo.		
1008.			
1100. TITLE CHARGES:			
1101. Settlement or closing fee	to CENTURY TITLE SERVICES, LLC	150.00	150.00
1102. Abstract or title search	to		
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fee	to		
1107. Attorney's fee to	to		
(includes above items No.:			
1108. Title insurance	to CENTURY TITLE SERVICES, LLC		2,100.00
(includes above items No.:)			
1109. Lender's coverage	$		
1110. Owner's coverage 1,100,000.00	$ 2,100.00		
1111.	to		
1112.	to		
1113.	to		
1114.	to		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording fees: Deed $	Mrtg $ Rel. $		
City/county tax/stamps: Deed $	Mrtg $		
1203. State tax/stamps: Deed $	Mrtg $		
1204.	to		
1205.	to		
1206. Recording and Service Fees	to CENTURY TITLE SERVICES, LLC	35.00	
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey	to		
1302. Pest inspection	to		
1303.	to		
1304.	to		
1305.	to		
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)		185.00	2,250.00

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Ralph Lewis, PRESIDENT
Borrowers

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Edward W Hardy
Settlement Agent

Date 9-7-04

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

SALES DISCLOSURE FORM

State Form 46021 (R3/1-00)
Approved by State Board of Accounts, 2000
Prescribed by the State Board of Tax Commissioners, 1999
Pursuant to IC 6-1.1-5.5

Part 1 - To be completed by BUYER and SELLER (*see instructions on reverse side*)

SELLER

First name(s)	M.I.(s)	Last name(s)
Patrick Industries, Inc.		

Address (*number and street*)	Primary residence?
1800 S. 14th Street	☐ Yes ☒ No

City, Town or Post Office	State	ZIP code
Elkhart.	IN	46516

BUYER

First name(s)	M.I.(s)	Last name(s)
Sturgis Iron & Metal Co., Inc.		

Address (*number and street*)	Primary residence?
1514 W. Lusher Ave.	☐ Yes ☐ No

City, Town or Post Office	State	ZIP code
Elkhart	IN	46516

Send tax bills and notices to this address? ☐ Yes ☒ No

If no, provide mailing address (*number and street, city, state, ZIP code*) P.O. Box 579, Sturgis, Mi. 49091

PROPERTY TRANSFERRED

Street address: 1800 & 1819 S. 14th St., 1313 Wolf Ave. and vacant land

City, Town or Post Office	State	ZIP code
Elkhart	IN	46516

County	Township	School Corporation Name
Elkhart	Concord	Elkhart

EXEMPT TRANSACTIONS (*see instructions on reverse side*)

Exempt Transaction? ☐ Yes ☒ No

If yes, specify the number of the exemption. (*see "Exempt Transactions" on reverse side*)

SALES INFORMATION

DATE OF SALE

Month		Day		Year			
0	9	0	7	2	0	0	4

1. Total sales price	$ 1,100,000
2. Seller paid points	$ (-0-)
3. Net sales price (*line 1 minus line 2*)	$ 1,100,00

Check ALL of the following conditions that apply to this sale.

☒ Transfer of entire parcel ☒ Purchase of adjoining land ☐ Vacant land ☐ Exchange for other real property (*"Trade"*)

☐ Seller provided financing ☐ Mobile home ☐ Condominium ☐ Split(s)

☐ Existence of family or business relationship between buyer and seller ☐ Personal property included in transfer (*Estimated value $*_____)

Describe any unusual or special circumstances related to this sale, including the specification of any less-than-complete ownership interest, and the terms of any seller financing.

PART 2 - To be completed by COUNTY AUDITOR (*see instructions on reverse side*)

County Auditor must verify and complete the following information:

☐ Buyer and Seller Information ☐ Sales price ☐ Parcel / Key number _____

☐ Address of property transferred ☐ Conditions of sale ☐ School corporation number _____

:te of sale/transfer ☐ Warranty deed? ☐ YES ☐ NO

PART 3 - To be completed by COUNTY ASSESSOR (*see instructions on reverse side*)

County Assessor must verify and complete the following information:

☐ Significant physical changes to property between March 1 and date of sale

☐ Current property record card attached

☐ Property class / use code _____

ASSESSED VALUE (AV) INFORMATION

AV LAND	$
AV IMPROVEMENT(S)	$
AV TOTAL	$

PART 4 - Signature and Verification Section (*see instructions on reverse side*)

The parties to a real property conveyance are required to file this form and attest in writing and under the penalties of perjury that the information contained herein is true and correct. A person who knowingly and intentionally falsifies or omits any information required on this form commits a Class A infraction.

Under penalties of perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5, "Real Property Sales Disclosure Act."

Signature of Seller or representative	Telephone number	Date signed (*month, day, year*)
[illegible] VP Finance	574-294-7511	9/7/04
Signature of Buyer or representative	**Telephone number**	**Date signed (*month, day, year*)**
Ralph Levin, President	574-295-0155	9/7/04

CASE NO. 042001449

VENDOR'S AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF Elkhart)

Andy L. Nemeth the Secretary of Patrick Industries, Inc., an Indiana corporation, and, being first duly sworn state[s] that Patrick Industries, Inc., an Indiana corporation, and (hereinafter referred to, jointly and severally, as "Vendor") is/are this day conveying to STURGIS IRON AND METAL CO., INC. (hereinafter referred to, jointly and severally, as "Purchaser"), by Warranty deed, the following described Real Estate located in Elkhart County, Indiana:

SEE EXHIBIT "A" ATTACHED

and commonly known as 1800, 1819 South 14th Street, Elkhart, IN 46517 (hereinafter referred to as "Real Estate").

In connection with the sale of the Real Estate, Vendor has furnished Purchaser with a commitment for an owner's policy of title insurance for the Real Estate under date of August 19th, 2004, issued by as number 042001449.

Vendor has an indefeasible estate in fee simple in the Real Estate; and the Real Estate is free and clear of every kind or description of lien, lease or encumbrance except the following:

1. Easements, agreements and restrictions of record disclosed in said commitment.

2. Current taxes not delinquent.

3. Whatever matters affecting the Real Estate, if any, are disclosed in the above deed.

Vendor has not executed, or permitted anyone in Vendor's behalf to execute, any conveyance, mortgage, lien, lease, security agreement, financing statement or encumbrance of or upon the Real Estate or any fixtures attached thereto, except as stated above, which is now outstanding or enforceable against the Real Estate. Vendor has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser, and Vendor has not given to any person an option to purchase all or any part of the Real Estate, which is enforceable or exercisable now or at any time in the future. There are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed. The improvements upon the Real Estate are all located entirely within the bounds of the Real Estate, and there are no encroachments thereon. There are no existing violations of zoning ordinances or other restrictions applicable to the Real Estate.

There is no judgment of any court of the State of Indiana or of any court of the United States that is or may become a lien on the Real Estate. No petition for bankruptcy has been filed by or against Vendor within the last six months, nor is any petition now pending with respect to Vendor for bankruptcy, insolvency or incompetency. Vendor is neither principal nor surety on any bond payable to the State of Indiana.

The Real Estate is now in possession of Patrick Industries, Inc., an Indiana corporation, and as owner(s) and no other person has a right to possession or claims possession of all or any part of the Real Estate. Vendor will deliver possession of Real Estate to Purchaser on or before September 7, 2004, free and clear of any right or claim of any person to the possession of the Real Estate except none.

Vendor is not acting, directly or indirectly, in any capacity whatsoever for any foreign country or national thereof,

CASE NO.042001449

and Vendor is
a corporation duly in good standing under the laws of Indiana, and the persons executing this affidavit and the deed on behalf of Vendor are duly elected officers of Vendor and have been fully empowered by proper resolution of the Board of Directors of Vendor to execute and deliver this affidavit and the deed; and Vendor has full corporate capacity to convey the real estate described herein and all necessary corporate action for making of such conveyance has been taken and done.

Vendor intends that each of the statements made herein shall be construed as a representation; each of the representations is made for the purpose of inducing Purchaser to purchase the Real Estate; and each of the representations, whether construed jointly or severally, is true. Vendor expressly authorizes Purchaser and all other persons to rely on such representations.

Patrick Induistries, Inc.
AN Indiana Corporation

BY VP FINANCE
ARL. NEMETH

SWORN TO AND SUBSCRIBED before me by said Affiant before me, a Notary Public in and for said County and State this 7th day of September, 2004.

Edward W Hardig Jr.
Notary Public
A Resident of St. Jospeh Co., IN

My Commission Expires:

NOTARY PUBLIC SEAL STATE OF INDIANA
EDWARD W. HARDIG, Jr, Notary Public
A Resident of St. Joseph County, IN
My Commission Expires: 05-24-2008

EXHIBIT 5

Listing Broker (Co.) A Progressive Realty (95) By Steve Stose (2487)
office code individual code
Selling Broker (Co.) A Progressive Realty (95) By Steve Stose (2487)
office code individual code

PURCHASE AGREEMENT
COMMERCIAL-INDUSTRIAL REAL ESTATE

A. PARTIES: Rick & Nona Hollar ("Seller") agrees to sell and convey to RII, LLC or its Assignee entity ("Buyer") and Buyer agrees to buy from Seller the following property for the consideration and subject to the following:

B. PROPERTY: The property is commonly known as 1631 Oakland in Concord Township, Elkhart County, Elkhart, Indiana, including all buildings and permanent improvements and fixtures attached owned by Seller; all privileges, easements and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, rights-of-way, leases, rents, security deposits, licenses and permits with respect to the property, trade name, and warranties or guaranties relating to the property being sold, and any personal property specified herein; all of the above referred to as the "Property," the legal description of which is ☒ (attached as Exhibit "A") ☐ (described as follows): _____; subject to exact determination by survey pursuant to Paragraph J.

The following items of personal property are INCLUDED in the sale: -0-

All other personal property and the following additional items are EXCLUDED from the sale: -0-

C. PRICE: The purchase price shall be Four Hundred Thousand Dollars ($ 400,000.00), payable ☒ (in cash at closing) ☐ (in accordance with the terms and conditions in this Agreement).

D. EARNEST MONEY: Buyer submits $ 10,000.00 as Earnest Money to be held by A Progressive Realty Steve Stose as Escrow Agent, upon execution of this Agreement by both parties. The Earnest Money shall be applied to the purchase price at closing unless returned to Buyer, released to Seller, or otherwise disbursed in accordance with this Agreement. The Escrow Agent is not a party to this Agreement and does not assume or have any liability for performance or non-performance of any party. Before the Escrow Agent has any obligation to disburse the Earnest Money in the event of dispute, Escrow Agent has the right to require from all parties a written release of liability of the Escrow Agent, termination of the Agreement and authorization or court order to disburse the Earnest Money.

E. ADDITIONAL PROVISIONS: Buyers possession to be within 60 days after closing

"May" be part of a 1031 Tax Exchange

Included in this Agreement are the following addenda: **(Place an "X" on the appropriate line or lines)**

X Financing Addendum	____ Feasibility Study Addendum
____ Leased Property Addendum	____ Exchange Addendum
X Zoning/Governmental Approval Addendum	____ Representations & Warranties of Seller Addendum
____ Alternative Dispute Resolution Addendum	____ Lead-Based Paint Disclosure Addendum
____ Addendum to Purchase Agreement	

F. CLOSING: The closing of the sale shall take place at ☒ (the Title Company) ☐ (Meridian Title Elkhart IN) on or before February 24, 2005 or within ____ days after the end of the Due Diligence Period, whichever is later, (the "Closing Date") or this Agreement shall terminate unless the Closing Date is changed in writing by Seller and Buyer, or otherwise extended pursuant to this Agreement.

G. POSSESSION: The possession of the Property shall be delivered to Buyer, subject to the rights of tenants in possession, if any, in its present condition, ordinary wear and tear excepted, on the Closing Date. Seller shall maintain the Property, including fixtures, equipment and any included personal property in its present condition until possession is delivered to Buyer.

_____ (office use only)

gressive Realty 23929 US 33 East Elkhart, IN 46517
(574) 875 - 5149 Fax: (574) 875 - 6002 Deborah Kauffman Stose

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035, (800) 383-9805

H. **REAL ESTATE TAXES: (Check paragraph 1, 2, or 3 below)**

☒ 1. **Current Year (Lien Basis in Arrears) Indiana Customary Proration:** The taxes assessed for the current year, due and payable in the year following closing, shall be prorated between Seller and Buyer on a calendar year basis as of the day immediately prior to the Closing Date. All taxes assessed for any prior calendar year and remaining unpaid shall also be paid by Seller.

☐ 2. ~~**Prior Year (Cash Basis) Proration When Taxes Are Paid:** The taxes assessed for the year prior to closing, due and payable during the year of closing, shall be prorated between Seller and Buyer on a calendar year basis as of the day immediately prior to the Closing Date. Buyer shall be responsible for all taxes assessed for the current year due and payable in the year following closing.~~

☐ 3. ~~**Installment Basis:** Buyer will assume and pay all taxes on the Property beginning with the tax installment due and payable on _____, _____, and all taxes due thereafter. Seller shall pay all taxes for the Property due and payable before such tax installment not assumed by Buyer.~~

For Purposes of 1, 2, and 3 above:

(A) If the tax rate or assessment for taxes assessed or payable in the year of closing has not been determined as of the Closing Date, the assessment or rate shall be assumed to be the same as the most recent assessment or rate.

(B) Taxes which are Seller's responsibility and not yet due as of the Closing Date shall be credited against the purchase price or cash portion thereof payable by Buyer at closing, and Seller shall have no further liability for such taxes.

(C) All taxes due and payable on or prior to the Closing Date shall be paid at or before closing and charged at closing to the responsible party.

(D) Buyer shall have the right to assume control and responsibility of all real estate tax appeals, and any rebates, refunds or credits shall be prorated between Seller and Buyer as of the Closing Date.

(NOTE: The succeeding year's tax bill for recently constructed buildings or following reassessment periods may greatly exceed the last tax bill available to the closing agent.)

I. **INSURANCE AND RISK OF LOSS:** Seller shall maintain replacement cost (if available) or actual cash value "all risk" insurance on the Property through the Closing Date. Seller's insurance shall be canceled as of the Closing Date and Buyer shall provide its own insurance thereafter. Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any damage or destruction is not fully repaired prior to closing, Buyer, at its option, may either terminate this Agreement or elect to close the transaction, in which event Seller's right to all insurance proceeds not yet applied to repair of the damage or destruction shall be assigned in writing by Seller to Buyer at closing. Seller shall reimburse Buyer at closing for any insurance deductible.

J. **CONDITIONS TO CLOSING:** Buyer's obligations under this Agreement are conditioned upon satisfaction of each of the following items which are for the Buyer's benefit and may be waived by Buyer at Buyer's sole discretion within 7 days from the last date between Seller and Buyer of this Agreement or any counter-offers (the "Due Diligence Period").

1. **Title Commitment:** A commitment for title insurance (the "Commitment") issued by a reputable title insurance company selected or approved by Buyer (the "Title Company") showing marketable title in Seller's name shall be ordered by ☒ **(Seller)** ☐ **(Buyer)** promptly upon acceptance of this Agreement and shall be delivered to Buyer within 14 days after Acceptance. At Buyer's request, legible copies of all recorded instruments affecting the Property ~~or noted as exceptions in the Commitment~~ shall also be delivered.

2. **Survey:** A survey shall be ordered promptly upon acceptance of this Agreement and shall be furnished at ☐ **(Seller's)** ☒ **(Buyer's)** expense within _____ days after _____. It shall be prepared by a licensed Indiana surveyor selected or approved by Buyer, shall comply with requirements for ALTA Surveys, including optional requirements from Table A, shall reflect whether the Property is located in a designated flood zone area and shall be certified to Buyer, the Title Company and Buyer's lender.

3. **Title and Survey Approval:** If Buyer has an objection to items disclosed in the Commitment or the survey, Buyer shall make written objections to Seller within 14 days after receipt of both the Commitment and survey. Upon the expiration of such period, any item not objected to by Buyer or subsequently approved by Buyer in writing shall be deemed a permitted exception ("Permitted Exception"). If Buyer makes objections, Seller shall have thirty (30) days from the date the objections are made to cure the same, and the Closing Date shall be extended, if necessary. Seller agrees to utilize its best efforts and reasonable diligence to cure any objections, but only to the extent necessary to convey marketable title. If the objections are not satisfied within the time period, Buyer may either terminate this Agreement and receive a refund of the Earnest Money or waive the unsatisfied objections and close the transaction.

4. **Inspections: (Check paragraph (A) and/or (B) or paragraph (C) below)** Unless Buyer waives inspections under paragraph (C), Buyer shall have determined that the Property has no unacceptable, adverse environmental or physical condition as provided below.

☒ (A) **Environmental Assessment:** A Phase I environmental site assessment ("Phase I") on the Property shall be ordered by ☐ **(Seller)** ☒ **(Buyer)** promptly upon acceptance of this Agreement at ☐ **(Seller's)** ☒ **(Buyer's)** expense from a reputable, qualified engineer, acceptable to Buyer. The Phase I shall be conducted in accordance with current ASTM standards unless otherwise agreed and may also include at Buyer's option the following matters:

(1) an investigation for the presence of asbestos, radon, lead or polychlorinated biphenyls (PCBs) on the Property; and/or

(2) an investigation to determine if the Property is located in any regulated or protected area under the jurisdiction of the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the Indiana Department of Environmental Management, the Indiana Department of Natural Resources, the U.S. Fish and Wildlife Service or any other federal, state or local agency.

If Buyer does not make a written objection to any problem(s) revealed in the report within 14 days of The date Buyer Receives the Final Written Report, the Property shall be deemed to be acceptable. If Buyer determines that the

_____ (office use only)

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environmental condition is unsatisfactory, Seller shall have a reasonable period of time, not to exceed 60 days days, to remediate the condition to Buyer's satisfaction and the Closing Date shall be extended, if necessary. If Seller fails or refuses to remediate, Buyer may either terminate this Agreement and receive a refund of the Earnest Money or waive its objection and close the transaction.

☐ (B) **Physical Inspections:** Promptly upon acceptance of this Agreement, all physical inspections shall be ordered at ☐ **(Seller's)** ☐ **(Buyer's)** expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, mold, water, storm and waste sewer, well/septic, geotechnical, other:_____. If Buyer, in its reasonable discretion, believes that an inspection report reveals a major defect in or with the Property, Buyer shall report such defect in writing to Seller within _____ days of _____. If Buyer does not make a written objection to any problem(s) revealed in the report(s) within such time period, the Property shall be deemed acceptable to Buyer. Seller shall have a reasonable period of time, not to exceed _____ days, to repair any such major defect to Buyer's reasonable satisfaction and the Closing Date shall be extended, if necessary. If Seller fails or refuses to repair, Buyer may either terminate this Agreement and receive a refund of the Earnest Money or waive its objection and close the transaction.

☐ (C) **Waiver of Inspections:** BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY ARE AVAILABLE, AND BUYER HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH INSPECTIONS AS A CONDITION OF THIS AGREEMENT. HOWEVER, BUYER WAIVES THE RIGHT TO OBTAIN INSPECTIONS AND RELIES UPON THE CONDITION OF THE PROPERTY BASED UPON BUYER'S OWN EXAMINATION AND RELEASES SELLER AND LISTING AND SELLING BROKER(S) FROM ANY AND ALL LIABILITY RELATING TO ANY PROBLEM, DEFECT OR DEFICIENCY AFFECTING THE PROPERTY, WHICH RELEASE SHALL SURVIVE THE CLOSING.

Buyer and its agents shall have the right to enter upon the Property upon reasonable advance notice and make all inspections provided for herein. Buyer shall restore any damage to the Property resulting from the entry of Buyer or its agents and shall indemnify, defend and hold harmless Seller as to any injury to persons or damage to their property resulting from the negligence of Buyer or its agents in conducting their activities on the Property.

K. PRORATIONS AND SPECIAL ASSESSMENTS: Interest on any debt assumed or taken subject to, any rents, pd By Seller all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be ~~prorated~~ as of the day prior to the Closing Date. Any special assessments applicable to the Property for municipal improvements made to benefit the Property prior to the date of acceptance of this Agreement shall be paid by Seller at or before closing. At closing, Buyer will assume and agree to pay all special assessments for municipal improvements which are completed after acceptance of this Agreement.

L. SALES EXPENSES: All sales expenses are to be paid in cash prior to or at the closing.

1. **Seller's Expenses:** Seller shall pay all costs of releasing existing loans and recording the releases, one-half (1/2) of any closing fee, preparation of Deed and Vendor's Affidavit, Indiana Gross Income Tax, and other expenses stipulated to be paid by Seller under other provisions of this Agreement. Seller is Solely Responsible For Payment of Realtor Commission
2. **Buyer's Expenses:** Buyer shall pay all expenses incident to any new or assumed loan, one-half (1/2) of any closing fee, and expenses stipulated to be paid by Buyer under other provisions of this Agreement.

M. DEFAULT: If Buyer breaches this Agreement, Seller may seek any remedy provided by law or equity, or terminate this Agreement and receive the Earnest Money as liquidated damages. If Seller breaches this Agreement, Buyer may terminate this Agreement and receive a refund of the Earnest Money, or Buyer may seek specific performance or any other remedy provided by law or equity. In the event of Seller default, Seller shall immediately be obligated to pay all brokerage commissions that would have been paid had this transaction closed. In the event of Buyer default, commissions may also be due and payable pursuant to the terms of the applicable brokerage agreements, By Seller.

N. DUTIES OF BUYER AND SELLER AT CLOSING:

1. At the closing, Seller shall deliver to Buyer, at Seller's sole cost and expense, the following:

(A) A duly executed and acknowledged WARRANTY Deed conveying marketable title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except Permitted Exception(s);

(B) An Owner's Policy of Title Insurance (the "Title Policy") issued by the Title Company in the amount of the purchase price, dated as of closing, insuring Buyer's fee simple title to the Property to be marketable subject only to the Permitted Exception(s), and deleting the standard printed exceptions contained in the usual form of the Title Policy;

(C) An executed Vendor's Affidavit in form acceptable to the Title Company;

(D) A Bill of Sale, duly executed by Seller, containing warranties of title, conveying title, free and clear of all liens, to any personal property specified in Paragraph B;

(E) An assignment, duly executed by Seller, of leases, prepaid rents, security deposits, and trade name, and to the extent assignable, licenses and permits, warranties or guarantees, and to the extent agreed to be assumed by Buyer, all service, maintenance, management or other contracts relating to the ownership or operation of the Property. Such assignment shall include an indemnity from Seller in favor of Buyer with respect to all claims and obligations arising under such leases and contracts prior to the Closing Date. If Buyer does not agree to assume any such contract, then Seller shall deliver evidence of termination of such contract at closing and shall indemnify Buyer as to all claims and obligations thereunder;

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(F) A current rent roll duly certified by Seller and any security or tenant deposits, if applicable;
(G) Evidence of its capacity and authority for the closing of this transaction;
(H) Certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act, or consent to withhold tax from the proceeds of sale as required, unless it is established that the transaction is exempt;
(I) All other executed documents necessary to close this transaction.

2. At the closing, Buyer shall perform, at Buyer's sole cost and expense, the following:
(A) Pay the cash portion of the purchase price in the form of a cashier's check or other immediately available funds;
(B) Execute any note(s) and mortgage(s) and cause the funds to be made available to the closing agent for disbursement;
(C) Provide evidence of its capacity and authority for the closing of this transaction;
(D) Provide to Buyer's lender any title policy as required by the holder(s) of the mortgage(s);
(E) ~~An assumption~~ agreement by Buyer (~~which may~~ be included in ~~Seller's~~ assignment pursuant to ~~Paragraph N 1(E) above~~) with respect to ~~leases assigned~~ to Buyer and ~~contracts~~, if any, ~~which Buyer has agreed to assume~~. Such assumption agreement shall include an ~~indemnity from Buyer in favor of Seller as~~ to claims ~~and~~ obligations arising under such leases ~~and contracts~~ assumed by Buyer from and after the Closing ~~Date~~;
(F) Execute all other documents necessary to close this transaction, which ARE WITHIN Buyers Power

O. CONDEMNATION: Seller shall promptly notify Buyer in writing of the commencement of any condemnation proceedings against any portion of the Property. If such condemnation proceedings are commenced, Buyer, at its option, may (1) terminate this Agreement by written notice to Seller within seven (7) days after Buyer is advised of the commencement of condemnation proceedings, or (2) appear and defend in any condemnation proceedings, and any award shall, at Buyer's election, (a) become the property of Seller and reduce the purchase price by the same amount or (b) shall become the property of Buyer and the purchase price shall not be reduced.

P. RESPONSIBLE PROPERTY TRANSFER LAW:
1. Seller is not required to provide Buyer with a Disclosure Statement pursuant to I.C. Section 13-25-3-1 et seq., Indiana's Responsible Property Transfer Law ("IRPTL"), because, to the best of Seller's knowledge, the Property is exempt from the provisions of the law or (a) the Property does not contain any hazardous chemical or material which must be disclosed under the Federal Emergency Planning and Community Right-to-Know Act of 1986; (b) the Property does not contain any underground storage tanks which are or have been utilized to hold petroleum or other regulated substances; and (c) the or Buyer Property is not listed on the Comprehensive Environmental Response, Compensation and Liability Information System.
2. If Seller/learns that the Property comes within the terms of IRPTL after execution of this Agreement, then Seller shall provide to Buyer the required disclosure document and comply with all other parts of this law.

Q. MISCELLANEOUS:
1. Any notice required or permitted to be delivered shall be deemed received when personally delivered or when confirmed as received by facsimile (with a copy sent by United States mail), express courier or United States mail (postage prepaid, certified and return receipt requested) addressed to Seller or Buyer or their designee at the address set forth below the signature of each party.
2. This Agreement shall be construed in accordance with the laws of the State of Indiana.
3. Time is of the essence. Time periods specified in this Agreement and any addenda are calendar days and shall expire at midnight of the date stated unless the parties agree otherwise in writing.
4. This Agreement is binding upon and for the benefit of the parties' respective heirs, administrators, executors, legal representatives, successors, and assigns. No assignment of this Agreement shall release a party from liability for its obligations hereunder.
5. If any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision.
6. This Agreement constitutes the entire agreement of the parties and cannot be changed except by their written consent.
7. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a Multiple Listing Service or other advertising media, if any, to publish information regarding this transaction.
8. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, surveyors, engineers, consultants, environmental inspectors and contractors. Broker(s) has no responsibility for the performance of any service provider and/or inspector. Buyer and Seller are free to select providers/inspectors other than those referred or recommended to them by Broker(s).
9. Buyer discloses to Seller that Buyer is licensed and holds License # ____-0____. Seller discloses to Buyer that Seller is licensed and holds License # ____-0____.
10. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C. 25-34.1-10-6.8.
11. Any party who is the prevailing party against any other party in any legal or equitable proceeding relating to this Agreement shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.
12. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. Each person executing this Agreement on behalf of a party represents and warrants that he or she has been authorized by all necessary action to execute and deliver this Agreement on behalf of such party.

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R. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this document, they should seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the property, including the possible presence of asbestos, hazardous and/or toxic materials and underground storage tanks.

S. **CONFIRMATION OF AGENCY RELATIONSHIPS:** Buyer and Seller acknowledge that each has received agency office policy disclosures, had agency explained and now confirm their agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction.

T. **TERMINATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by _____ ☐ (A.M.) ☐ (P.M.) ☐ (Noon), the _____ day of _____, _____, this Purchase Agreement shall be null and void and all parties shall be released of any and all liability or obligations.

X

BUYER'S SIGNATURE By Ralph Levin DATE | BUYER'S SIGNATURE DATE

RII LLC

PRINTED By Ralph Levin | PRINTED

BUYER'S SOCIAL SECURITY #/FEDERAL ID # | BUYER'S SOCIAL SECURITY #/FEDERAL ID #

269-651-7851 Office

269-651-4189 FAX

(AREA CODE) TELEPHONE NUMBER/FAX NUMBER | (AREA CODE) TELEPHONE NUMBER/FAX NUMBER

70675 S. Centerville Rd P.O Box 579 Sturgis, Mich 49091

BUYER'S ADDRESS FOR NOTICE PURPOSES

ACCEPTANCE OF PURCHASE AGREEMENT

Seller accepts the offer made by Buyer as set forth above, without change or condition at _____ ☐ (A.M.) ☐ (P.M.) ☐ (Noon) on the _____ day of _____, _____.

X | X

SELLER'S SIGNATURE | SELLER'S SIGNATURE

Rick Hollar | Nona Hollar

PRINTED 574-536-5644 Cell | PRINTED

574-522-2855 FAX

(AREA CODE) TELEPHONE NUMBER/FAX NUMBER | (AREA CODE) TELEPHONE NUMBER/FAX NUMBER

SELLER'S SOCIAL SECURITY #/FEDERAL ID # | SELLER'S SOCIAL SECURITY #/FEDERAL ID #

SELLER'S ADDRESS FOR NOTICE PURPOSES

Approved by and restricted to use by members of the Indiana Association of REALTORS®, Inc.
This is a legally binding contract, seek legal advice if not understood. Form # F05. Copyright IAR 2003

_____ (office use only)

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A PROGRESSIVE REALTY'S OFFICE POLICY WHEN REPRESENTING BUYERS

Agency Relationships. Indiana law (I.C. 25-34.1-10-9.5) provides that a Licensee has an agency relationship with, and is representing, the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary; or (2) the Licensee is merely assisting the individual as a customer. The Licensee (your broker or salesperson) at A Progressive Realty represents the interests of the Buyer as a Buyer's agent when showing another company's listing. Such Licensee owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Buyer. However, Licensee must deal honestly with a seller. All representations made by Licensee are made as the agent of the Buyer.

Limited Agency Authorization. The Licensee or the principal or managing broker may personally represent a seller as a seller's agent in the case of a property listed with A Progressive Realty. If that occurs, then Licensee has agency duties to both Buyer and Seller which may be different or even adverse. If limited agency arises, Licensee **shall not disclose** the following without the informed consent, in writing, of both Buyer and Seller:

(a) Any material or confidential information, except adverse material facts or risks actually known by Licensee concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
(b) That a Buyer will pay more than the offered purchase price for the Property.
(c) That Seller will accept less than the listed price for the Property.
(d) Other terms that would create a contractual advantage for one party over another party.
(e) What motivates a party to buy or sell the Property.

In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent or among Licensees.

By signing below, Buyer acknowledges that Limited Agency Authorization has been read and understood. Buyer understands that Buyer does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee's(s') role of limited agent(s).

X Ralph Levin
Buyer's Signature R11 LLC By Ralph Levin — Date

Buyer's Signature — Date

Steve Hoes — 1/20/05
Licensee's Signature — Date

Exhibit "A"

The land referred to in this Commitment is located in the County of Elkhart, State of Indiana described as follows:

A part of the Southeast Quarter (SE ¼) of Section Seven (7) Township Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:

Beginning in the center of the vacated alley, at a point eight and one-fourth (8 ¼) feet West of the Southwest corner of Lot Numbered Three Hundred sixty-two (362) in Ellistons Addition to the City of Elkhart; thence North along the centerline of said vacated alley, Two Hundred three (203) feet; thence East Eight and One-fourth (8 ¼) feet to the East line of the alley; thence North along the East line of said alley to the Northwest corner of Lot Numbered One Hundred Ten (110) in West Elkhart Addition; thence West Sixteen and one-half (16 ½) feet to the West line of the alley; thence North along the West line of said alley to the South line of Garfield Avenue; thence Northeasterly Sixty-three and ninety-eight hundredths (63.98) feet to the Southwest corner of Lot Numbered Three Hundred seventy-six (376) in the vacated Elliston Addition; thence Northeasterly on the Northern line of Garfield Avenue Fifty (50) feet to the Southwest corner of Lot Numbered Sixty-four (64) in West Elkhart Addition; thence Northwestwardly along the Westerly line of said Lot Sixty-four (64), One Hundred twenty-seven and ninety-five hundredths (127.95) feet to the Grounds of the Lake Shore and Michigan Southern Railway Company; thence Southwesterly along the Southerly line of said Railway Company ground Two Hundred seventy-two and three tenths (272.3) feet to an iron stake; thence South, parallel with Oakland Avenue, One Hundred fifty-five and eighty-five hundredths(155.85) feet; thence East thirty-three (33) feet; thence South parallel with Oakland Avenue, Two Hundred fifty-five and six tenths (255.6) feet; thence East, rty-three (33) feet to the East line of Thirteenth Street; thence South on the East line of said Thirteenth street, One Hundred twenty-two and twenty-five hundredths (122.25) feet to the northwest corner of Lot Numbered Three Hundred sixty (360) in Elliston Addition; thence East on the North line of said Lot Numbered Three Hundred sixty (360) and said North line extended to the point of beginning.

ALSO: Lots Numbered One Hundred Six (106), One Hundred seven (107), One Hundred eight (108), One Hundred nine (109), One Hundred ten (110), One Hundred eleven (111) and One Hundred twelve (112) as the said Lots are known and designated on the recorded Plat of ELLIS BROTHERS WEST ELKHART ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 60, page 208 in the Office of the Recorder of Elkhart County, Indiana.

Tax Key Numbers

20-06-07-430-001-000-012 – Elkhart City Concord Township (Sec 7-37-5)
20-06-07-430-007-000-012 - Elkhart City Concord Township (Lot 106)
20-06-07-430-008-000-012 - Elkhart City Concord Township (Lot 107)
20-06-07-430-009-000-012 - Elkhart City Concord Township (Lot 107)
20-06-07-430-010-000-012 - Elkhart City Concord Township (Pt Lot 108)
20-06-07-430-011-000-012 - Elkhart City Concord Township (Pt Lot 109 & 108)
20-06-07-430-012-000-012 - Elkhart City Concord Township (Pt Lots 110 & 111)
20-06-07-430-013-000-012 - Elkhart City Concord Township (Pt Lots 11 & 112)
20-06-07-430-014-000-012 - Elkhart City Concord Township (Pt Lot 112)

Addendum 1 to Commercial Real Estate Purchase Agreement
Between Rick Hollar and Nona Hollar ("Seller")and
R 11, L.L.C. or its assignee entity ("Buyer")

1. The Buyer's consummation of the transactions contemplated under the Commercial Real Estate Purchase Agreement dated January _____, 2005 is contingent upon Buyer obtaining financing on terms satisfactory to Buyer in Buyer's sole discretion.

2. Buyer's consummation of the transactions contemplated under the Commercial Real Estate Purchase Agreement dated January _____, 2005 is contingent upon the property zoned for Buyer's intended use.

Executed and delivered on January _____, 2005.

_____
Rick Hollar

_____
Nona Hollar
Seller

R 11, L.L.C. or its assignee entity

Ralph Levin
By: Ralph Levin, Member

Buyer

DISCLOSURE

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
7-1 20 05
David L. Hess AUDITOR
003253
TRANSFER FEE 3.00
PARCEL NO. ✓

ELKHART CNTY RECORDER
CHRISTOPHER J ANDERSON
FILED FOR RECORD
AS PRESENTED

2005 JUL -1 1 A 11:43

RETURN TO: **HOLD FOR MERIDIAN TITLE CORP.**
Mail Tax Notices To:
P.O. Box 579
70675 S. CENTERVILLE RD
Sturgis, MI 49091

Property Address:
1631 Oakland
Elkhart, IN

Tax ID No.
20-06-07-430-001-000-012
20-06-07-430-007-000-012
20-06-07-430-008-000-012
20-06-07-430-009-000-012
20-06-07-430-010-000-012
20-06-07-430-011-000-012
20-06-07-430-012-000-012
20-06-07-430-013-000-012
20-06-07-430-014-000-012

WARRANTY DEED

THIS INDENTURE WITNESSETH

Rick Hollar and Nona Hollar, Husband and Wife

CONVEY(S) AND WARRANT(S) TO

Sturgis Iron and Metal Co., Inc., a Michigan Corporation, for Ten Dollars and other valuable consideration the receipt whereof is hereby acknowledged, the following described REAL ESTATE in Elkhart County, in the State of Indiana, to wit:

A part of the Southeast Quarter (SE ¼) of Section Seven (7) Township Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:

1
14.00
ck

Beginning in the center of the vacated alley, at a point eight and one-fourth (8 ¼) feet West of the Southwest corner of Lot Numbered Three Hundred sixty-two (362) in Elliston's Addition to the City of Elkhart; thence North along the centerline of said vacated alley, Two Hundred three (203) feet; thence East Eight and One-fourth (8 ¼) feet to the East line of the alley; thence North along the East line of said alley to the Northwest corner of Lot Numbered One Hundred Ten (110) in West Elkhart Addition; thence West Sixteen and one-half (16 ½) feet to the West line of the alley; thence North along the West line of said alley to the South line of Garfield Avenue; thence Northeasterly Sixty-three and ninety-eight hundredths (63.98) feet to the Southwest corner of Lot Numbered Three Hundred seventy-six (376) in the vacated Elliston's Addition; thence Northeasterly on the Northern line of Garfield Avenue Fifty (50) feet to the Southwest corner of Lot Numbered Sixty-four (64) in West Elkhart Addition; thence Northwestwardly along the Westerly line of said Lot Sixty-four (64), One Hundred twenty-seven and ninety-five hundredths (127.95) feet to the Grounds of the Lake Shore and Michigan Southern Railway Company; thence Southwesterly along the Southerly line of said Railway Company ground Two Hundred seventy-two and three tenths (272.3) feet to an iron stake; thence South, parallel with Oakland Avenue, One Hundred fifty-five and eighty-five hundredths(155.85) feet; thence East thirty-three (33) feet; thence South parallel with Oakland Avenue, Two Hundred fifty-five and six tenths (255.6) feet; thence East, Thirty-three (33) feet to the East line of Thirteenth Street; thence South on the East line of said Thirteenth Street, One Hundred twenty-two and twenty-five hundredths (122.25) feet to the northwest corner of Lot Numbered Three Hundred sixty (360) in Elliston's Addition; thence East on the North line of said Lot Numbered Three Hundred sixty (360) and said North line extended to the point of beginning.

ALSO: Lots Numbered One Hundred Six (106), One Hundred Seven (107), One Hundred Eight (108), One Hundred Nine (109), One Hundred Ten (110), One Hundred Eleven (111) and One Hundred Twelve (112) as the said Lots are known and designated on the recorded Plat of ELLIS BROTHERS WEST ELKHART ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 60, page 208 in the Office of the Recorder of Elkhart County, Indiana.

Property to be combined and Taxed as One Parcel

Subject to taxes for the year 2005, due and payable in 2006, and taxes for all subsequent years.

Subject to covenants, restrictions and easements of record including but not limited to Rights of public utility companies to continue to use the vacated streets and alleys.

IN WITNESS WHEREOF, the Grantor has executed this deed this 28TH day of June, 2005.

Rick Hollar

Nona Hollar

State of Indiana, County of Elkhart ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Rick Hollar and Nona Hollar who acknowledged the execution of the foregoing Deed and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS, my hand and Seal this 28TH day of June, 2005.

My Commission Expires: _____

Signature of Notary Public

Printed Name of Notary Public

NOTARY PUBLIC SEAL INDIANA

JAMES HUGHEY
RES. OF ELKHART CO.
MY COMM. EXP. 6-13-08

Notary Public County and State of Residence

This instrument was prepared by: Debra A. Guy, Attorney-at-Law #24473-71.
202 S. Michigan St., Ste. 1000, South Bend, IN 46601
C1223E05 skc

Please combine the following Tax Key Numbers as one Tax Parcel:

Tax ID No. 20-06-07-429-001-000-012
20-06-07-429-002-000-012
20-06-07-429-004-000-012
20-06-07-429-005-000-012

Tax ID No. 20-06-07-430-001-000-012
20-06-07-430-007-000-012
20-06-07-430-008-000-012
20-06-07-430-009-000-012
20-06-07-430-010-000-012
20-06-07-430-011-000-012
20-06-07-430-012-000-012
20-06-07-430-013-000-012
20-06-07-430-014-000-012

Signed this 28th day of June, 2005.

Sturgis Iron and Metal Co., Inc., a Michigan Corporation

By: Ralph Levin

Ralph Levin

State of Indiana, County of Elkhart ss:

Before me, the undersigned, a Notary Public in and for said County and State aforesaid, on this 28th day of June, 2005, personally appeared Ralph Lavin, of Sturgis Iron and Metal Co., Inc., a Michigan Corporation who acknowledged the execution of the foregoing power of attorney to be a voluntary act and deed for the uses and purposes therein set forth.

WITNESS, my hand and Notary Seal.

MyCommission Expires:

Signature of Notary Public

Printed Name of Notary Public

Notary Public County and State of Residence

NOTARY PUBLIC SEAL INDIANA

JAMES HUGHEY
RES. OF ELKHART CO.
MY COMM. EXP. 6-13-08

Second Addendum to Real Estate Purchase Agreement
By and Between Rick Hollar and Nona Hollar ("Seller") and
R 11, L.L.C. or its assignee entity ("Purchaser") dated June 27,2005

Property: 1613 Oakland Avenue, Elkhart, Indiana

This Second Addendum is executed in consideration of the mutual promises contained herein and is an integral part of the Real Estate Purchase Agreement ("Purchase Agreement") between Seller and Purchaser to which it is attached and is hereby incorporated by reference into the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and this Addendum, the Addendum shall be controlling.

1. The first part of Paragraph E containing the hand written language prepared by the realtor for the Seller is deleted and the following substituted therefore:

At closing, the Purchaser shall have possession of the westerly and southwesterly portion of the Property including the existing smoke stacks. Seller shall vacate this agreed upon portion of the Property within two weeks from closing to allow Purchaser to demolish the buildings and improvements located on this portion of the Property. Seller shall possess the balance of the Property for a period up to and including 210 days from closing without rent payable by Seller to Purchaser. During the time from closing to vacating the Property, Seller shall be responsible for the payment of all utility charges including but not limited to gas, water, electrical and sewer at the Property. Notwithstanding this provision, the Seller shall use its best efforts to vacate the balance of the Property as soon as possible consistent with the continued operation of Seller's business. Seller has informed Purchaser that Seller has located a building to purchase and anticipates vacating the Property as quickly as possible

2. Paragraph F is deleted in its entirety and the following substituted therefore:

F. Closing. The closing on the sale shall take place at Meridian Title Company, Elkhart, Indiana on or before June 27, 2005 or at the end of the Due Diligence Period, whichever is later ("Closing Date") or this agreement shall terminate unless the Closing Date is extended in writing by Seller and Purchaser which agreement shall be signed without either Seller or Purchaser withholding consent.

3. Paragraph J (4) is amended by adding subparagraph 3 as follows:

Access to and Inspection of Property. Seller hereby consents to entry upon the Property by Purchaser and Purchaser's consultant for the purpose of conducting an additional Phase II environmental site assessment and asbestos abatement survey. Such inspection and testing shall be conducted in a reasonable manner and shall not interfere with the current operation of the Property. The inspection and testing shall be conducted at the sole cost and expense of the Purchaser. Purchaser hereby agrees that the results of any such testing and any reports or data generated in the course of conducting the environmental assessment and testing shall be deemed confidential and not disclosed to third parties, absent an order of administrative or judicial body

mandating such disclosure. The Purchaser agrees to pay the cost of all environmental assessments conducted for the Property.

4. On the Closing Date, the Seller and Purchaser agree to sign an environmental agreement releasing Seller from environmental liabilities other than those environmental liabilities caused by Seller during the time they owned the Property.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

Rick Hollar

Nona Hollar

Seller

R 11, L.L.C. or its assignee entity

By: Ralph Levin, Member

Purchaser

SALES DISCLOSURE FORM

State Form 46021 (R4/9-04)

Prescribed by Department of Local Government Finance
Pursuant to IC 6-1.1-5.5

PRIVACY NOTICE: The telephone numbers of the parties on this form are confidential according to IC 6-1.1-5.5-3(d)

PART 1 - To be completed by BUYER/GRANTEE and SELLER/GRANTOR (typed or printed in black ink)

PROPERTY TRANSFERRED

Parcel Number(s) (Show additional parcels on separate sheet if necessary.) | Acreage or Lot Size | Part of Parcel (split)

See Attached

Address: 1631 Oakland

# of Parcels: 9

City, Town, or Post Office: Elkhart | State: IN | ZIP Code:

Tax Billing Address (if other than property address):

City, Town, or Post Office | State | ZIP Code

Legal Description

See Attached Legal Description
()

CONDITIONS

Identify all conditions/items that apply

NOTE: If items 12-21 apply, filers are not subject to disclosure filing fee.

- (●) 1-Buyer is an adjacent property owner
- ( ) 2-Vacant Land
- ( ) 3-Exchange for other real property ("Trade")
- ( ) 4-Seller Paid Points; amount if applicable
  $ ___ , ___ , ___
- ( ) 5-Change planned primary use of property? Describe in special circumstances
- ( ) 6-Existence of family or business relationship between buyer and seller
- ( ) 7-Land Contract Dated: _____
- ( ) 8-Personal property included in transfer, amount if applicable
  $ ___ , ___ , ___
- ( ) 9-Significant physical changes to property between March 1 and date of sale
- ( ) 10-Non-warranty deed; specify type _____
- ( ) 11-Partial Interest. Describe in special circumstances
- ( ) 12-Security interest documents such as mortgages or trust deeds.
- ( ) 13-Leases less than 90 years.
- ( ) 14-Document resulting from foreclosure, or express threat of foreclosure, divorce court order, condemnation, probate or other judicial proceedings
- ( ) 15-Agreements and other documents for mergers, consolidations, and incorporations
- ( ) 16-Quitclaim deeds not serving as a source of title
- ( ) 17-Documents involving the partition of land between tenants in common, joint tenants, or tenants by the entirety.
- ( ) 18-Transfer to a charity, not for profit or government institution
- ( ) 19-Transfer for no or discounted consideration, or gift
- ( ) 20-Rerecording to correct prior recorded document
- ( ) 21-Easements, Right-of-way grants

ES DATA

Contract Date (MM/DD/YYYY): 06 / 28 / 2005

Sales Price: $ $ ___ , 400 , 000

Describe any unusual or special circumstances related to this sale, including the specification of any less-than-complete ownership interest and terms of seller financing.

Buildings to be demolished and combined as one Parcel

PART 1 - To be completed by BUYER/GRANTEE and SELLER/GRANTOR (typed or printed in black ink)

Seller(s)/Grantor(s)

Seller 1 - Name or Entity as appears on deed: Rick Hollar

Address: 19456 CR 104

City, Town, or Post Office: Bristol | State: IN | ZIP Code: 46507 -

Seller 2 - Name or Entity as appears on deed: Nona Hollar

Address: 19456 CR 104

City, Town, or Post Office: Bristol | State: IN | ZIP Code: 46507 -

Title Company Name (If applicable): Meridian Title Corporation | Title Company Phone: 800 - 777 - 1574

Buyer(s)/Grantee(s)

Buyer 1 - Name or Entity as appears on deed: Sturgis Iron and Metal Co., Inc.

Address: 70675 S. CENTERVILLE RD

Will this property be the buyer's primary residence? ◯ Yes ☒ No

City, Town, or Post Office: Sturgis | State: MI | ZIP Code: 49091 -

Buyer 2 - Name or Entity as appears on deed:

Address:

City, Town, or Post Office: | State: | ZIP Code: -

Signatures

Under penalties of perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5, "Real Property Sales Disclosure Act".

Signature of Seller: [signature]

Seller Sign Date (MM/DD/YYYY): 06 / 28 / 2005

Seller Phone: 574-293-9088

Signature of Buyer: Ralph Levin

Buyer Sign Date (MM/DD/YYYY): 06 / 28 / 2005

Buyer Phone: 269-651-7851

PART 2 - COUNTY AUDITOR

AUDITOR'S FILE STAMP

Completion ◯ Yes ◯ No

Date Entered in Transfer Book: / /

PART 3 - COUNTY OR TOWNSHIP ASSESSOR

County Assessor or other assessing offical must verify and complete the following information:

◯ Significant physical changes to property between March 1 and date of sale

$, , AV LAND

Property class / use code

Taxing District (DLGF assigned)

$, , AV IMPV

$, , AV TOTAL

◯ Valid Sale

NEIGHBORHOOD CODE

INSTRUCTIONS
Indiana law requires a sales disclosure form to be completed when a conveyance document (see definition below) is filed with the county auditor. The county auditor may not accept a conveyance if (1) the sales disclosure form is not included with the conveyance d ment; or (2) the sales disclosure form is incomplete. A person filing a sales disclosure form shall pay a fee of ten dollars ($10.00) t county auditor.

PART 1: BUYER AND SELLER INFORMATION
Property Transferred Information. Either the buyer/grantee or the seller/grantor should provide the parcel number(s) (including all dashes and decimals), full address, tax billing address, lot size, and legal description of the parcel(s) transferred. A legal description is especially important for metes and bounds descriptions and new parcels. If the transaction consists of more than three parcels, an additional list of parcel numbers and lot sizes must be attached to this document.

Sales conditions/items. The information in this section is used to determine sales characteristics, establish market value, determine applicability of the sale and for use in ratio or other studies. The appropriate circle or circles should be filled in for all conditions/items that apply to the sale. With regard to personal property (see definitions below), the buyer or seller must enter an estimated value of the personal property included in the sale. Similarly, the buyer and seller must enter the amount of seller paid points as applicable. Please note that while indicating that certain conditions/items will result in not paying a filing fee, the buyer/grantee or seller/grantor is still responsible for completing the form in full.

Sales Data. The date and sales price of the property transfer is to be printed in the spaces provided. Any unusual or special conditions of the sale that may affect the sales price or terms of the sales agreement should also be described.

Seller/Grantor Information. Seller(s)/grantor(s) are to provide the full name and address for seller(s) or entity as applicable. If there are more than two individuals or entities involved in the transaction, additional ownership information must be included in an attachment to this form. The seller/grantor must also provide, if applicable, the name and telephone number of the title company that handled the transaction.

Buyer/Grantee Information. Buyer(s)/grantee(s) are to provide the full name and address for buyer(s) or entity as applicable. If there are more than two individuals or entities involved in the transaction, additional ownership information must be included in an attachment to this form. The buyer/grantee must also indicate whether the property will be used as a residential primary residence.

S ture and Verification. The buyer/grantee, seller/grantor or their representatives must sign one (1) sales disclosure form, or if the parties do not agree on the information to be included on the completed form, each party must sign and file a separate form. If anyone other than the buyer/seller or an attorney of the buyer/seller is filling out the form, a properly executed Power of Attorney must be completed and attached. **A person who knowingly and intentionally falsifies or omits any information required on this form commits a Class A infraction.**

PART 2: COUNTY AUDITOR RESPONSIBILITY
The county auditor is responsible for collecting the filing fee as well as ensuring that all parties to the conveyance have completed and signed the form as required. The county auditor may not accept the sales disclosure statement if the statement is not signed by the buyer or seller. If the buyer or seller fails to completely fill out their designated portion of the form, the county auditor may not accept the conveyance document. The county auditor must also confirm the date the property was duly entered for transfer.

PART 3: COUNTY ASSESSOR INFORMATION
The county assessor is responsible for determining whether or not significant physical changes have been made to the property between March 1 and the date of sale. The county assessor is also responsible for entering property class or use codes, the proper department of local government finance taxing district number, the current assessed value, and neighborhood code information. The county assessor and/or other assessing officials are responsible for verifying the sale as well (note that verification is not required prior to submitting sales data to the DLGF). Sales disclosure forms provided in response to public records requests should not include phone numbers.

Definitions
Conveyance Document means any document, land sale contract, deed, quitclaim deed serving as a source of title, or other document presented for recording, that purports to transfer a real property interest for valuable consideration.

Personal property – items that are not attached (built-in or affixed) to the real estate (land and buildings). This might include items such as washers, dryers, window treatments, stoves and refrigerators. Other items considered personal property are boats and other vehicles, inventories (livestock, goods in process or for trade, or agricultural commodities) and machinery used in farming or manufacturing.

Tax ID No. 20-06-07-430-001-000-012
20-06-07-430-007-000-012
20-06-07-430-008-000-012
20-06-07-430-009-000-012
20-06-07-430-010-000-012
20-06-07-430-011-000-012
20-06-07-430-012-000-012
20-06-07-430-013-000-012
20-06-07-430-014-000-012

A part of the Southeast Quarter (SE ¼) of Section Seven (7) Township Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:

Beginning in the center of the vacated alley, at a point eight and one-fourth (8 ¼) feet West of the Southwest corner of Lot Numbered Three Hundred sixty-two (362) in Elliston's Addition to the City of Elkhart; thence North along the centerline of said vacated alley, Two Hundred three (203) feet; thence East Eight and One-fourth (8 ¼) feet to the East line of the alley; thence North along the East line of said alley to the Northwest corner of Lot Numbered One Hundred Ten (110) in West Elkhart Addition; thence West Sixteen and one-half (16 ½) feet to the West line of the alley; thence North along the West line of said alley to the South line of Garfield Avenue; thence Northeasterly Sixty-three and ninety-eight hundredths (63.98) feet to the Southwest corner of Lot Numbered Three Hundred seventy-six (376) in the vacated Elliston's Addition; thence Northeasterly on the Northern line of Garfield Avenue Fifty (50) feet to the Southwest corner of Lot Numbered Sixty-four (64) in West Elkhart Addition; thence Northwestwardly along the Westerly line of said Lot Sixty-four (64), One Hundred twenty-seven and ninety-five hundredths (127.95) feet to the Grounds of the Lake Shore and Michigan Southern Railway Company; thence Southwesterly along the Southerly line of said Railway Company ground Two Hundred seventy-two and three tenths (272.3) feet to an iron stake; thence South, parallel with Oakland Avenue, One Hundred fifty-five and eighty-five hundredths(155.85) feet; thence East thirty-three (33) feet; thence South parallel with Oakland Avenue, Two Hundred fifty-five and six tenths (255.6) feet; thence East, Thirty-three (33) feet to the East line of Thirteenth Street; thence South on the East line of said Thirteenth Street, One Hundred twenty-two and twenty-five hundredths (122.25) feet to the northwest corner of Lot Numbered Three Hundred sixty (360) in Elliston's Addition; thence East on the North line of said Lot Numbered Three Hundred sixty (360) and said North line extended to the point of beginning.

ALSO: Lots Numbered One Hundred Six (106), One Hundred Seven (107), One Hundred Eight (108), One Hundred Nine (109), One Hundred Ten (110), One Hundred Eleven (111) and One Hundred Twelve (112) as the said Lots are known and designated on the recorded Plat of ELLIS BROTHERS WEST ELKHART ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 60, page 208 in the Office of the Recorder of Elkhart County, Indiana.

RETURN TO: **HOLD FOR MERIDIAN TITLE CORP.**
Mail Tax Notices To:
P.O. Box 579
70675 S. CENTERVILLE RD
Sturgis, MI 49091

Property Address:
1631 Oakland
Elkhart, IN

Tax ID No.
20-06-07-430-001-000-012
20-06-07-430-007-000-012
20-06-07-430-008-000-012
20-06-07-430-009-000-012
20-06-07-430-010-000-012
20-06-07-430-011-000-012
20-06-07-430-012-000-012
20-06-07-430-013-000-012
20-06-07-430-014-000-012

WARRANTY DEED

THIS INDENTURE WITNESSETH

Rick Hollar and Nona Hollar, Husband and Wife

CONVEY(S) AND WARRANT(S) TO

Sturgis Iron and Metal Co., Inc., a Michigan Corporation, for Ten Dollars and other valuable consideration the receipt whereof is hereby acknowledged, the following described REAL ESTATE in Elkhart County, in the State of Indiana, to wit:

A part of the Southeast Quarter (SE ¼) of Section Seven (7) Township Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:

Beginning in the center of the vacated alley, at a point eight and one-fourth (8 ¼) feet West of the Southwest corner of Lot Numbered Three Hundred sixty-two (362) in Elliston's Addition to the City of Elkhart; thence North along the centerline of said vacated alley, Two Hundred three (203) feet; thence East Eight and One-fourth (8 ¼) feet to the East line of the alley; thence North along the East line of said alley to the Northwest corner of Lot Numbered One Hundred Ten (110) in West Elkhart Addition; thence West Sixteen and one-half (16 ½) feet to the West line of the alley; thence North along the West line of said alley to the South line of Garfield Avenue; thence Northeasterly Sixty-three and ninety-eight hundredths (63.98) feet to the Southwest corner of Lot Numbered Three Hundred seventy-six (376) in the vacated Elliston's Addition; thence Northeasterly on the Northern line of Garfield Avenue Fifty (50) feet to the Southwest corner of Lot Numbered Sixty-four (64) in West Elkhart Addition; thence Northwestwardly along the Westerly line of said Lot Sixty-four (64), One Hundred twenty-seven and ninety-five hundredths (127.95) feet to the Grounds of the Lake Shore and Michigan Southern Railway Company; thence Southwesterly along the Southerly line of said Railway Company ground Two Hundred seventy-two and three tenths (272.3) feet to an iron stake; thence South, parallel with Oakland Avenue, One Hundred fifty-five and eighty-five hundredths(155.85) feet; thence East thirty-three (33) feet; thence South parallel with Oakland Avenue, Two Hundred fifty-five and six tenths (255.6) feet; thence East, Thirty-three (33) feet to the East line of Thirteenth Street; thence South on the East line of said Thirteenth Street, One Hundred twenty-two and twenty-five hundredths (122.25) feet to the northwest corner of Lot Numbered Three Hundred sixty (360) in Elliston's Addition; thence East on the North line of said Lot Numbered Three Hundred sixty (360) and said North line extended to the point of beginning.

ALSO: Lots Numbered One Hundred Six (106), One Hundred Seven (107), One Hundred Eight (108), One Hundred Nine (109), One Hundred Ten (110), One Hundred Eleven (111) and One Hundred Twelve (112) as the said Lots are known and designated on the recorded Plat of ELLIS BROTHERS WEST ELKHART ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 60, page 208 in the Office of the Recorder of Elkhart County, Indiana.

Property to be combined and Taxed as One Parcel

Subject to taxes for the year 2005, due and payable in 2006, and taxes for all subsequent years.

Subject to covenants, restrictions and easements of record including but not limited to Rights of public utility companies to continue to use the vacated streets and alleys.

IN WITNESS WHEREOF, the Grantor has executed this deed this 28TH day of June, 2005.

Rick Hollar

Nona Hollar

State of Indiana, County of Elkhart ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Rick Hollar and Nona Hollar who acknowledged the execution of the foregoing Deed and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS, my hand and Seal this 28TH day of June, 2005.

My Commission Expires: _____

Signature of Notary Public

Printed Name of Notary Public

NOTARY PUBLIC SEAL INDIANA

JAMES HUGHEY
RES. OF ELKHART CO.
MY COMM. EXP. 6-13-08

Notary Public County and State of Residence

This instrument was prepared by: Debra A. Guy, Attorney-at-Law #24473-71.
202 S. Michigan St., Ste. 1000, South Bend, IN 46601
C1223E05 skc

LIMITED POWER OF ATTORNEY
FOR PREPARATION, COMPLETION AND SIGNATURE
OF THE INDIANA SALES DISCLOSURE FORM

' ' all men by these presents that the undersigned Buyer(s) and Seller(s) do hereby make, constitute and appoint Meridian Title C..poration or its designated agent

to be my/our true and lawful attorney, for me/us and in my/our name, place and stead to do any and all of the following:

1. To prepare, complete and, if necessary, sign the Indiana Sales Disclosure Form for the property located at:
   1631 Oakland, Elkhart, IN

This power shall not be affected by my/our later disability or incompetence.

I/We give and grant to my/our said Attorney-in-Fact full power and authority to do and perform all and every act and thing requisite or proper to be done in the exercise of the rights and powers herein granted, as fully, to all intents and purposes, as I/we might or could do if personally present, with full power and substitution and revocation and with full authority to deal with the property as authorized above hereby ratifying and confirming all that my/our said Attorney-in-Fact, or his/her substitute, or substitutes, lawfully do or cause to be done by virtue of the authority granted herein.

Signed this 28TH day of June, 2005.

SELLER(S)

Rick Hollar

Nona Hollar

BUYER(S)

Sturgis Iron and Metal Co., Inc., a Michigan Corporation

By: Ralph Levin

Ralph Levin

State of Indiana, County of Elkhart ss:

Before me, the undersigned, a Notary Public in and for said County and State aforesaid, on this 28TH day of June, 2005, personally a red Ralph Levin, Member of Sturgis Iron and Metal Co., Inc., a Michigan Corporation who acknowledged the execution of the foregoing power of attorney to be a voluntary act and deed for the uses and purposes therein set forth.

WITNESS, my hand and Notary Seal.

My Commission Expires: _____

Signature of Notary Public

Printed Name of Notary Public

Notary Public County and State of Residence

NOTARY PUBLIC SEAL INDIANA

JAMES HUGHEY
RES. OF ELKHART CO.
MY COMM. EXP. 6-13-08

State of Indiana, County of Elkhart ss:

Before me, the undersigned, a Notary Public in and for said County and State aforesaid, on this 28TH day of June, 2005, personally appeared Rick Hollar and Nona Hollar, Husband and Wife who acknowledged the execution of the foregoing power of attorney to be a voluntary act and deed for the uses and purposes therein set forth.

WITNESS, my hand and Notary Seal.

My Commission Expires: _____

Signature of Notary Public

Printed Name of Notary Public

Notary Public County and State of Residence

NOTARY PUBLIC SEAL INDIANA

JAMES HUGHEY
RES. OF ELKHART CO.
MY COMM. EXP. 6-13-08

instrument was prepared by: Debra A. Guy, Attorney-at-Law #24473-71.
202 S. Michigan St., Ste. 1000, South Bend, IN 46601
C1223E05

RETURN TO: **HOLD FOR MERIDIAN TITLE CORP.**
Mail Tax Notices To:

Property Address:
1631 Oakland
Elkhart, IN

Tax ID No.
20-06-07-430-014-000-012
20-06-07-430-013-000-012
20-06-07-430-012-000-012
20-06-07-430-011-000-012
20-06-07-430-010-000-012
20-06-07-430-001-000-012
20-06-07-430-007-000-012
20-06-07-430-008-000-012
20-06-07-430-009-000-012

WARRANTY DEED

THIS INDENTURE WITNESSETH

Rick Hollar and Nona Hollar, Husband and Wife

CONVEY(S) AND WARRANT(S) TO

Sturgis Iron and Metal Co., Inc., a Michigan Corporation, for Ten Dollars and other valuable consideration the receipt whereof is hereby acknowledged, the following described REAL ESTATE in Elkhart County, in the State of Indiana, to wit:

A part of the Southeast Quarter (SE ¼) of Section Seven (7) Township Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:
Beginning in the center of the vacated alley, at a point eight and one-fourth (8 ¼) feet West of the Southwest corner of Lot Numbered Three Hundred sixty-two (362) in Elliston's Addition to the City of Elkhart; thence North along the centerline of said vacated alley, Two Hundred three (203) feet; thence East Eight and One-fourth (8 ¼) feet to the East line of the alley; thence North along the East line of said alley to the Northwest corner of Lot Numbered One Hundred Ten (110) in West Elkhart Addition; thence West Sixteen and one-half (16 ½) feet to the West line of the alley; thence North along the West line of said alley to the South line of Garfield Avenue; thence Northeasterly Sixty-three and ninety-eight hundredths (63.98) feet to the Southwest corner of Lot Numbered Three Hundred seventy-six (376) in the vacated Elliston's Addition; thence Northeasterly on the Northern line of Garfield Avenue Fifty (50) feet to the Southwest corner of Lot Numbered Sixty-four (64) in West Elkhart Addition; thence Northwestwardly along the Westerly line of said Lot Sixty-four (64), One Hundred twenty-seven and ninety-five hundredths (127.95) feet to the Grounds of the Lake Shore and Michigan Southern Railway Company; thence Southwesterly along the Southerly line of said Railway Company ground Two Hundred seventy-two and three tenths (272.3) feet to an iron stake; thence South, parallel with Oakland Avenue, One Hundred fifty-five and eighty-five hundredths(155.85) feet; thence East thirty-three (33) feet; thence South parallel with Oakland Avenue, Two Hundred fifty-five and six tenths (255.6) feet; thence East, Thirty-three (33) feet to the East line of Thirteenth Street; thence South on the East line of said Thirteenth Street, One Hundred twenty-two and twenty-five hundredths (122.25) feet to the northwest corner of Lot Numbered Three Hundred sixty (360) in Elliston's Addition; thence East on the North line of said Lot Numbered Three Hundred sixty (360) and said North line extended to the point of beginning.

ALSO: Lots Numbered One Hundred Six (106), One Hundred Seven (107), One Hundred Eight (108), One Hundred Nine (109), One Hundred Ten (110), One Hundred Eleven (111) and One Hundred Twelve (112) as the said Lots are known and designated on the recorded Plat of ELLIS BROTHERS WEST ELKHART ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 60, page 208 in the Office of the Recorder of Elkhart County, Indiana.

Subject to taxes for the year 2005, due and payable in 2006, and taxes for all subsequent years.
Subject to covenants, restrictions and easements of record.

IN WITNESS WHEREOF, the Grantor has executed this deed this ___ day of _____, 2005.

_____ _____
Rick Hollar Nona Hollar

State of Indiana, County of Elkhart ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Rick Hollar and Nona Hollar who acknowledged the execution of the foregoing Deed and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS, my hand and Seal this _____ day of _____, 2005.

My Commission Expires: _____ _____
Signature of Notary Public

_____
Printed Name of Notary Public

_____
Notary Public County and State of Residence

This instrument was prepared by: Debra A. Guy, Attorney-at-Law #24473-71.
202 S. Michigan St., Ste. 1000, South Bend, IN 46601
C1223E05 skc

MTC

MERIDIAN
ITLE CORPORATION

Corporate Office
202 S. Michigan St., Ste. 1000
South Bend, IN 46601
574 232-5845 FAX 289-1514

Elkhart Office
405 S. Second St., Ste. 100
Elkhart, IN 46516
574 293-3075 FAX 674-0070

BUYER(S) AND SELLER(S) CLOSING STATEMENT

MTC File No: C1223E05
Customer Reference:
Buyer(s): Sturgis Iron and Metal Co., Inc., a Michigan corporation
Seller(s): Meridian Title Corporation, as QI for Rick & Nona Hollar
Date: 6/28/2005

	BUYER(S)	SELLER(S)
PURCHASE PRICE:	$400,000.00	$400,000.00
CHARGES:		
Total sales/broker commission		$20,000.00
Appraisal fee		
Title insurance Owners (MTC)		$1,100.00
Lenders (MTC)		
Settlement or closing fee	$200.00	$200.00
Recording/Filing Service Fee	$85.00	
Document preparation		$50.00
Express Mail Service Fee	$40.00	
Attorney's fees to		
Processing Fee		
Administrative Fee		
Survey Paid Outside Closing by Buyer		
Environmental Cleanup POC by Buyer		
1031 Exchange Fee		$500.00
Excess deposit (see instructions)		
Payoff of first mortgage loan KeyBank		$16,042.52
Payoff of second mortgage loan		
Real Estate Tax Proration		$4,133.36
1/1/2005 to 6/28/2005		
178 days @ $ 23.22 per diem		
Real Estate Taxes		$4,237.85
Spring / Fall Installment		
TOTAL CHARGES:	$400,325.00	$46,313.73
CREDITS:		
Real Estate Tax Proration	$4,133.36	
1/1/2005 to 6/28/2005		
178 days @ $ 23.22 per diem		
Real Estate Taxes		
Spring /Fall Installment		
Deposit or earnest money	$10,000.00	
Principal amount of new loan(s)		
TOTAL CREDITS:	$14,133.36	$400,000.00
NET DUE (FROM BUYER - TO SELLER):	$386,191.64	$353,686.27

Sturgis Iron and Metal Co., Inc.

Ralph Levin
By:

Meridian Title Corporation, as Qualified Intermidiary

Approved by Rick Hollar

Nona Hollar
Approved by Nona Hollar

VENDOR'S AFFIDAVIT

Rick Hollar and Nona Hollar, Husband and wife (hereinafter referred to, jointly and severally as "Vendor") being first duly sworn state(s) that conveyance is being made, this day, to Sturgis Iron and Metal Co., Inc., a Michigan Corporation (hereinafter referred to, jointly and severally, as "Purchaser"), by Warranty Deed, the following described Real Estate located in Elkhart County, Indiana:

A part of the Southeast Quarter (SE ¼) of Section Seven (7) Township Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:

Beginning in the center of the vacated alley, at a point eight and one-fourth (8 ¼) feet West of the Southwest corner of Lot Numbered Three Hundred sixty-two (362) in Elliston's Addition to the City of Elkhart; thence North along the centerline of said vacated alley, Two Hundred three (203) feet; thence East Eight and One-fourth (8 ¼) feet to the East line of the alley; thence North along the East line of said alley to the Northwest corner of Lot Numbered One Hundred Ten (110) in West Elkhart Addition; thence West Sixteen and one-half (16 ½) feet to the West line of the alley; thence North along the West line of said alley to the South line of Garfield Avenue; thence Northeasterly Sixty-three and ninety-eight hundredths (63.98) feet to the Southwest corner of Lot Numbered Three Hundred seventy-six (376) in the vacated Elliston Addition; thence Northeasterly on the Northern line of Garfield Avenue Fifty (50) feet to the Southwest corner of Lot Numbered Sixty-four (64) in West Elkhart Addition; thence Northwestwardly along the Westerly line of said Lot Sixty-four (64), One Hundred twenty-seven and ninety-five hundredths (127.95) feet to the Grounds of the Lake Shore and Michigan Southern Railway Company; thence Southwesterly along the Southerly line of said Railway Company ground Two Hundred seventy-two and three tenths (272.3) feet to an iron stake; thence South, parallel with Oakland Avenue, One Hundred fifty-five and eighty-five hundredths(155.85) feet; thence East thirty-three (33) feet; thence South parallel with Oakland Avenue, Two Hundred fifty-five and six tenths (255.6) feet; thence East, Thirty-three (33) feet to the East line of Thirteenth Street; thence South on the East line of said Thirteenth Street, One Hundred twenty-two and twenty-five hundredths (122.25) feet to the northwest corner of Lot Numbered Three Hundred sixty (360) in Elliston Addition; thence East on the North line of said Lot Numbered Three Hundred sixty (360) and said North line extended to the point of beginning.

ALSO: Lots Numbered One Hundred Six (106), One Hundred Seven (107), One Hundred Eight (108), One Hundred Nine (109), One Hundred Ten (110), One Hundred Eleven (111) and One Hundred Twelve (112) as the said Lots are known and designated on the recorded Plat of ELLIS BROTHERS WEST ELKHART ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 60, page 208 in the Office of the Recorder of Elkhart County, Indiana.

and commonly known as 1631 Oakland, Elkhart, Indiana (street address) (hereinafter referred to as "Real Estate").

In connection with the sale of the Real Estate, Vendor has furnished Purchaser with a commitment for an owner's policy of title insurance for the Real Estate under date of June 2, 2005 at 8:00 AM issued by Meridian Title Corporation as File No. C1223E05.

Vendor has an indefeasible estate in fee simple in the Real Estate and the Real Estate is free and clear of every kind or description of lien, lease or encumbrance EXCEPT the following:

1. Current real estate taxes, not delinquent.

2. Such other matters affecting the Real Estate, if any, as are disclosed in the above commitment for title insurance.

Vendor has not executed, or permitted anyone on Vendor's behalf to execute, any conveyance, mortgage, lien, lease, security agreement, financing statement or encumbrance of or upon the Real Estate or any fixtures attached thereto, except as stated above, which is now outstanding or enforceable against the Real Estate. Vendor has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser, and Vendor has not given to any person an option or right of first refusal to purchase all or any part of the Real Estate, which is enforceable or exercisable now or at any time in the future. There are no unpaid claims for labor done upon or materials or equipment furnished for the Real estate in respect of which liens have been or may be filed, and to the best knowledge and belief of Affiant, the

improvements upon the Real Estate are all located entirely within the bounds of the Real Estate, and there are no encroachments thereon. There are no existing violations of zoning ordinances or other restrictions applicable to the Real Estate known to Affiant.

There is no judgment of any court of the State of Indiana or of any Court of the United States that is or may become a lien on the Real Estate. No petition for bankruptcy has been filed by or against Vendor within the last six months, nor is any petition now pending with respect to Vendor for bankruptcy, insolvency or incompetency. Vendor is neither principal nor surety on any bond payable to the State of Indiana.

The Real Estate is now occupied by and in possession of Rick Hollar and Nona Hollar, Husband and wife as Fee Simple and no other person has a right to possession or claims possession of all or any part of the Real Estate.

Vendor will deliver possession of Real Estate to Purchaser on or before **DATE OF CLOSING**, free and clear of any right or claim of any person to the possession of the Real Estate except:

Vendor has 210 days to vacate and remove equipment from the premises.

Vendor is not acting, directly or indirectly, in any capacity whatsoever for any foreign country or nation thereof, and Vendor is more than eighteen (18) years of age and a citizen of the United States.

Vendor has not received any bill, invoice or statement for special assessment of the Real Estate for public improvements thereto, nor any bill, invoice or statement for any special tax levy, and that neither the Vendor, nor affiant(s) (if different than Vendor) have received any notice or have any knowledge of any pending proceedings for the special assessment or special taxation of the Real Estate.

Vendor intends that each of the statements made herein shall be construed as a representation; each of the representations is made for the purpose of inducing Purchaser to purchase the Real Estate; and each of the representations, whether construed jointly or severally, is true. Vendor expressly authorizes Purchaser and the Title Insurance Company, and all other persons to rely on such representations.

Rick Hollar

Nona Hollar

State of Indiana, County of Elkhart ss:

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 28TH day of June, 2005.

My Commission Expires: _____

Signature of Notary Public

Printed Name of Notary Public

Notary Public County and State of Residence

NOTARY PUBLIC SEAL INDIANA

JAMES HUGHEY
RES. OF ELKHART CO.
MY COMM. EXP. 6-13-08

This instrument was prepared by: Debra A. Guy, Attorney-at-Law #24473-71.
202 S. Michigan St., Ste. 1000, South Bend, IN 46601
C1223E05 jdh

SALES DISCLOSURE FORM

State Form 46021 (R4/9-04)

Prescribed by Department of Local Government Finance
Pursuant to IC 6-1.1-5.5

PRIVACY NOTICE: The telephone numbers of the parties on this form are confidential according to IC 6-1.1-5.5-3(d)

PART 1 - To be completed by BUYER/GRANTEE and SELLER/GRANTOR (typed or printed in black ink)

PROPERTY TRANSFERRED

Parcel Number(s) (Show additional parcels on separate sheet if necessary.) | Acreage or Lot Size | Part of Parcel (split)

See Attached

Address | # of Parcels

City, Town, or Post Office | State | ZIP Code

Tax Billing Address (if other than property address)

P.O. Box 579 706755. Centerville Rd

City, Town, or Post Office | State | ZIP Code

Sturgis | MI | 49091

Legal Description

See Attached

CONDITIONS

Identify all conditions/items that apply

NOTE: If items 12-21 apply, filers are not subject to disclosure filing fee.

- (●) 1-Buyer is an adjacent property owner
- (●) 2-Vacant Land
- ( ) 3-Exchange for other real property ("Trade")
- ( ) 4-Seller Paid Points; amount if applicable
  $ ___ , ___ , ___
- ( ) 5-Change planned primary use of property? Describe in special circumstances
- ( ) 6-Existence of family or business relationship between buyer and seller
- ( ) 7-Land Contract Dated: _____
- ( ) 8-Personal property included in transfer, amount if applicable
  $ ___ , ___ , ___
- ( ) 9-Significant physical changes to property between March 1 and date of sale
- ( ) 10-Non-warranty deed; specify type _____
- ( ) 11-Partial Interest. Describe in special circumstances
- ( ) 12-Security interest documents such as mortgages or trust deeds.
- ( ) 13-Leases less than 90 years.
- ( ) 14-Document resulting from foreclosure, or express threat of foreclosure, divorce court order, condemnation, probate or other judicial proceedings
- ( ) 15-Agreements and other documents for mergers, consolidations, and incorporations
- ( ) 16-Quitclaim deeds not serving as a source of title
- ( ) 17-Documents involving the partition of land between tenants in common, joint tenants, or tenants by the entirety.
- ( ) 18-Transfer to a charity, not for profit or government institution
- (●) 19-Transfer for no or discounted consideration, or gift
- ( ) 20-Rerecording to correct prior recorded document
- ( ) 21-Easements, Right-of-way grants

SALES DATA

Contract Date (MM/DD/YYYY): 06 / 28 / 2005

Sales Price: $ ___ , ___ , ___ 0

Describe any unusual or special circumstances related to this sale, including the specification of any less-than-complete ownership interest and terms of seller financing.

To be combined as one Parcel & with deed from Rick & Nona Kollar

PART 1 - To be completed by BUYER/GRANTEE and SELLER/GRANTOR (typed or printed in black ink)

Seller(s)/Grantor(s)

Seller 1 - Name or Entity as appears on deed: R 11, L.L.C.

Address: 70675 S. Centerville Rd

City, Town, or Post Office: Sturgis | State: MI | ZIP Code: 49091 -

Seller 2 - Name or Entity as appears on deed:

Address:

City, Town, or Post Office: | State: | ZIP Code: -

Title Company Name (if applicable): Meridian Title Corp | Title Company Phone: 800-777-1574

Buyer(s)/Grantee(s)

Buyer 1 - Name or Entity as appears on deed: Sturgis Iron and Metal Co., Inc.

Address: 70675 S. Centerville Rd

City, Town, or Post Office: Sturgis | State: MI | ZIP Code: 49091 -

Will this property be the buyer's primary residence? ○ Yes ● No

Buyer 2 - Name or Entity as appears on deed:

Address:

City, Town, or Post Office: | State: | ZIP Code: -

Signatures

Under penalties of perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5, "Real Property Sales Disclosure Act".

Signature of Seller: Ralph Levin

Seller Sign Date (MM/DD/YYYY): 06/28/2005

Seller Phone: 269-651-7851

Signature of Buyer: Ralph Levin

Buyer Sign Date (MM/DD/YYYY): 06/28/2005

Buyer Phone: 269-651-7851

PART 2 - COUNTY AUDITOR

AUDITOR'S FILE STAMP

Completion ○ Yes ○ No

Date Entered in Transfer Book: / /

PART 3 - COUNTY OR TOWNSHIP ASSESSOR

County Assessor or other assessing offical must verify and complete the following information:

○ Significant physical changes to property between March 1 and date of sale

$, , AV LAND

Property class / use code

Taxing District (DLGF assigned)

$, , AV IMPV

$, , AV TOTAL

○ Valid Sale

NEIGHBORHOOD CODE

INSTRUCTIONS

Indiana law requires a sales disclosure form to be completed when a conveyance document (see definition below) is filed with the county auditor. The county auditor may not accept a conveyance if (1) the sales disclosure form is not included with the conveyance document; or (2) the sales disclosure form is incomplete. A person filing a sales disclosure form shall pay a fee of ten dollars ($10.00) to the county auditor.

PART 1: BUYER AND SELLER INFORMATION

Property Transferred Information. Either the buyer/grantee or the seller/grantor should provide the parcel number(s) (including all dashes and decimals), full address, tax billing address, lot size, and legal description of the parcel(s) transferred. A legal description is especially important for metes and bounds descriptions and new parcels. If the transaction consists of more than three parcels, an additional list of parcel numbers and lot sizes must be attached to this document.

Sales conditions/items. The information in this section is used to determine sales characteristics, establish market value, determine applicability of the sale and for use in ratio or other studies. The appropriate circle or circles should be filled in for all conditions/items that apply to the sale. With regard to personal property (see definitions below), the buyer or seller must enter an estimated value of the personal property included in the sale. Similarly, the buyer and seller must enter the amount of seller paid points as applicable. Please note that while indicating that certain conditions/items will result in not paying a filing fee, the buyer/grantee or seller/grantor is still responsible for completing the form in full.

Sales Data. The date and sales price of the property transfer is to be printed in the spaces provided. Any unusual or special conditions of the sale that may affect the sales price or terms of the sales agreement should also be described.

Seller/Grantor Information. Seller(s)/grantor(s) are to provide the full name and address for seller(s) or entity as applicable. If there are more than two individuals or entities involved in the transaction, additional ownership information must be included in an attachment to this form. The seller/grantor must also provide, if applicable, the name and telephone number of the title company that handled the transaction.

Buyer/Grantee Information. Buyer(s)/grantee(s) are to provide the full name and address for buyer(s) or entity as applicable. If there are more than two individuals or entities involved in the transaction, additional ownership information must be included in an attachment to this form. The buyer/grantee must also indicate whether the property will be used as a residential primary residence.

Signature and Verification. The buyer/grantee, seller/grantor or their representatives must sign one (1) sales disclosure form, or if the parties do not agree on the information to be included on the completed form, each party must sign and file a separate form. If anyone other than the buyer/seller or an attorney of the buyer/seller is filling out the form, a properly executed Power of Attorney must be completed and attached. **A person who knowingly and intentionally falsifies or omits any information required on this form commits a Class A infraction.**

PART 2: COUNTY AUDITOR RESPONSIBILITY

The county auditor is responsible for collecting the filing fee as well as ensuring that all parties to the conveyance have completed and signed the form as required. The county auditor may not accept the sales disclosure statement if the statement is not signed by the buyer or seller. If the buyer or seller fails to completely fill out their designated portion of the form, the county auditor may not accept the conveyance document. The county auditor must also confirm the date the property was duly entered for transfer.

PART 3: COUNTY ASSESSOR INFORMATION

The county assessor is responsible for determining whether or not significant physical changes have been made to the property between March 1 and the date of sale. The county assessor is also responsible for entering property class or use codes, the proper department of local government finance taxing district number, the current assessed value, and neighborhood code information. The county assessor and/or other assessing officials are responsible for verifying the sale as well (note that verification is not required prior to submitting sales data to the DLGF). Sales disclosure forms provided in response to public records requests should not include phone numbers.

Definitions

Conveyance Document means any document, land sale contract, deed, quitclaim deed serving as a source of title, or other document presented for recording, that purports to transfer a real property interest for valuable consideration.

Personal property – items that are not attached (built-in or affixed) to the real estate (land and buildings). This might include items such as washers, dryers, window treatments, stoves and refrigerators. Other items considered personal property are boats and other vehicles, inventories (livestock, goods in process or for trade, or agricultural commodities) and machinery used in farming or manufacturing.

Tax ID No. 20-06-07-429-001-000-012
20-06-07-429-002-000-012
20-06-07-429-004-000-012
20-06-07-429-005-000-012

TRACT I

A portion of the Southeast Quarter (SE 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East in the City of Elkhart, Elkhart County, State of Indiana, more particularly described as follows:

Commencing at the intersection of the West line of 13th Street and the South property line of the New York Central Railroad as conveyed to its predecessor, The Lake Shore & Michigan Southern Railway Company by Quit-Claim Deed dated February 16, 1909 and recorded in the Office of the Recorder of Elkhart County on May 1, 1909 in Book 117, page 506, said point being Seventy (70) feet directly South from the Southeast corner of the property formerly owned by the Elkhart Frog & Crossing Company; thence North a distance of Seventy (70) feet to the said Southeast corner; thence West along the South line of the property formerly owned by the said Elkhart Frog and Crossing Company and along the North line of the above conveyance, a distance of Six hundred (600) feet, more or less, to a point Twelve (12) feet Southeasterly by radial measurement from the centerline of the most Easterly track of the Grantor; thence Southerly along a curved line concentric with the centerline of said track, a distance of Two hundred seventy-five (275) feet, more or less, to a point in the South line of the property covered by the above conveyance; thence Northeasterly along said property line, a distance of Seven hundred fifteen (715) feet, more or less, to the point of beginning.

TRACT II

A part of the Southeast Quarter (SE 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:

Commencing at the Northeast corner of Fourteenth Street as marked on the recorded Plat of Elliston's Addition; thence North Eighty (80) feet; thence West Thirty-three (33) feet; thence South Eighty (80) feet; thence East Thirty-three (33) feet to the place of beginning.

ALSO: A part of the Southeast Quarter (SE 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, situated in the City of Elkhart, State of Indiana, bounded and described as follows:

Commencing at the intersection of the West line of Fourteenth Street and the North line of Wolf Avenue, as the said are platted in the City of Elkhart, Indiana; thence South along the West line of Fourteenth Street, Four and thirty-nine hundredths (4.39) feet to an iron stake; thence North Eighty-nine (89) degrees Forty-four (44) minutes West, Ninety-six and seventy-eight hundredths (96.78) feet to an iron stake; thence North Zero (0) degrees Sixteen (16) minutes East, Forty-five and seventy-three hundredths (45.73) feet to an iron stake on the North line of the former Sidway property for the beginning point of this description; thence South Zero (0) degrees Sixteen (16) minutes West, Forty-five and seventy-three hundredths (45.73) feet to an iron stake; thence South Eighty-nine (89) degrees Forty-four (44) minutes East, Ninety-six and seventy-eight hundredths (96.78) feet to an iron stake on the West line of Fourteenth Street; thence North along the West line of Fourteenth Street, Four and thirty-nine hundredths (4.39) feet to the North line of Wolf Avenue; thence South Eighty-nine (89) degrees Fifty-nine (59) minutes East, Seventeen (17) feet to an iron stake; thence North Sixty-two and forty-five hundredths (62.45) feet to an iron stake; thence North Eighty-nine (89) degrees Fifty-nine (59) minutes West, Thirty-three (33) feet; thence North Two and five hundredths (2.05) feet; thence South Seventy-four (74) degrees Twenty-seven (27) minutes West along the North line of the former Sidway Property to the place of beginning.

TRACT III

A part of the Southeast Quarter (SE 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:

Commencing at a point which is Seventeen hundred fifty-five (1755) feet North and Four hundred thirty-five (435) feet West of the Southeast corner of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, which point is the Northeast corner of a certain parcel of land now owned by the New York Central Railroad Company; thence West Five hundred eighty-four and five tenths (584.5) feet; thence in a Northeastwardly direction at an angle of Forty-seven (47) degrees measured from East to Northeast from said South line, a distance of One hundred Forty-four (144) feet to a point; thence Northeastwardly in a straight line Two hundred (200) feet, more or less, to a point on the South line of the right-of-way of Lake Shore and Michigan Southern Railway (now New York Central Railroad Company) which point is Four hundred eighty-five (485) feet distant Northeastwardly from a point which is Seven hundred forty-nine and five tenths (749.5) feet Westwardly from the beginning point of this description, measured along the first above described line produced Westwardly; thence Northeastwardly along the South line of said right of way to a point, which if Four hundred thirty-five (435) feet due North of the place of beginning; thence South Four hundred thirty-five (435) feet to the place of beginning.

RETURN TO: **HOLD FOR MERIDIAN TITLE CORP.**

Property Address:
1703 Thirteenth 1727 Fourteenth
Elkhart, IN 46516

Tax ID No. 20-06-07-429-001-000-012
20-06-07-429-002-000-012
20-06-07-429-004-000-012
20-06-07-429-005-000-012

Mail Tax Statements To:
P.O. Box 579
70675 S. CENTERVILLE RD
Sturgis, MI 49091

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH

R 11, L.L.C., a Michigan limited liability company

RELEASE AND QUIT CLAIM

To Sturgis Iron and Metal Co., Inc., a Michigan Corporation for Ten Dollars and other valuable consideration the receipt whereof is hereby acknowledged, the following described REAL ESTATE in Elkhart, in the State of Indiana, to wit:

SEE ATTACHED LEGAL DESCRIPTION

Subject to taxes for the year 2005, due and payable in 2006, and taxes for all subsequent years.

Subject to covenants, restrictions and easements of record.

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are a current member/manager of said Limited Liability Company and have been fully empowered by a proper meeting and vote of Grantor's members to execute and deliver this deed.

IN WITNESS WHEREOF, The Grantor has executed this deed this 28TH day of June, 2005.

R 11, L.L.C., a Michigan limited liability company

By: Ralph Levin
Ralph Levin, Member

State of Indiana, County of Elkhart ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ralph Levin who acknowledged the execution of the foregoing Deed and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS, my hand and Seal this 28TH day of June, 2005.

My Commission Expires: _____

Signature of Notary Public

Printed Name of Notary Public

Notary Public County and State of Residence

NOTARY PUBLIC SEAL INDIANA

JAMES HUGHEY
RES. OF ELKHART CO.
MY COMM. EXP. 6-13-08

instrument was prepared by: Debra A. Guy, Attorney-at-Law #24473-71.
202 S. Michigan St., Ste. 1000, South Bend, IN 46601
C1223E05 jdh

LEGAL DESCRIPTION

TRACT I

A portion of the Southeast Quarter (SE 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East in the City of Elkhart, Elkhart County, State of Indiana, more particularly described as follows:

Commencing at the intersection of the West line of 13th Street and the South property line of the New York Central Railroad as conveyed to its predecessor, The Lake Shore & Michigan Southern Railway Company by Quit-Claim Deed dated February 16, 1909 and recorded in the Office of the Recorder of Elkhart County on May 1, 1909 in Book 117, page 506, said point being Seventy (70) feet directly South from the Southeast corner of the property formerly owned by the Elkhart Frog & Crossing Company; thence North a distance of Seventy (70) feet to the said Southeast corner; thence West along the South line of the property formerly owned by the said Elkhart Frog and Crossing Company and along the North line of the above conveyance, a distance of Six hundred (600) feet, more or less, to a point Twelve (12) feet Southeasterly by radial measurement from the centerline of the most Easterly track of the Grantor; thence Southerly along a curved line concentric with the centerline of said track, a distance of Two hundred seventy-five (275) feet, more or less, to a point in the South line of the property covered by the above conveyance; thence Northeasterly along said property line, a distance of Seven hundred fifteen (715) feet, more or less, to the point of beginning.

TRACT II

A [illegible]t of the Southeast Quarter (SE 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, [illegible] particularly described as follows:

Commencing at the Northeast corner of Fourteenth Street as marked on the recorded Plat of Elliston's Addition; thence North Eighty (80) feet; thence West Thirty-three (33) feet; thence South Eighty (80) feet; thence East Thirty-three (33) feet to the place of beginning.

ALSO: A part of the Southeast Quarter (SE 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, situated in the City of Elkhart, State of Indiana, bounded and described as follows:

Commencing at the intersection of the West line of Fourteenth Street and the North line of Wolf Avenue, as the said are platted in the City of Elkhart, Indiana; thence South along the West line of Fourteenth Street, Four and thirty-nine hundredths (4.39) feet to an iron stake; thence North Eighty-nine (89) degrees Forty-four (44) minutes West, Ninety-six and seventy-eight hundredths (96.78) feet to an iron stake; thence North Zero (0) degrees Sixteen (16) minutes East, Forty-five and seventy-three hundredths (45.73) feet to an iron stake on the North line of the former Sidway property for the beginning point of this description; thence South Zero (0) degrees Sixteen (16) minutes West, Forty-five and seventy-three hundredths (45.73) feet to an iron stake; thence South Eighty-nine (89) degrees Forty-four (44) minutes East, Ninety-six and seventy-eight hundredths (96.78) feet to an iron stake on the West line of Fourteenth Street; thence North along the West line of Fourteenth Street, Four and thirty-nine hundredths (4.39) feet to the North line of Wolf Avenue; thence South Eighty-nine (89) degrees Fifty-nine (59) minutes East, Seventeen (17) feet to an iron stake; thence North Sixty-two and forty-five hundredths (62.45) feet to an iron stake; thence North Eighty-nine (89) degrees Fifty-nine (59) minutes West, Thirty-three (33) feet; thence North Two and five hundredths (2.05) feet; thence South Seventy-four (74) degrees Twenty-seven (27) minutes West along the North line of the former Sidway Property to the place of beginning.

TRACT III

A part of the Southeast Quarter (SE 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:

Commencing at a point which is Seventeen hundred fifty-five (1755) feet North and Four hundred thirty-five (435) feet West of the Southeast corner of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, which point is the Northeast corner of a certain parcel of land now owned by the New York Central Railroad Company; thence West Five hundred eighty-four and five tenths (584.5) feet; thence in a Northeastwardly direction at an angle of Forty-seven (47) degrees measured from East to Northeast from said South line, a distance of One hundred Forty-four (144) feet to a point; thence Northeastwardly in a straight line Two hundred (200) feet, more or less, to a point on the South line of the right-of-way of Lake Shore and Michigan Southern Railway (now New York Central Railroad Company) which point is Four hundred eighty-five (485) feet distant Northeastwardly from a point which is Seven hundred forty-nine and five tenths (749.5) feet Westwardly from the beginning point of this description, measured along the first above described line produced Westwardly; thence Northeastwardly along the South line of said right of way to a point, which if Four hundred thirty-five (435) feet due North of the place of beginning; thence South Four hundred thirty-five (435) feet to the place of beginning.

RELEASE OF MORTGAGE

THIS CERTIFIES that a mortgage executed by Rick Hollar and Nona Hollar, husband and wife to KeyBank National Association on the 2nd day of January, 2004, securing $156,228.60 and recorded January 9, 2004 as Document Number 2004-00863 in the Office of the Recorder of Elkhart County, State of Indiana, has been released and discharged, that Lake City Bank is the holder of the Note/Mortgage, and that the lien of the Mortgage is hereby released.

Such release of said Mortgage in no way effects a discharge of the underlying debt, and shall not prejudice any existing or future rights, remedies, benefits or powers belonging or accruing to payee under the Note. The Terms of said Note shall remain in full force and effect.

IN WITNESS WHEREOF KeyBank National Association, Mortgagee(s) aforesaid, has hereunto executed this Release of Mortgage this 27th day of June, 2005.

KeyBank National Association

By: Robert J. Mater

S of Indiana, County of Elkhart ss:

Before me, a Notary Public in and for said County and State, personally appeared Robert J. Mater of KeyBank National Association, who acknowledged the execution of the foregoing Release of Mortgage, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 27th day of June, 2005.

My Commission Expires: Feb 1, 2010

Michael B. Makowski
Signature of Notary Public

Michael B. Makowski
Printed Name of Notary Public

St. Joseph Co. / Indiana
Notary Public County and State of Residence

This instrument was prepared by: Debra A. Guy, Attorney-at-Law #24473-71.
202 S. Michigan St., Ste. 1000, South Bend, IN 46601
C1223E05 jdh

RELEASE OF MORTGAGE

THIS CERTIFIES that a mortgage executed by Rick Hollar and Nona Hollar, husband and wife to KeyBank National Association on the 2nd day of January, 2004, securing $52,141.90 and recorded January 8, 2004 as Document Number 2004-00800 in the Office of the Recorder of Elkhart County, State of Indiana, has been fully paid and satisfied, and the same hereby released.

IN WITNESS WHEREOF KeyBank National Association, Mortgagee(s) aforesaid, has hereunto executed this Release of Mortgage this 27th day of June, 2005.

KeyBank National Association

By: Robert J. Mater

State of INDIANA, County of ELKHART ss:

Before me, a Notary Public in and for said County and State, personally appeared ROBERT J. MATER of K Bank National Association, who acknowledged the execution of the foregoing Release of Mortgage, and who, having b duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 27th day of June, 2005.

Michael B. Makowski
Signature of Notary Public

My Commission Expires: FEB 1, 2010

MICHAEL B. MAKOWSKI
Printed Name of Notary Public

ST. JOSEPH CO. / INDIANA
Notary Public County and State of Residence

This instrument was prepared by: Debra A. Guy, Attorney-at-Law #24473-71.
202 S. Michigan St., Ste. 1000, South Bend, IN 46601
C1223E05 jdh

Second Addendum to Real Estate Purchase Ag
By and Between Rick Hollar and Nona Hollar ("S
R 11, L.L.C. or its assignee entity ("Purchaser") dated

Property: 1613 Oakland Avenue, Elkhart, Indiana

This Second Addendum is executed in consideration of the mutual
and is an integral part of the Real Estate Purchase Agreement ("Purcnase Agreement") between Seller and Purchaser to which it is attached and is hereby incorporated by reference into the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and this Addendum, the Addendum shall be controlling.

1. The first part of Paragraph E containing the hand written language prepared by the realtor for the Seller is deleted and the following substituted therefore:

At closing, the Purchaser shall have possession of the westerly and southwesterly portion of the Property including the existing smoke stacks. Seller shall vacate this agreed upon portion of the Property within two weeks from closing to allow Purchaser to demolish the buildings and improvements located on this portion of the Property. Seller shall possess the balance of the Property for a period up to and including 210 days from closing without rent payable by Seller to Purchaser. During the time from closing to vacating the Property, Seller shall be responsible for the payment of all utility charges including but not limited to gas, water, electrical and sewer at the Property. Notwithstanding this provision, the Seller shall use its best efforts to vacate the balance of the Property as soon as possible consistent with the continued operation of Seller's business. Seller has informed Purchaser that Seller has located a building to purchase and anticipates vacating the Property as quickly as possible

2. Paragraph F is deleted in its entirety and the following substituted therefore:

F. Closing. The closing on the sale shall take place at Meridian Title Company, Elkhart, Indiana on or before June 27, 2005 or at the end of the Due Diligence Period, whichever is later ("Closing Date") or this agreement shall terminate unless the Closing Date is extended in writing by Seller and Purchaser which agreement shall be signed without either Seller or Purchaser withholding consent.

3. Paragraph J (4) is amended by adding subparagraph 3 as follows:

Access to and Inspection of Property. Seller hereby consents to entry upon the Property by Purchaser and Purchaser's consultant for the purpose of conducting an additional Phase II environmental site assessment and asbestos abatement survey. Such inspection and testing shall be conducted in a reasonable manner and shall not interfere with the current operation of the Property. The inspection and testing shall be conducted at the sole cost and expense of the Purchaser. Purchaser hereby agrees that the results of any such testing and any reports or data generated in the course of conducting the environmental assessment and testing shall be deemed confidential and not disclosed to third parties, absent an order of administrative or judicial body

mandating such disclosure. The Purchaser agrees to pay the cost of all environmental assessments conducted for the Property.

4. On the Closing Date, the Seller and Purchaser agree to sign an environmental agreement releasing Seller from environmental liabilities other than those environmental liabilities caused by Seller during the time they owned the Property.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

Rick Hollar

Nona Hollar

Seller

R 11, L.L.C. or its assignee entity

By: Ralph Levin, Member

Purchaser

ENVIRONMENTAL RELEASE

WHEREAS R 11, LLC entered into a real estate purchase agreement as the Buyer with Rick Hollar and Nona Hollar as Sellers dated January 31, 2005, as amended, for the purchase of the property commonly known as 1613 Oakland Avenue, Elkhart, Indiana;

WHEREAS, Sturgis Iron and Metal Company, Inc. is the assignee of R 11, LLC;

WHEREAS, R 11, LLC and/or Sturgis Iron and Metal Company, Inc., through their agents have conducted extensive environmental investigations of the said real estate;

THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sturgis Iron and Metal Company, Inc. hereby release Rick Hollar and Nona Hollar from any and all liability for the environmental condition of the said real estate. Notwithstanding the foregoing, the said Release does not apply to any environmental contamination which occurred during the period the said real estate was owned by Rick Hollar and Nona Hollar.

Without limiting the foregoing, this Release shall apply to any common law cause of action or any statutory cause of action under the Federal Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Solid Waste Disposal Act, and any other comparable state, federal, or local environmental law or regulation.

This Release shall survive the closing and delivery of the deed.

Dated: 6-28, 2005.

Sturgis Iron and Metal, Inc.

By: Ralph Levin

msw\agree\r11sim-envrel\jvw\mj

John Dresser

From: "James Hughey" <JHughey@meridiantitle.com>
To: "James V. Woodsmall (E-mail)" <jwoodsmall@warrickandboyn.com>; "John Dresser (E-mail)" <jdresser@dresserlaw.com>
Sent: Thursday, June 23, 2005 12:37 PM
Attach: C1223E05(1099)Nona.doc; C1223E05(1099)Rick.doc; c1223E05Deed.doc; C1223E05Disc.tif; C1223E05DisclosurePOA.doc; C1223E05Settlement.pdf; C1223E05SettlementComm.pdf; C1223E05Vendors.doc
Subject: C1223E05

Attached, please find draft settlement in HUD format and a commercial closing statement. The November Taxes will be paid at closing. I have revised the deed to reference possible easements within vacated alleys.

Jim, I will send by seperate email the 1031 documents.

Also attached, please find copies of Transfer documents for review and comments. Per request, I have included some lanuage regarding tenant in possession on the Vendor's Statement.

I will forward a revised commitment and Mark Up later today.

James Hughey
Meridian Title Corporation
405 S. Second St., Suite 100
Elkhart, IN 46516-3244
Phone: (574) 293-3075
Fax: (574) 523-0449
Cell: (574) 849-8886

http://www.meridiantitle.com

<<C1223E05(1099)Nona.doc>> <<C1223E05(1099)Rick.doc>> <<c1223E05Deed.doc>> <<C1223E05Disc.tif>> <<C1223E05DisclosurePOA.doc>> <<C1223E05Settlement.pdf>> <<C1223E05SettlementComm.pdf>> <<C1223E05Vendors.doc>>

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the recipient and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact JHughey@meridiantitle.com by reply e-mail and destroy all copies of the original message.

A. U.S. Department of Housing and Urban Development

Settlement Statement

B. Type of Loan

1. [ ] FHA 2. [ ] FMHA 3. [ ] Conv. Unins.
4. [ ] VA 5. [ ] Conv. Ins.

6. File Number: C1223E05
7. Loan Number:
8. Mortgage Ins. Case No.:

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

D. Name of Borrower: Sturgis Iron and Metal Co., Inc., P.O. Box 579, 70675 S. CENTERVILLE RD, Sturgis, MI 49091

E. Name of Seller: Rick Hollar, 19456 CR 104, Bristol, IN 46507 TIN:
Nona Hollar, 19456 CR 104, Bristol, IN 46507 TIN:

F. Name of Lender:

G. Property Location: 7-37-5; Lot 106, West Elkhart; Lot 107, West Elkhart; Lot 107, West Elkhart; Lot 108, West Elkhart; Lot 108&109, West Elkhart; Lot 111, West Elkhart; Lot 112, West Elkhart; Lot 112, West Elkhart

1631 Oakland, Elkhart, IN

H. Settlement Agent: Meridian Title Corporation (800) 777-1574 TIN: 35-0134643
Place of Settlement: 405 S. Second Street, Suite 100, Elkhart, IN 46516

I. Settlement Date: 6/28/2005 **Proration Date:** 6/28/2005

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross amount due from borrower:		**400. Gross amount due to seller:**	
101. Contract sales price	400,000.00	401. Contract sales price	400,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	325.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	400,325.00	**420. Gross amount due to seller:**	400,000.00
200. Amounts paid by or on behalf of the borrower		500. Reduction in amount due to seller	
201. Deposit or earnest money	10,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	21,400.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan KeyBank	16,042.52
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes 1/1/2005 to 6/28/2005	4,133.36	511. County taxes 1/1/2005 to 6/28/2005	4,133.36
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516. 04 pay 05 Taxes	4,237.85
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	14,133.36	**520. Total reduction in amount due seller:**	45,813.73
300. Cash at settlement from/to borrower		600. Cash at settlement to/from seller	
301. Gross amount due from borrower (line 120)	400,325.00	601. Gross amount due to seller (line 420)	400,000.00
302. Less amount paid by/for borrower (line 220)	14,133.36	602. Less total reduction in amount due seller(line 520)	45,813.73
303. CASH (X)FROM ()TO BORROWER	386,191.64	603. CASH ()FROM (X)TO SELLER	354,186.27

L. Settlement Charges	6/23/05 10:15 AM	File Number: C1223E05	
700.	Total sales/broker commission based on : $400,000.00 @ 5.0000% = $20,000.00	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
	Division of commission (line 700) as follows:		
701.	$20,000.00 to A Progressive Realty		
702.			
703.	Commission paid at settlement $20,000.00		20,000.00
704.	$10,000.00 earnest money retained by Listing Broker as POC.		
800.	Items payable in connection with loan		
801.	Loan origination fee		
802.	Loan discount		
803.	Appraisal fee		
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance application fee		
807.	Assumption fee		
808.			
809.			
810.			
811.			
812.			
900.	Items required by lender to be paid in advance		
901.	Interest from		
902.	Mortgage insurance premium for		
903.	Hazard insurance premium for		
904.			
905.			
1000.	Reserves deposited with lender		
1001.	Hazard insurance		
1002.	Mortgage insurance		
1003.	City property taxes		
1004.	County property taxes		
1005.	Annual assessments (maint.)		
1006.			
1007.			
1008.			
1009.	Aggregate Accounting Adjustment		
1100.	Title charges		
1101.	Settlement or closing fee to Meridian Title	200.00	200.00
1102.	Abstract or title search		
1103.	Title examination		
1104.	Title insurance binder		
1105.	Document preparation to Debra A. Guy		50.00
1106.	Notary fees		
1107.	Attorney's fees to		
	includes above items no.:		
1108.	Title insurance to Meridian Title Corporation		1,100.00
	includes above items no.:		
1109.	Lender's coverage		
1110.	Owner's coverage $400,000.00 $1,100.00		
1111.	Processing Fee		
1112.	Administrative Fee		
1113.	Express Mail Service Fee to Meridian Title	40.00	
1200.	Government recording and transfer charges		
1201.	Recording fees: Release $50.00		50.00
1202.	City/county tax/stamps:		
1203.	State tax/stamps:		
1204.			
1205.	County R.E. Certification		
1206.	Recording/Filing Service Fee to Meridian Title	85.00	
1300.	Additional settlement charges		
1301.	Survey Paid Outside Closing by Buyer		
1302.	Pest inspection		
1303.	Environmental Cleanup POC by Buyer		
1304.			
1305.			
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)	325.00	21,400.00

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Sturgis Iron and Metal Co., Inc., a Michigan corporation

By:

Meridian Title Corporation, Qualified Intermediary

Approved by Rick Hollar

Approved by Nona Hollar

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Meridian Title Corporation (800) 777-1574

Date

LIMITED POWER OF ATTORNEY
FOR PREPARATION, COMPLETION AND SIGNATURE
OF THE INDIANA SALES DISCLOSURE FORM

Know all men by these presents that the undersigned Buyer(s) and Seller(s) do hereby make, constitute and appoint Meridian Title Corporation or its designated agent

to be my/our true and lawful attorney, for me/us and in my/our name, place and stead to do any and all of the following:

1. To prepare, complete and, if necessary, sign the Indiana Sales Disclosure Form for the property located at:
   1631 Oakland, Elkhart, IN

This power shall not be affected by my/our later disability or incompetence.

I/We give and grant to my/our said Attorney-in-Fact full power and authority to do and perform all and every act and thing requisite or proper to be done in the exercise of the rights and powers herein granted, as fully, to all intents and purposes, as I/we might or could do if personally present, with full power and substitution and revocation and with full authority to deal with the property as authorized above hereby ratifying and confirming all that my/our said Attorney-in-Fact, or his/her substitute, or substitutes, lawfully do or cause to be done by virtue of the authority granted herein.

Signed this ____ day of June, 2005.

SELLER(S)	BUYER(S)
_____	Sturgis Iron and Metal Co., Inc., a Michigan Corporation
Rick Hollar	
_____	By: _____
Nona Hollar	

State of Indiana, County of Elkhart ss:

Before me, the undersigned, a Notary Public in and for said County and State aforesaid, on this ____ day of June, 2005, personally appeared _____, of Sturgis Iron and Metal Co., Inc., a Michigan Corporation who acknowledged execution of the foregoing power of attorney to be a voluntary act and deed for the uses and purposes therein set forth.

WITNESS, my hand and Notary Seal.

My Commission Expires: _____

_____
Signature of Notary Public

_____
Printed Name of Notary Public

_____
Notary Public County and State of Residence

State of Indiana, County of Elkhart ss:

Before me, the undersigned, a Notary Public in and for said County and State aforesaid, on this ____ day of June, 2005, personally appeared Rick Hollar and Nona Hollar, Husband and Wife who acknowledged the execution of the foregoing power of attorney to be a voluntary act and deed for the uses and purposes therein set forth.

WITNESS, my hand and Notary Seal.

My Commission Expires: _____

_____
Signature of Notary Public

_____
Printed Name of Notary Public

_____
Notary Public County and State of Residence

This instrument was prepared by: Debra A. Guy, Attorney-at-Law #24473-71.
202 S. Michigan St., Ste. 1000, South Bend, IN 46601
C1223E05

RETURN TO: **HOLD FOR MERIDIAN TITLE CORP.**

Mail Tax Notices To:	Tax ID No.	20-06-07-430-001-000-012
		20-06-07-430-007-000-012
		20-06-07-430-008-000-012
		20-06-07-430-009-000-012
		20-06-07-430-010-000-012
Property Address:		20-06-07-430-011-000-012
1631 Oakland		20-06-07-430-012-000-012
Elkhart, IN		20-06-07-430-013-000-012
		20-06-07-430-014-000-012

WARRANTY DEED

THIS INDENTURE WITNESSETH

Rick Hollar and Nona Hollar, Husband and Wife

CONVEY(S) AND WARRANT(S) TO

Sturgis Iron and Metal Co., Inc., a Michigan Corporation, for Ten Dollars and other valuable consideration the receipt whereof is hereby acknowledged, the following described REAL ESTATE in Elkhart County, in the State of Indiana, to wit:

A part of the Southeast Quarter (SE ¼) of Section Seven (7) Township Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:
Beginning in the center of the vacated alley, at a point eight and one-fourth (8 ¼) feet West of the Southwest corner of Lot Numbered Three Hundred sixty-two (362) in Elliston's Addition to the City of Elkhart; thence North along the centerline of said vacated alley, Two Hundred three (203) feet; thence East Eight and One-fourth (8 ¼) feet to the East line of the alley; ıce North along the East line of said alley to the Northwest corner of Lot Numbered One Hundred Ten (110) in West ..hart Addition; thence West Sixteen and one-half (16 ½) feet to the West line of the alley; thence North along the West line of said alley to the South line of Garfield Avenue; thence Northeasterly Sixty-three and ninety-eight hundredths (63.98) feet to the Southwest corner of Lot Numbered Three Hundred seventy-six (376) in the vacated Elliston's Addition; thence Northeasterly on the Northern line of Garfield Avenue Fifty (50) feet to the Southwest corner of Lot Numbered Sixty-four (64) in West Elkhart Addition; thence Northwestwardly along the Westerly line of said Lot Sixty-four (64), One Hundred twenty-seven and ninety-five hundredths (127.95) feet to the Grounds of the Lake Shore and Michigan Southern Railway Company; thence Southwesterly along the Southerly line of said Railway Company ground Two Hundred seventy-two and three tenths (272.3) feet to an iron stake; thence South, parallel with Oakland Avenue, One Hundred fifty-five and eighty-five hundredths(155.85) feet; thence East thirty-three (33) feet; thence South parallel with Oakland Avenue, Two Hundred fifty-five and six tenths (255.6) feet; thence East, Thirty-three (33) feet to the East line of Thirteenth Street; thence South on the East line of said Thirteenth Street, One Hundred twenty-two and twenty-five hundredths (122.25) feet to the northwest corner of Lot Numbered Three Hundred sixty (360) in Elliston's Addition; thence East on the North line of said Lot Numbered Three Hundred sixty (360) and said North line extended to the point of beginning.

ALSO: Lots Numbered One Hundred Six (106), One Hundred Seven (107), One Hundred Eight (108), One Hundred Nine (109), One Hundred Ten (110), One Hundred Eleven (111) and One Hundred Twelve (112) as the said Lots are known and designated on the recorded Plat of ELLIS BROTHERS WEST ELKHART ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 60, page 208 in the Office of the Recorder of Elkhart County, Indiana.

Subject to taxes for the year 2005, due and payable in 2006, and taxes for all subsequent years.

Subject to covenants, restrictions and easements of record including but not limited to Rights of public utility companies to continue to use the vacated streets and alleys.

IN WITNESS WHEREOF, the Grantor has executed this deed this ___ day of June, 2005.

Rick Hollar

Nona Hollar

State of Indiana, County of Elkhart ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Rick

SALES DISCLOSURE FORM

State Form 46021 (R4/9-04)

Prescribed by Department of Local Government Finance
Pursuant to IC 6-1.1-5.5

PRIVACY NOTICE: The telephone numbers of the parties on this form are confidential according to IC 6-1.1-5.5-3(d)

PART 1 - To be completed by BUYER/GRANTEE and SELLER/GRANTOR (typed or printed in black ink)

PROPERTY TRANSFERRED

Parcel Number(s) (Show additional parcels on separate sheet if necessary.) | Acreage or Lot Size | Part of Parcel (split)

Address: 1631 Oakland | # of Parcels

City, Town, or Post Office: Elkhart | State: IN | ZIP Code

Tax Billing Address (if other than property address)

City, Town, or Post Office | State | ZIP Code

Legal Description

See Attached Legal Description
()

CONDITIONS

Identify all conditions/items that apply

NOTE: If items 12-21 apply, filers are not subject to disclosure filing fee.

- ◯ 1-Buyer is an adjacent property owner
- ◯ 2-Vacant Land
- ◯ 3-Exchange for other real property ("Trade")
- ◯ 4-Seller Paid Points; amount if applicable $ ___ , ___ , ___
- ◯ 5-Change planned primary use of property? Describe in special circumstances
- ◯ 6-Existence of family or business relationship between buyer and seller
- ◯ 7-Land Contract Dated: _____
- ◯ 8-Personal property included in transfer, amount if applicable $ ___ , ___ , ___
- ◯ 9-Significant physical changes to property between March 1 and date of sale
- ◯ 10-Non-warranty deed; specify type _____
- ◯ 11-Partial Interest. Describe in special circumstances
- ◯ 12-Security interest documents such as mortgages or trust deeds.
- ◯ 13-Leases less than 99 years.
- ◯ 14-Document resulting from foreclosure, or express threat of foreclosure, divorce court order, condemnation,. probate or other judicial proceedings
- ◯ 15-Agreements and other documents for mergers, consolidations, and incorporations
- ◯ 16-Quitclaim deeds not serving as a source of title
- ◯ 17-Documents involving the partition of land between tenants in common, joint tenants, or tenants by the entirety.
- ◯ 18-Transfer to a charity, not for profit or government institution
- ◯ 19-Transfer for no or discounted consideration, or gift
- ◯ 20-Rerecording to correct prior recorded document
- ◯ 21-Easements, Right-of-way grants

SALES DATA

Contract Date (MM/DD/YYYY): 06 / 28 / 2005 | Sales Price: $ $ ___ , 400 , 000 .

Describe any unusual or special circumstances related to this sale, including the specification of any less-than-complete ownership interest and terms of seller financing.

INDIANA SALES DISCLOSURE FORM

PART 1 - To be completed by BUYER/GRANTEE and SELLER/GRANTOR (typed or printed in black ink)

Seller(s)/Grantor(s)

Seller 1 - Name or Entity as appears on deed: Rick Hollar

Address: 19456 CR 104

City, Town, or Post Office: Bristol | State: IN | ZIP Code: 46507 -

Seller 2 - Name or Entity as appears on deed: Nona Hollar

Address: 19456 CR 104

City, Town, or Post Office: Bristol | State: IN | ZIP Code: 46507 -

Title Company Name (if applicable): Meridian Title Corporation | Title Company Phone: 800-777-1574

Buyer(s)/Grantee(s)

Buyer 1 - Name or Entity as appears on deed: Sturgis Iron and Metal Co., Inc.

Address: 70675 S. CENTERVILLE RD

City, Town, or Post Office: Sturgis | State: MI | ZIP Code: 49091 -

Will this property be the buyer's primary residence? ○ Yes ⊘ No

Buyer 2 - Name or Entity as appears on deed:

Address:

City, Town, or Post Office: | State: | ZIP Code: -

Signatures

Under penalties of perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5, "Real Property Sales Disclosure Act".

Signature of Seller:

Seller Sign Date (MM/DD/YYYY): 06/28/2005

Seller Phone: - -

Signature of Buyer:

Buyer Sign Date (MM/DD/YYYY): 06/28/2005

Buyer Phone: - -

PART 2 - COUNTY AUDITOR

AUDITOR'S FILE STAMP

Completion ○ Yes ○ No

Date Entered in Transfer Book: / /

PART 3 - COUNTY OR TOWNSHIP ASSESSOR

County Assessor or other assessing official must verify and complete the following information:

○ Significant physical changes to property between March 1 and date of sale

$, , AV LAND

Property class / use code

Taxing District (DLGF assigned)

$, , AV IMPV

$, , AV TOTAL

○ Valid Sale

NEIGHBORHOOD CODE

INSTRUCTIONS
Indiana law requires a sales disclosure form to be completed when a conveyance document (see definition below) is filed with the county auditor. The county auditor may not accept a conveyance if (1) the sales disclosure form is not included with the conveyance document; or (2) the sales disclosure form is incomplete. A person filing a sales disclosure form shall pay a fee of ten dollars ($10.00) to the county auditor.

PART 1: BUYER AND SELLER INFORMATION
Property Transferred Information. Either the buyer/grantee or the seller/grantor should provide the parcel number(s) (including all dashes and decimals), full address, tax billing address, lot size, and legal description of the parcel(s) transferred. A legal description is especially important for metes and bounds descriptions and new parcels. If the transaction consists of more than three parcels, an additional list of parcel numbers and lot sizes must be attached to this document.

Sales conditions/items. The information in this section is used to determine sales characteristics, establish market value, determine applicability of the sale and for use in ratio or other studies. The appropriate circle or circles should be filled in for all conditions/items that apply to the sale. With regard to personal property (see definitions below), the buyer or seller must enter an estimated value of the personal property included in the sale. Similarly, the buyer and seller must enter the amount of seller paid points as applicable. Please note that while indicating that certain conditions/items will result in not paying a filing fee, the buyer/grantee or seller/grantor is still responsible for completing the form in full.

Sales Data. The date and sales price of the property transfer is to be printed in the spaces provided. Any unusual or special conditions of the sale that may affect the sales price or terms of the sales agreement should also be described.

Seller/Grantor Information. Seller(s)/grantor(s) are to provide the full name and address for seller(s) or entity as applicable. If there are more than two individuals or entities involved in the transaction, additional ownership information must be included in an attachment to this form. The seller/grantor must also provide, if applicable, the name and telephone number of the title company that handled the transaction.

Buyer/Grantee Information. Buyer(s)/grantee(s) are to provide the full name and address for buyer(s) or entity as applicable. If there are more than two individuals or entities involved in the transaction, additional ownership information must be included in an attachment to this form. The buyer/grantee must also indicate whether the property will be used as a residential primary residence.

Signature and Verification. The buyer/grantee, seller/grantor or their representatives must sign one (1) sales disclosure form, or if the parties do not agree on the information to be included on the completed form, each party must sign and file a separate form. If anyone other than the buyer/seller or an attorney of the buyer/seller is filling out the form, a properly executed Power of Attorney must be completed and attached. **A person who knowingly and intentionally falsifies or omits any information required on this form commits a Class A infraction.**

PART 2: COUNTY AUDITOR RESPONSIBILITY
The county auditor is responsible for collecting the filing fee as well as ensuring that all parties to the conveyance have completed and signed the form as required. The county auditor may not accept the sales disclosure statement if the statement is not signed by the buyer or seller. If the buyer or seller fails to completely fill out their designated portion of the form, the county auditor may not accept the conveyance document. The county auditor must also confirm the date the property was duly entered for transfer.

PART 3: COUNTY ASSESSOR INFORMATION
The county assessor is responsible for determining whether or not significant physical changes have been made to the property between March 1 and the date of sale. The county assessor is also responsible for entering property class or use codes, the proper department of local government finance taxing district number, the current assessed value, and neighborhood code information. The county assessor and/or other assessing officials are responsible for verifying the sale as well (note that verification is not required prior to submitting sales data to the DLGF). Sales disclosure forms provided in response to public records requests should not include phone numbers.

Definitions
Conveyance Document means any document, land sale contract, deed, quitclaim deed serving as a source of title, or other document presented for recording, that purports to transfer a real property interest for valuable consideration.

Personal property – items that are not attached (built-in or affixed) to the real estate (land and buildings). This might include items such as washers, dryers, window treatments, stoves and refrigerators. Other items considered personal property are boats and other vehicles, inventories (livestock, goods in process or for trade, or agricultural commodities) and machinery used in farming or manufacturing.

VENDOR'S AFFIDAVIT

Rick Hollar and Nona Hollar, Husband and wife (hereinafter referred to, jointly and severally as "Vendor") being first duly sworn state(s) that conveyance is being made, this day, to Sturgis Iron and Metal Co., Inc., a Michigan Corporation (hereinafter referred to, jointly and severally, as "Purchaser"), by Warranty Deed, the following described Real Estate located in Elkhart County, Indiana:

A part of the Southeast Quarter (SE ¼) of Section Seven (7) Township Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:

Beginning in the center of the vacated alley, at a point eight and one-fourth (8 ¼) feet West of the Southwest corner of Lot Numbered Three Hundred sixty-two (362) in Elliston's Addition to the City of Elkhart; thence North along the centerline of said vacated alley, Two Hundred three (203) feet; thence East Eight and One-fourth (8 ¼) feet to the East line of the alley; thence North along the East line of said alley to the Northwest corner of Lot Numbered One Hundred Ten (110) in West Elkhart Addition; thence West Sixteen and one-half (16 ½) feet to the West line of the alley; thence North along the West line of said alley to the South line of Garfield Avenue; thence Northeasterly Sixty-three and ninety-eight hundredths (63.98) feet to the Southwest corner of Lot Numbered Three Hundred seventy-six (376) in the vacated Elliston Addition; thence Northeasterly on the Northern line of Garfield Avenue Fifty (50) feet to the Southwest corner of Lot Numbered Sixty-four (64) in West Elkhart Addition; thence Northwestwardly along the Westerly line of said Lot Sixty-four (64), One Hundred twenty-seven and ninety-five hundredths (127.95) feet to the Grounds of the Lake Shore and Michigan Southern Railway Company; thence Southwesterly along the Southerly line of said Railway Company ground Two Hundred seventy-two and three tenths (272.3) feet to an iron stake; thence South, parallel with Oakland Avenue, One Hundred fifty-five and eighty-five hundredths(155.85) feet; thence East thirty-three (33) feet; thence South parallel with Oakland Avenue, Two Hundred fifty-five and six tenths (255.6) feet; thence East, Thirty-three (33) feet to the East line of Thirteenth Street; thence South on the East line of said Thirteenth Street, One Hundred twenty-two and twenty-five hundredths (122.25) feet to the northwest corner of Lot Numbered Three Hundred sixty (360) in Elliston Addition; thence East on the North line of said Lot Numbered Three Hundred sixty (360) and said North line extended to the point of beginning.

ALSO: Lots Numbered One Hundred Six (106), One Hundred Seven (107), One Hundred Eight (108), One Hundred Nine (109), One Hundred Ten (110), One Hundred Eleven (111) and One Hundred Twelve (112) as the said Lots are known and designated on the recorded Plat of ELLIS BROTHERS WEST ELKHART ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 60, page 208 in the Office of the Recorder of Elkhart County, Indiana.

and commonly known as 1631 Oakland, Elkhart, Indiana (street address) (hereinafter referred to as "Real Estate").

In connection with the sale of the Real Estate, Vendor has furnished Purchaser with a commitment for an owner's policy of title insurance for the Real Estate under date of June 2, 2005 at 8:00 AM issued by Meridian Title Corporation as File No. C1223E05.

Vendor has an indefeasible estate in fee simple in the Real Estate and the Real Estate is free and clear of every kind or description of lien, lease or encumbrance EXCEPT the following:

1. Current real estate taxes, not delinquent.

2. Such other matters affecting the Real Estate, if any, as are disclosed in the above commitment for title insurance.

Vendor has not executed, or permitted anyone on Vendor's behalf to execute, any conveyance, mortgage, lien, lease, security agreement, financing statement or encumbrance of or upon the Real Estate or any fixtures attached thereto, except as stated above, which is now outstanding or enforceable against the Real Estate. Vendor has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser, and Vendor has not given to any person an option or right of first refusal to purchase all or any part of the Real Estate, which is enforceable or exercisable now or at any time in the future. There are no unpaid claims for labor done upon or materials or equipment furnished for the Real estate in respect of which liens have been or may be filed, and to the best knowledge and belief of Affiant, the

Vendor has 210 days to vacate and remove equipment from the premises.

Vendor is not acting, directly or indirectly, in any capacity whatsoever for any foreign country or nation thereof, and Vendor is more than eighteen (18) years of age and a citizen of the United States.

Vendor has not received any bill, invoice or statement for special assessment of the Real Estate for public improvements thereto, nor any bill, invoice or statement for any special tax levy, and that neither the Vendor, nor affiant(s) (if different than Vendor) have received any notice or have any knowledge of any pending proceedings for the special assessment or special taxation of the Real Estate.

Vendor intends that each of the statements made herein shall be construed as a representation; each of the representations is made for the purpose of inducing Purchaser to purchase the Real Estate; and each of the representations, whether construed jointly or severally, is true. Vendor expressly authorizes Purchaser and the Title Insurance Company, and all other persons to rely on such representations.

_____ _____

Rick Hollar Nona Hollar

State of Indiana, County of Elkhart ss:

Subscribed and sworn to before me, a Notary Public in and for said County and State, this ___ day of June, 2005.

My Commission Expires: _____ _____

Signature of Notary Public

_____

Printed Name of Notary Public

_____

Notary Public County and State of Residence

This instrument was prepared by: Debra A. Guy, Attorney-at-Law #24473-71.

thence South parallel with Oakland Avenue, Two Hundred fifty-five and six tenths (255.6) feet; thence East, Thirty-three (33) feet to the East line of Thirteenth Street; thence South on the East line of said Thirteenth Street, One Hundred twenty-two and twenty-five hundredths (122.25) feet to the northwest corner of Lot Numbered Three Hundred sixty (360) in Elliston Addition; thence East on the North line of said Lot Numbered Three Hundred sixty (360) and said North line extended to the point of beginning.

ALSO: Lots Numbered One Hundred Six (106), One Hundred Seven (107), One Hundred Eight (108), One Hundred Nine (109), One Hundred Ten (110), One Hundred Eleven (111) and One Hundred Twelve (112) as the said Lots are known and designated on the recorded Plat of ELLIS BROTHERS WEST ELKHART ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 60, page 208 in the Office of the Recorder of Elkhart County, Indiana.

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

   a) Properly executed and acknowledged Warranty Deed to the proposed insured.

2. Payment and release of a Mortgage in the amount of $52,141.90 from Rick Hollar and Nona Hollar, husband and wife to KeyBank National Association dated January 2, 2004 and recorded January 8, 2004 as Document Number 2004-00800 in the Office of the Recorder of Elkhart County, Indiana.

3. Payment and release of a Mortgage in the amount of $156,228.60 from Rick Hollar and Nona Hollar, husband and wife to KeyBank National Association dated January 2, 2004 and recorded January 9, 2004 as Document Number 2004-00863 in the Office of the Recorder of Elkhart County, Indiana.

4. Release of Compliance with Substandard Repair Order by Code Enforcement Division of the City of Elkhart, State of Indiana, Order No. 03-06-16-04 recorded December 9, 2004 in the Office of the Recorder of Elkhart County, State of Indiana.
   The Company assumes no responsibility for loss or damages, or costs occasioned by non-compliance with such Order.

THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Standard Exceptions:
   a) Rights or claims of parties in possession not shown by the public records.
   b) Easements, or claims of easements, not shown by the public records.
   c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
   d) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

3. Special Exceptions:
   a) Taxes for the year 2005 payable in 2006 are a lien not yet due and payable.

Taxes for the year 2004 payable in 2005 are as follows:
Key No. 20-06-07-430-001-000-012 – Elkhart City Concord Township (Sec 7-37-5)
1st installment due May 10, 2005 $ 3,590.16 - Paid
2nd installment due Nov 10, 2005 $ 3,590.16 - Unpaid.

Assessed Valuations:		04-05
Land	$	152200.00
Improvements	$	149900.00
Residential Land	$	0.00
Residential Improvements	$	0.00
Exemption (Mortgage)	$	0.00
Exemption (Homeowners)	$	0.00
Exemption	$	0.00
Net Valuations	$	302100.00

Taxes for the year 2004 payable in 2005 are as follows:
Key No. 20-06-07-430-007-000-012 – Elkhart City Concord Township (Lot 106)
1st installment due May 10, 2005 $ 45.16 - Paid
2nd installment due Nov 10, 2005 $ 45.16 – Unpaid.

Assessed Valuations:		04-05
Land	$	3800.00
Improvements	$	0.00
Residential Land	$	0.00
Residential Improvements	$	0.00
Exemption (Mortgage)	$	0.00
Exemption (Homeowners)	$	0.00
Exemption	$	0.00
Net Valuations	$	3800.00

Taxes for the year 2004 payable in 2005 are as follows:
Key No. 20-06-07-430-008-000-012 – Elkhart City Concord Township (Pt Lot 107)
1st installment due May 10, 2005 $ 65.36 - Paid
2nd installment due Nov 10, 2005 $ 65.36 - Unpaid.

Assessed Valuations:		04-05
Land	$	5500.00
Improvements	$	0.00
Residential Land	$	0.00
Residential Improvements	$	0.00
Exemption (Mortgage)	$	0.00
Exemption (Homeowners)	$	0.00
Exemption	$	0.00
Net Valuations	$	5500.00

Taxes for the year 2004 payable in 2005 are as follows:
Key No. 20-06-07-430-009-000-012 – Elkhart City Concord Township (Pt Lot 107)
1st installment due May 10, 2005 $ 30.90 - Paid
2nd installment due Nov 10, 2005 $ 30.90 - Unpaid.

Assessed Valuations:		04-05
Land	$	2600.00
Improvements	$	0.00
Residential Land	$	0.00
Residential Improvements	$	0.00
Exemption (Mortgage)	$	0.00
Exemption (Homeowners)	$	0.00
Exemption	$	0.00
Net Valuations	$	2600.00

Taxes for the year 2004 payable in 2005 are as follows:
Key No. 20-06-07-430-010-000-012 – Elkhart City Concord Township (Pt Lot 108)
1st installment due May 10, 2005 $ 64.17 - Paid
2nd installment due Nov 10, 2004 $ 64.17 - Unpaid.

Assessed Valuations:		04-05
Land	$	5400.00
Improvements	$	0.00
Residential Land	$	0.00
Residential Improvements	$	0.00
Exemption (Mortgage)	$	0.00
Exemption (Homeowners)	$	0.00
Exemption	$	0.00
Net Valuations	$	5400.00

Taxes for the year 2004 payable in 2005 are as follows:
Key No. 20-06-07-430-011-000-012 – Elkhart City Concord Township (Pt Lot 109 & 108)

1st installment due May 10, 2005 $ 137.86 - Paid
2nd installment due Nov 10, 2005 $ 137.86 - Unpaid.

Assessed Valuations:		04-05
Land	$	11600.00
Improvements	$	0.00
Residential Land	$	0.00
Residential Improvements	$	0.00
Exemption (Mortgage)	$	0.00
Exemption (Homeowners)	$	0.00
Exemption	$	0.00
Net Valuations	$	11600.00

Taxes for the year 2004 payable in 2005 are as follows:
Key No. 20-06-07-430-012-000-012 – Elkhart City Concord Township (Pt Lots 110 & 111)
1st installment due May 10, 2005 $ 152.12 - Paid
2nd installment due Nov 10, 2005 $ 152.12 - Unpaid.

Assessed Valuations:		04-05
Land	$	12800.00
Improvements	$	0.00
Residential Land	$	0.00
Residential Improvements	$	0.00
Exemption (Mortgage)	$	0.00
Exemption (Homeowners)	$	0.00
Exemption	$	0.00
Net Valuations	$	12800.00

Taxes for the year 2004 payable in 2005 are as follows:
Key No. 20-06-07-430-013-000-012 – Elkhart City Concord Township (Pt Lots 11 & 112)
1st installment due May 10, 2005 $ 73.68 - Paid
2nd installment due Nov 10, 2005 $ 73.68 - Unpaid.

Assessed Valuations:		04-05
Land	$	6200.00
Improvements	$	0.00
Residential Land	$	0.00
Residential Improvements	$	0.00
Exemption (Mortgage)	$	0.00
Exemption (Homeowners)	$	0.00
Exemption	$	0.00
Net Valuations	$	6200.00

Taxes for the year 2004 payable in 2005 are as follows:
Key No. 20-06-07-430-014-000-012 – Elkhart City Concord Township (Pt Lot 112)
1st installment due May 10, 2005 $ 78.44 - Paid
2nd installment due Nov 10, 2005 $ 78.44 – Unpaid.

Assessed Valuations:		04-05
Land	$	6600.00
Improvements	$	0.00
Residential Land	$	0.00
Residential Improvements	$	0.00
Exemption (Mortgage)	$	0.00
Exemption (Homeowners)	$	0.00
Exemption	$	0.00
Net Valuations	$	6600.00

NOTE: Tax information supra is limited to the date of the most current computer input information in the Treasurer's Office and not necessarily the effective date hereof. A check with the Treasurer's Office should be made to determine the exact amount of taxes due, if any.
PLEASE NOTE EXEMPTION VALUATION INFORMATION MAY NOT BE FULLY POSTED.

b) Rights of public utility companies to continue to use the vacated streets and alleys shown in Item 4 of Schedule "A" herein for the location and maintenance of utility lines as set forth in IC 36-07-3-16.

NOTE: Upon satisfactory evidence from a registered land surveyor that there are no utilities in that portion of the real estate which is a vacated alley, this exception will be deleted.

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates (including insurance companies and insurance agents), from sharing nonpublic personal information about a consumer with a nonaffiliated third party unless the institution provides the consumer with a notice of its privacy policies and practices, such as type of information that it collects about the consumer and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of privacy policies and practices of Lawyers Title Insurance Corporation, or its subsidiaries.
We may collect nonpublic information about you from the following sources:

- information we receive from you, such as on applications or other forms,
- information about your transaction that we secure from our files, from our affiliates or from third parties,
- information we receive from a consumer reporting agency and
- information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic information will be collected about you.

If you are concerned about the information we have collected, please write us.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

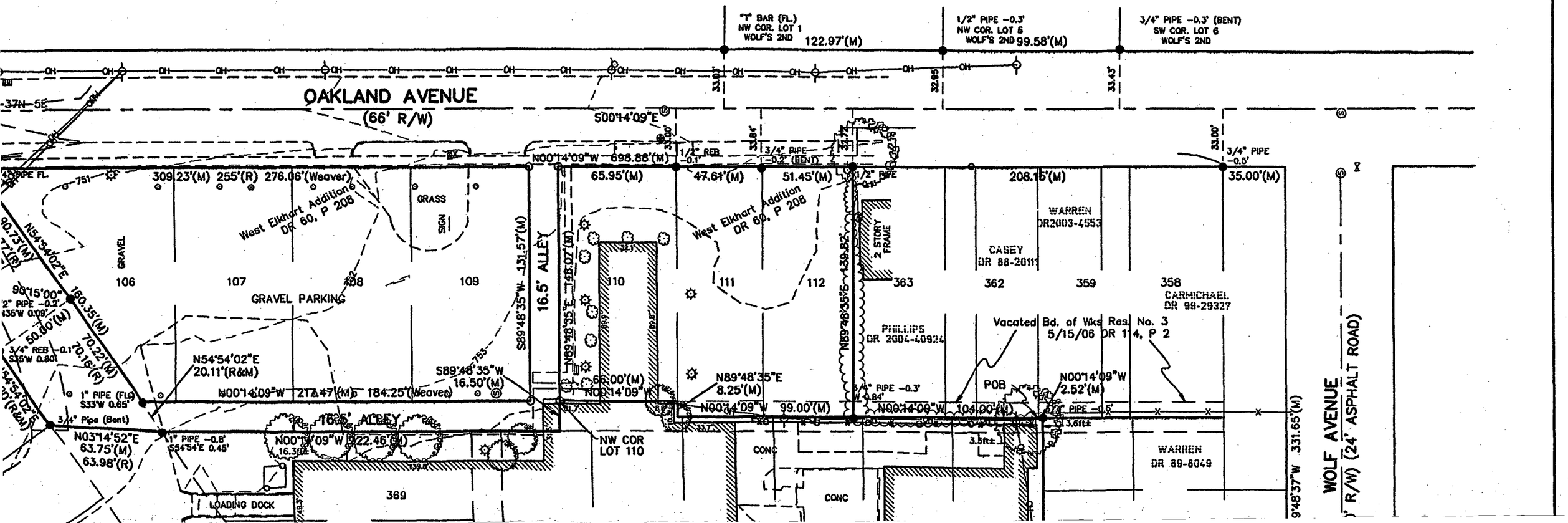
We restrict access to non public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

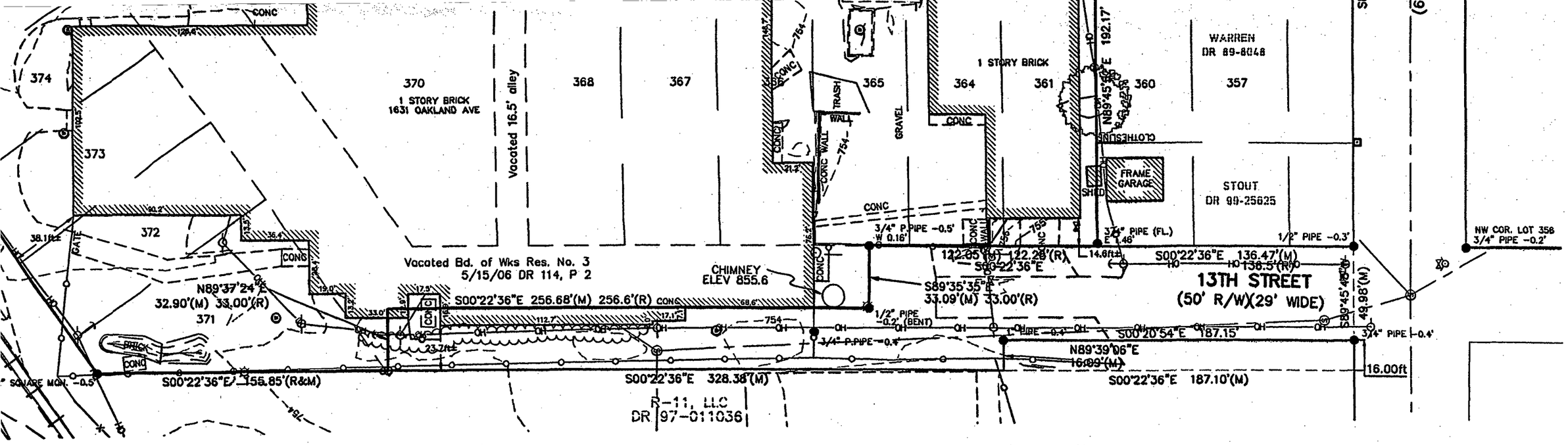
No response to this notice is required, but if you have questions, please write us:

LandAmerica
P.O. Box 27567
Richmond, VA 23261-7567

Certificate of Survey

Located within the Southeast Quarter of Section 7
Township 37 North, Range 5 East, Concord Township, Elkhart County, Indiana





GRAPHIC SCALE

0 25 50 100

(IN FEET)
1 inch = 50 ft.

LEGEND

●	MONUMENT RECOVERED
○	SET REBAR AND CAP
△	PK NAIL SET
(r)	RECORD
(m)	MEASURED
FL.	MON. FLUSH WITH GROUND
-0.1'	ELEV OF MON. ABOVE GROUND (TYP.)
—o—	CHAIN LINK FENCE

SHEET 1 OF 2

Wightman Petrie, Inc.
4703 CHESTER DRIVE, ELKHART, IN. 46516
PH: 574-293-7762 FAX: 574-294-3717

CONSULTING ENGINEERS AND LAND SURVEYORS

CLIENT: Sturgis Iron and Metal
2160 So. Centerville, Road
Sturgis, MI. 49091

OWNER: Rick and Nona Hollar

PHONE: REF. DOC. NO.: SEE DRAWING

SCALE: 1"= 50'	DRAWN BY: V. MACE	SURVEYED: 3/10/05
DATE: 3/10/05	CHECKED BY: PHS 3/25/05	JOB NO. 2005-0053

PROJ: Sturgis Iron and Metal
DESC: Certificate of Survey
LOC: SE1/4 Section 7-37N-5E, Concord Twp

C-774-1

Certificate of Survey

Located within the Southeast Quarter of Section 7
Township 37 North, Range 5 East, Concord Township, Elkhart County, Indiana

2, Section 1 Through 29 of the Indiana Administrative Code, the following observations
certainties in the locations of the lines and corners established on this survey as a

ats;

l Uncertainty);

s in measurement) of the corners of the subject tract established in this survey is

the boundary of that tract described in Meridian Title Corporation file number c1223E05.

ace except as shown.

iced:

e 60, page 208. Said plat shows the widths of Lots 107 through 112 to be 60 feet.
Leonard Street (now Garfield Avenue width indicated to be 49.5'. The alley between Lots
s such on County Aerial Maps.

lume 111, page 188. This plat replatted all of West Elkhart (see above) except for Lots
52–363 are shown as 52' by 132'. Lots 357, 360–361, & 364–369 are shown as
eet wide. Wolf Avenue shown as 50 feet wide and immediately south of Lots 357 &

PE, of parts of the subject property, revised 4–21–70, entitled: "Part SE1/4 Sec. 7,
110–112 inclusive WEST ELKHART ADD.; Lots 364 to 376 inclusive & Lot 361 Vacated
field Ave. & Thirteenth St.", drawing Mb1092. Irons from said survey were recovered in
The Weaver survey indicates that many record dimensions on both the West Elkhart and
–112 on the West Elkhart plat were retraced by Weaver to be 66 feet wide instead of
to be 50 feet wide by found monumentation.

Legal Description per Meridian Title file no. c1223E05

A part of the Southeast Quarter (SE 1/4) of Section Seven (7), Township Thirty–seven (37) North, Range Five (5) East, more particularly described as follows:

Beginning in the center of the vacated alley, at a point eight and one–fourth (8 1/4) feet West of the Southwest corner of Lot Numbered Three Hundred sixty–two (362) in Ellistons Addition to the City of Elkhart; thence North along the centerline of said vacated alley, Two Hundred three (203) feet; thence East Eight and One–fourth (8 1/4) feet to the East line of the alley; thence North along the East line of said alley to the Northwest corner of Lot Numbered One Hundred Ten (110) in West Elkhart Addition; thence West Sixteen and one–half (16 1/2) feet to the West line of the alley; thence North along the West line of said alley to the South line of Garfield Avenue; thence Northeasterly Sixty–three and ninety–eight hundredths (63.98) feet to the Southwest corner of Lot Numbered Three Hundred seventy–six (376) in the vacated Elliston Addition; thence Northeasterly on the Northern line of Garfield Avenue Fifty (50) feet to the Southwest corner of Lot Numbered Sixty–four (64) in West Elkhart Addition; thence Northwestwardly along the Westerly line of said Lot Sixty–four (64), One Hundred twenty–seven and ninety–five hundredths (127.95) feet to the Grounds of the Lake Shore and Michigan Southern Railway Company; thence Southwesterly along the Southerly line of said Railway company ground Two Hundred seventy–two and three tenths (272.3) feet to an iron stake; thence South, parallel with Oakland Avenue, One Hundred fifty–five and eighty–five hundredths (155.85) feet; thence East Thirty–three (33) feet; thence South parallel with Oakland Avenue, Two Hundred fifty–five and six tenths (255.6) feet; thence East Thirty–three (33) feet to the East line of Thirteenth Street; thence South on the East line of said Thirteenth Street, One Hundred twenty–two and twenty–five hundredths (122.25) feet to the Northwest corner of Lot Numbered Three Hundred sixty (360) in Elliston Addition; thence East on the North line of said Lot Numbered Three Hundred sixty (360) and said North line extended to the point of beginning.

ALSO: Lots Numbered One Hundred Six (106), One Hundred Seven (107), One Hundred Eight (108), One Hundred Nine (109), One Hundred Ten (110), One Hundred Eleven (111) and One Hundred Twelve (112) as the said lots are known and designated on the recorded Plat of Ellis Brothers West Elkhart Addition to the City of Elk

) Right of Way and Track Map numbered V215A/2.

53.00 feet east of the line running between the iron recovered at the southeast corner
ner of Lot 106 as shown. Offsets to other irons recovered along the east and west
awing.

held to lie 2.52 feet north of the iron recovered at the northeast corner of Lot 360,
rings along the interior of the block were held to be parallel to the center line of
ecovered irons are as shown.

l to match the line between the iron recovered at northeast corner of Lot 106 and the
The northwest boundary of Garfield Avenue was held to lie offset 50 feet northwest
ed on the road width documented on the above Weaver survey.

l held. The northeast line of Lot 376 was held to match the line between the said
found along the northwest line of Lot 106.

371 was held. North-south bearings along the west lines of the subject property were
oundary of Thirteenth Street, based on ties shown on the Weaver survey.

cord and measured distances shown. As noted above, there are substantial variances
between lots within both Elkhart West and Elliston's Addition.

ise note that the record description does not close. The last course is described as
said North line extended to the point of beginning." The said north line extended,
which is the southwest corner of Lot 362. The plat of Elliston's Addition makes clear
of the south line of Lot 361. This discrepancy is also noted on the Weaver survey.

xisting building extends past the subject property boundary is locations shown on the

; per information obtained from Flood Insurance Rate Map, National Flood Insurance
, Dated June 5, 1985.

nsed in accordance with the laws and statutes in the State of Indiana, hereby certify to
sents a survey done by me or under my supervision. In accordance with Title 865,
Code.

5

B

PETER H. SCHNAARS
REGISTERED
#29900028
STATE OF
INDIANA
LAND SURVEYOR

Record 60, page 208 in the Office of the Recorder of Elkhart County, Indiana.

SHEET 2 OF 2

wpi	Wightman Petrie, Inc. 4703 CHESTER DRIVE, ELKHART, IN. 46518 PH: 574-293-7762 FAX: 574-294-3717	CONSULTING ENGINEERS AND LAND SURVEYORS
CLIENT	Sturgis Iron and Metal 2160 So. Centerville Road Sturgis, MI. 49091	
OWNER	Rick and Nona Hollar	
PHONE:		REF. DOC. NO.: SEE DRAWING

SCALE:	1"= 50'	DRAWN BY:	V. MACE	SURVEYED:	3/10/05
DATE:	3/10/05	CHECKED BY:	PHS 3/25/05	JOB NO.	2005-0053

PROJ:	Sturgis Iron and Metal	C-774-1
DESC:	Certificate of Survey	
LOC:	SE1/4 Section 7-37N-5E, Concord Twp	

EXHIBIT 6

PHASE I ESA AND LIMITED COMPLIANCE REVIEW
PATRICK PAINT
1819 South 14th Street
Elkhart, Indiana
ATC PROJECT NO. 86.14217.0002 Task 9

Prepared For:

Patrick Industries, Inc.
1800 South 14th Street
Elkhart, Indiana 46515

Attn: Mr. Keith Kankel

March 3, 2000

ATC ASSOCIATES INC.

5150 East 65th Street
Indianapolis, Indiana 46220
www.atc-enviro.com
317.849.4990
Fax 317.849.4278

March 3, 2000

Mr. Keith Kankel
Patrick Industries, Inc.
1800 South 14th Street
Elkhart, Indiana 46515

Re: Phase I ESA and Limited Compliance Review
PATRICK PAINT
1819 South 14th Street
Elkhart, Indiana
ATC Project No. 86.14217.0002 Task 9

Dear Mr. Kankel:

In accordance with ATC Proposal No. PE-990719R dated November 19, 1999, ATC Associates Inc. (ATC) has performed an Phase I ESA and Limited Compliance Review on the above-referenced site. The purpose of this assessment was to evaluate potential environmental concerns from on-site or off-site sources. A review of Elkhart County and Indiana Department of Environmental Management (IDEM) records was conducted to determine historical use of the property regarding possible hazardous substances usage, storage, or disposal. Public information concerning nearby properties was also reviewed. The attached report provides a summation of the findings of this study. This Phase I ESA and Limited Compliance Review was performed following at a minimum the standards established in the American Society for Testing and Materials (ASTM) document Standard Practice for Environmental Site Assessments: (ASTM Designation: E 1527-97).

We trust this submittal is responsive to your needs. If you have any questions or comments regarding this report, or if we can be of further service to you, please do not hesitate to call.

Sincerely,

ATC ASSOCIATES INC.

Debra B. Gehm
Environmental Scientist

Christopher J. Bishop, CPG
Project Manager

EXECUTIVE SUMMARY

ATC Associates Inc. (ATC) was retained by Patrick Industries, Inc. (Patrick) to conduct an Phase I ESA and Limited Compliance Review, in conformance with the scope and limitations of ASTM Standard Practice for Environmental Site Assessments (E 1527-97), of Patrick Paint located at 1819 South 14th Street in Elkhart, Indiana. On December 8, 1999, ATC visited the site to visually identify potential environmental concerns. Any exceptions to, or deletions from this practice, including client specific requirements, are described in Sections 2.0 and 4.0 of this report.

The site consists of a single-story buildings and associated parking lots and drives comprising of approximately 70 percent of the site. The remainder of the site consists of vacant land covered by vegetation. The facilities operations are the electrostatic spray-painting of aluminum parts for the mobile home and recreational vehicle industry.

ATC reviewed databases and files from federal, state and local environmental regulatory agencies to identify use, generation, storage, treatment or disposal of hazardous materials and chemicals or release incidents of such materials which may impact the subject site. The records reviewed included: Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS), National Priorities List (NPL), Resource Conservation Recovery Information System (RCRIS), Treatment, Storage and Disposal Facilities (TSD) and Large Quantity Generators, Emergency Response Incidence Logs, state registered underground storage tanks (UST), state leaking underground storage tank incident reports (LUST), state solid waste facilities/landfill sites (SWF/LS), state hazardous waste sites (SHWS) and other local records.

This assessment has revealed evidence of recognized environmental conditions in connection with the project site:

- A depression with two drainage pipes was noted on the southwest side of the site. Based on the historical operations of the facility, the depression is a recognized environmental condition. ATC recommends a limited subsurface investigation in this area.

- The facility contained a paint storage room. The room housed approximately 40 55-gallon drums that were located on a recessed floor that acted as secondary containment. Pitting of the concrete floor was noted in the paint storage room.

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2.0 PHYSICAL SITE DESCRIPTION

On December 8, 1999, a visual inspection and walk-through of the site was conducted by Ms. Debra B. Gehm, ATC Environmental Scientist and Mr. Christopher Bishop, ATC Project Manager. This inspection included an examination of the site and a reconnaissance of surrounding properties. Mr. George Kalil, Patrick Paint General Manager, accompanied ATC during the visual inspection of the site.

2.1 General Site Conditions

2.1.1 Physical Site Description

The project site is located on the southwest side of Elkhart, Indiana. The site is found within the Elkhart, Indiana 7.5 Minute Topographic Quadrangle map and is a part of the southeast quarter of Section 7, Township 37 North, Range 5 East. A site vicinity map and site plan are provided in Appendix A. Photographic documentation is provided in Appendix B. Records of verbal communication are provided in Appendix C

Patrick Paint consists of one single-story facility constructed of brick and concrete block on a steel frame. The original facility was reportedly constructed in the 1890's; however, the facility underwent multiple remodeling and addition phases. The Patrick Paint facilities primary operations are electrostatic spray painting of aluminum parts for the mobile home and recreational vehicle industry. Currently, the facility consists of approximately 90,000 square feet under roof.

The facility is divided into four primary areas: the paint process area, the chemical storage area, material storage area and office space. The paint process begins with aluminum pieces being hung on hooks which area attached to a mechanical conveyer. The aluminum is then sent through a spray bath followed by a spray rinse cycle. Next the aluminum is cleaned and

scuffed using an acid spray and sent through a second water rinse cycle. After the aluminum is cleaned and scuffed it is sent through a pretreatment process, followed by a drying process. Once these steps area complete the aluminum is sent through two paint cycles followed by an oven curing process.

The electrostatic paint process utilizes caustics and acids which are stored in 55-gallon drums which are located north of the paint room. Beyond the drum storage area to the north are material storage and a maintenance shop. The maintenance shop contains three oxygen/acetylene torches, tools, parts, drill presses, etc.

The electrostatic paint process produces hazardous waste. The liquid waste is containerized in 55-gallon drums. The solid waste is containerized in 300-gallon plastic lined cardboard boxes. These materials are located in a roped off area north of the paint room. The materials are stored on a concrete slab and appeared to be properly labeled and in good condition. The hazardous waste storage containers were not placed in secondary containment.

The facility contained a paint storage room. The room housed approximately 40 55-gallon drums that were located on a recessed floor that acted as secondary containment. The room appeared to be well ventilated. Pitting of the concrete floor was noted in the paint storage room.

Patrick Paint contained one flammable storage trailer, which contained a slotted floor serving as secondary containment, ventilation and fire protection system. Drums stored in the trailer appeared to be in good condition. ATC did not note any staining or foul odors in the storage trailer.

Two small office areas are located in the Patrick Paint facility. The first is located on the south side of the facility and the second is located in a mezzanine in the central region of the facility. ATC noted general office equipment including desks, computers, etc. in the office areas.

The exterior of Patrick paint contained approximately 25 empty drums Reportedly, these drums are waiting to be disposed. A portable liquid propane cage containing approximately ten portable units was located in this area. In addition, ATC noted various metal debris on the southwest portion of the site.

One depression containing two pipe discharges was located on the west/southwest side of the facility. The pipes' origin is unknown. In addition, ATC noted remnants of historic building foundations on the west/southwest side of the facility. Ground cover in this area included sparse vegetation and moss. Vegetation around the facility appeared to be stressed, however, based on the climate and historic demolition disturbance at the site, the source of the stressed vegetation was not apparent.

2.1.2 Site Geology

The site topography is generally level. The Elkhart, Indiana Quadrangle Topographic Map (USGS, 1961, photo revised 1981, Figure 1) indicates the ground surface has an elevation of approximately 755 above mean sea level (MSL). Regionally the ground surface slopes to the northwest in the project area.

Infiltration and minor sheet flow drain the unpaved areas of the site. Storm drains divert rainwater from the paved areas of the property. No evidence of streams or creeks draining the site were noted. The St. Joseph River is located approximately one-quarter mile northwest and flows generally from east to west in the study area. Runoff from the site appears to eventually flow into the St. Joseph River.

The U.S. Department of Agriculture Soil Survey of Elkhart County classifies the soil at the site as Oshtemo loamy sand. The Oshtemo Series consists of "deep, somewhat excessively drained, coarse-textured soils. These soils are on outwash plains along the main streams of the

country and on knolls and ridges of the uplands" (Kirschner and McCarter, 1974). These soils have a moderately rapid permeability.

The Atherton Formation undifferentiated outwash forms the unconsolidated material below the Site. The loam till has a thickness of approximately 150 feet.

Devonian age Ellsworth Shale forms the bedrock below the Site. The surface of the bedrock has an elevation of approximately 605 feet above MSL. Regionally the bedrock surface slopes to the northwest in the study area.

Regional groundwater flow direction is generally influenced by major hydrogeologic features such as a river or lake. Surface and/or bedrock topography may also influence regional groundwater flow direction. The available hydrogeologic information indicates that local groundwater flow is northwest. Regional groundwater flow is considered to be northwest toward the St. Joseph River. Local geologic features may cause local groundwater flow direction to differ from the regional flow direction. Local hydraulic gradient at the project Site is interpreted based on a review of the USGS Topographic Quadrangle. Estimated groundwater levels and/or flow direction(s) may vary due to seasonal fluctuations in precipitation, local usage demands, geology, underground structures, or dewatering operations. A complete hydrogeologic investigation would be necessary to determine actual groundwater flow direction.

040-701-2640

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF:

HRE-8J

November 5, 1992

Mr. Phil Starkey
Patrick Industries, Inc.
5020 Lincolnway East, P.O. Box 1330
Mishawaka, IN 46546

Re: Visual Site Inspection
ILC Products Company
Elkhart, Indiana
IND 005 470 521

Dear Mr. Starkey:

As indicated in the letter of introduction sent to you on January 3, 1992, the U.S. Environmental Protection Agency is enclosing a copy of the final Preliminary Assessment/Visual Site Inspection (PA/VSI) report for the referenced facility. The executive summary and conclusions and recommendations sections have been withheld as Enforcement Confidential.

If you have any questions, please call Francene Harris at (312) 886-2884.

Sincerely yours,

Kevin M. Pierard, Chief
Minnesota/Ohio Technical Enforcement Section
RCRA Enforcement Branch

Printed on Recycled Paper

City of Elkhart
Air Quality Assessment

Final Report
December 5, 2007

Industrial Safety and Environmental Services, Inc.
30723 Old US Highway 20
Elkhart, Indiana 46514

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ISES
Industrial Safety and Environmental Services

"We put you in compliance"

30723 Old US Highway 20, Elkhart IN 46514 • Phone (574) 674-8357 • Fax (574) 674-6166 • ises@goises com

FOREWARD

Industrial Safety and Environmental Services, Inc. (ISES) was contracted by the City of Elkhart to make an assessment of odor issues in the area around the Sturgis Iron & Metal, Inc. (SIM) Mega Shredder. ISES conducted a survey of area residents to establish their concerns regarding odor and dust (along with noise and vibration, which were the subject of a concurrent, but separate, assessment). ISES used the survey responses to establish the geographic areas for testing, and to determine what substances in the atmosphere to test. Accredited laboratories furnished analyses of air samples. The results of analyses were compared against Federal and State regulations, and against Elkhart City statutes to determine whether any regulation or statute was violated. This report includes the methodology of sampling, the results of laboratory analyses and recommendations for mitigating the negative impact on the local atmosphere by the Mega Shredder.

Tris O. Gour
Principal Senior Scientist
Industrial Safety and Environmental Services, Inc.

Kathy Norris
Senior Industrial Hygienist
Industrial Safety and Environmental Services, Inc.

Randy Martin
Director of Engineering Services
Industrial Safety and Environmental Services, Inc.

EXECUTIVE SUMMARY

ISES conducted atmospheric testing and obtained the following results:

Volatile Organic Compounds – sampling was conducted to determine the presence of Volatile Organic Compounds (VOCs) in the area around the Mega Shredder, and to determine whether the Mega Shredder was a source of VOCs (volatile toxics). Results showed that VOC levels in the area atmosphere are very low, and that the Mega Shredder does not contribute VOCs to the atmosphere.

Elemental Carbon - (diesel particulate) sampling was conducted. Analytical results were below laboratory detection limits, despite the influence of Norfolk and Southern diesel locomotives on the neighborhood's atmosphere. This testing was conducted to address survey responses indicating the presence of "greasy" or "oily" or "gas station" odors.

Total Metals – sampling was conducted to address residents' concerns regarding "metallic" odors and/or "metal taste in mouth." Results showed that only trace amounts of metals were present.

Suspended particulate – simultaneous tests showed that a location downwind from the Mega Shredder has 73% more particulate in the atmosphere than a location upwind. 326 IAC, Article 6, Rule 4, Section 2 states, in part:

> Sec. 2. A source or sources generating fugitive dust shall be in violation of this rule (326 IAC 6-4) if any of the following criteria are violated:
>
> (1) A source or combination of sources which cause to exist fugitive dust concentrations greater than sixty-seven percent (67%) in excess of ambient upwind concentrations
>
> (2) The fugitive dust is comprised of fifty percent (50%) or more respirable[1] dust, then the percent increase of dust concentration in subdivision (1) of this section shall be modified as follows:
>
> $$PR = (1.5 \pm N)\ P$$
>
> Where N = Fraction of fugitive dust that is respirable dust;
> PR = allowable percentage increase in dust concentration above background; and
> P = no value greater than sixty-seven percent (67%).
>
> (3) The ground level ambient air concentrations exceed fifty (50) micrograms per cubic meter above background concentrations for a sixty (60) minute period.
>
> (4) If fugitive dust is visible crossing the boundary or property line of a source. This subdivision may be refuted by factual data expressed in subdivisions (1), (2) or (3) of this section.

[1] Defined by 326 IAC 1-2 as 8μg or less in diameter. No test exists for measuring 8μg-diameter particulate.

Upwind of the shredder, the concentration of particulate was 81µg/m^3 (micrograms per cubic meter); downwind, the concentration was 140µg/m^3. In addition to representing an increase greater than 67% of the upwind concentration, the downwind result is more than 50µg/m^3 greater than upwind; this violates both 326 IAC 6-4-2(1) and (3).

On several occasions during the course of this study, ISES personnel directly observed particulate (and some larger debris) crossing the SIM property line. Similar sightings have been noted by area residents. Each sighting would constitute a violation of 326 IAC 6-4-2(4), unless the observation is refuted by a test such as the one run by ISES.

With particulate emissions from the SIM site documented by observation and measurement, we infer that the site is in violation of Elkhart Code 151.081(G)(4), which states:

> *No emission of toxic or noxious matter[2], which is injurious to human health, comfort or enjoyment of life and property or to animal and plant life shall be permitted. Where such emissions could be produced as a result of an accident or equipment malfunction, adequate safeguards considered suitable for safe operation in the industry involved shall be taken.*

Visible particulate and debris (as observed and measured by ISES) emitting from the SIM site have been determined to be "noxious matter" as defined by Elkhart Code 151.011(B). The site is in violation of 151.011(B). While toxics are present in the atmosphere of the neighborhood (in concentrations less than those typically found in residential buildings), no evidence was found in this study which would point to the SIM site as a source of toxics.

Total and Respirable Particulate – sampling was conducted at various points, based on survey complaints of the accumulation of particulate indoors and outdoors. Results showed that particulate and respirable (very fine) dust were present. The presence of dust in atmospheric samples suggests that a buildup of dust on outdoor surfaces could occur.

We anticipate that any reduction in Suspended Particulate Matter achieved by SIM action will result in a proportional decrease in finer particulate (i.e., "respirable dust").

---

[2] Elkhart Code 151 011(B), *Definitions*:
Noxious Matter. fumes, dust or other material that is offensive to human senses, especially sight and smell.
Toxics. Those pollutants or combinations of pollutants, including disease-causing agents, which, after discharge and upon exposure, ingestion, inhalation or assimilation into any organism, either directly from the environment or indirectly by ingestion through the food chains, will on the basis of information available to the Planning and Zoning Staff, cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfuntions (including malfunctions in reproduction) or physical deformations in such organisms or their offspring.

RECOMMENDATIONS

ISES observed that most particulate became airborne as a result of material handling (loading and unloading the mega shredder) and vehicular traffic on unpaved (or dirt-covered) areas, rather than directly from the mega shredder. We recognize the significant effort SIM made prior to our ambient air monitoring, cleaning and wetting paved surfaces. In addition to SIM's recent improvements, we recommend the following:

1. wetting materials as they are placed on the shredder intake conveyer; and
2. enclosing conveyors as much as possible (in particular, conveyors transporting shredded materials); and
3. paving all routes used by trucks and other mobile equipment.

We also recommend that additional monitoring for Suspended Particulate Matter[3] be conducted as SIM moves toward compliance with 326 IAC 6-4-2.

[3] The High Volume Method of 40 CFR 50, Appendix B should be employed for this monitoring.

AIR QUALITY ASSESSMENT

TEST METHODS
&
REPORT OF FINDINGS

A. Volatile Organic Compounds (VOCs)

On August 27th, August 28th, and September 12th, 2007, Industrial Safety and Environmental Services, Inc. (ISES) conducted monitoring for Volatile Organic Compounds (VOCs) in the neighborhood surrounding the Sturgis Iron & Metal (SIM) Mega Shredder. Sampling locations were chosen based on responses received while conducting the door-to-door surveys in July 2007.

Tests: EPA Method TO-15

ISES utilized a 6.0 liter Summa Canister for the collection of VOCs. Each canister was placed at a designated sampling location based on weather conditions and wind direction. On each sampling date, one canister was placed upwind of the Mega Shredder, and one downwind to determine the contribution of contaminants coming from the Mega Shredder.

After preparation of sampler per the Method, the valve was opened and sampling initiated. At the completion of sampling, each canister was prepared per the laboratory method, and shipped for analysis.

Sampling was conducted over approximately a 24-hour period, with ISES staff conducting hourly checks of the gauge to record canister pressure. ISES staff also obtained direct bi-hourly area temperature, carbon dioxide, carbon monoxide and relative humidity readings with the use of a Q-Trak T8851 hand held analyzer.

An equivalent to Environmental Protection Agency (EPA) Compendium Method TO-15 was used by LA Testing for analysis of samples collected. This method utilizes a gas chromatograph coupled with a mass spectrometer (GC/MS). According to the EPA, this method is more definitive than single specific detectors or a multidetector arrangement as it reduces the chance for misidentification and further enhances correct identification and quantification of VOCs.

Sampling Results

At least 23 VOCs were detected between all of the sampling locations, but only the 12 with the greatest concentrations are shown in the graphs below. The results in their entirety are included in the appendices to this report.

On August 27, 2007, sampling was conducted at 13th and Wolf, upwind of the site and the ISES site (located northeast of the Mega Shredder), downwind of the site. The results are:

August 27: 8-hour Time Weighted Average (TWA) was calculated for each result. The 8-hour TWA for each result is shown here

Constituent	13th and Wolf (upwind) (mg/m^3)	ISES Site (mg/m^3)
1,2,4-Trimethylbenzene	0.0418	0 0339
1,4-Dichlorobenzene	0.0300	0 0409
2-Butanone	0 0442	0.0530
Acetone	0.1140	0.1377
Benzene	0.0032	0.0054
Ethanol	0.1658	0.1696
Ethyl Benzene	0.0156	0.0130
Isopropyl Alcohol	0.0135	0.0197
n-Heptane	0.0365	0.0491
Propylene	0.0671	0.0894
Toluene	0.1506	0.0527
Xylene (ortho)	0.0521	0.0156
Xylene (para and meta)	0.0521	0.0434

No meaningful statistical difference exists between upwind and downwind results. It would appear that the SIM Mega Shredder has minimal, if any, impact on the presence of VOCs in the atmosphere. The presence of Toluene and Xylene are in greater concentration upwind of the site, which means that the Mega Shredder is not contributing to the emission of these two VOCs.

On August 28, 2007, sampling was conducted at 1002 Hubbard, upwind of the site and at 1429 West Indiana Ave., downwind of the site. The results are:

August 28: 8-hour Time Weighted Average (TWA) was calculated for each result. The 8-hour TWA is shown here

Constituent	1002 Hubbard (upwind) (mg/m^3)	1429 West Indiana Ave. (downwind) (mg/m^3)
1,2,4-Trimethylbenzene	0.0388	0.0418
1,4-Dichlorobenzene	0.0547	0.0300
2-Butanone	0.0884	0.0648
Acetone	0.2612	0.1639
Benzene	0 0048	0.0032
Ethanol	0.1507	0.1131
Ethyl Benzene	0 0152	0.0156
Isopropyl Alcohol	0.0199	0.0128
n-Heptane	0.0778	0.0381
Propylene	0.1531	0.0585
Toluene	0.0565	0.6776
Xylene (ortho)	0.0191	0.0191
Xylene (para and meta)	0 0521	0.0521

Again, the majority of VOC emissions were detected upwind of the Mega Shredder. Toluene, however, appeared in a larger concentration downwind of the site. It is unlikely that the SIM or its Mega Shredder would use toluene, so it is likely that toluene was emitted from another industrial source.

On September 12, 2007, sampling was conducted at 1332 West Indiana Ave., upwind of the site and at 1113 Cleveland, downwind of the site. The results are:

September 12: 8-hour Time Weighted Average (TWA) was calculated for each result. The 8-hour TWA is shown here

Constituent	1332 West Indiana Ave. (upwind) (mg/m^3)	1113 Cleveland (downwind) (mg/m^3)
1,2,4-Trimethylbenzene	0.0285	0.0133
1,4-Dichlorobenzene	0.0186	0.0042
2-Butanone	0.0153	0.0141
Acetone	0.0546	0.0451
Benzene	0.0032	0 0032
Ethanol	0 0452	0.0490
Ethyl Benzene	0.0048	0.0052
Isopropyl Alcohol	0.0147	0.0000
n-Heptane	0.0000	0.0102
Propylene	0.0258	0.0139
Toluene	0.1807	0.0489
Xylene (ortho)	0 0096	0.0061
Xylene (para and meta)	0.0191	0.0148

Yet again, the majority of VOC emissions were detected upwind of the Mega Shredder, and toluene again appeared in a larger concentration upwind of the site. A more likely source of toluene would be an industrial location near West Indiana Avenue.

Background Information: VOCs

VOCs are organic chemical compounds containing one or more carbon atoms that have high enough vapor pressures under normal conditions to significantly vaporize and enter the atmosphere. There are thousands of compounds that meet these criteria, and a variety of methods from which they enter the atmosphere. VOC emissions may result from natural sources as well as man-made sources, and although the natural sources are more abundant, it is the man-made sources that are the greatest contributors to air quality problems.

Fossil-fuel consuming internal combustion engines are a major contributor to the emissions of VOCs into the air. Vented storage of gasoline, oil and other volatile chemicals also contribute VOCs. Industrial processes and the use of consumer and commercial solvents can also play a role. Many VOC-containing products used by industry and/or burned in internal combustion engines have very distinct (and sometimes unpleasant) odors, which can contribute to localized odor nuisance issues. On the positive side, operators of industrial processes are regulated to control their VOC emissions, and numerous strides have been made in the transportation industry to help reduce the impact of fossil fuel use to limit environmental and health risks.

The health effects of VOCs can vary greatly depending on the organic compound and its concentration. Eye and respiratory tract irritation, nose and throat irritation, headaches and dizziness are among the immediate symptoms some people encounter soon after exposure to some organics.

Individuals with pre-existing respiratory disorders such as asthma and persons with heightened sensitivity to chemicals may be more susceptible to the effects of VOC exposure than others.

B. Elemental Carbon (Diesel Particulate)

On July 31st and August 27th, 2007, ISES conducted monitoring for Elemental Carbon in the neighborhood surrounding the SIM Mega Shredder. Sampling locations were chosen based on responses received while conducting the door-to-door surveys in July 2007.

Tests: NIOSH Method 5040

The diesel particulate samples were collected using a single source sampling medium (a 37mm quartz filter). An equivalent to the NIOSH 5040 method was used by LA Testing for analysis of the collected samples. For sample collection, the MSA sampling pumps were calibrated, on-site, to draw a known volume of air through a 37mm quartz filter. Sample duration was approximately 85 minutes.

Sampling Results

Diesel particulate results were below laboratory detection limits. Results beginning with "<" identify that the sample collected was below laboratory detection limits. The results in their entirety are included in the appendices to this report.

Results of NIOSH 5040 Sampling for Elemental Carbon (Diesel Particulate)

Sample Collection Date	Sample Number	Address	Results in mg/m^3
7/31/07	73101	RV/ISES Site	<0.014
7/31/07	73103	1010 Cleveland	<0.015
7/31/07	73104	1204 Garfield	<0.014
7/31/07	73105	1229 Harrison	<0.015
7/31/07	73102	1324 Blaine	<0.014
8/27/07	82702	1829 Oakland	<0.012
8/27/07	82705	1429 Indiana	<0.016
8/27/07	82704	1024 Hubbard	<0.015
8/27/07	82703	1006 Wolf	<0.012
8/27/07	82701	901 Cleveland	<0.014

Background Information: Elemental Carbon (Diesel Particulate)

It is not uncommon to find diesel exhaust contaminants in the air in both rural and urban environments. The sight and smell of diesel exhaust is objectionable to many people. Many sources generate diesel exhaust such as buses, semi-trucks, trains, electrical generators and earth moving equipment. Type of fuel, how the engine is used, emission control equipment, maintenance and operation of the engine all determine the chemical compounds released.

Particles and gases from diesel exhaust are suspended in the air, so exposure to this pollutant occurs whenever a person breathes air that contains these substances. The commonness of diesel-powered engines makes it almost impossible to avoid exposure to diesel exhaust or its byproducts.

Diesel exhaust exposure can have immediate health effects, causing irritation to the nose, eyes, throat and lungs, headaches, nausea and light-headedness. Studies have shown that diesel exhaust particles made individuals with allergies more susceptible to the materials to which they are allergic, such as pollen and dust. Exposure to diesel exhaust can also cause inflammation in the lungs, which may aggravate chronic respiratory symptoms and increase the intensity or frequency of asthma attacks.

C. Metals and Total Weight Gain (Particulate)

On August 17th, 2007, ISES conducted monitoring for Metals and Total Weight Gain (Particulate) in the neighborhood surrounding SIM. Sampling locations were chosen based on responses received while conducting the door-to-door surveys in July 2007.

Tests: OSHA Method ID 121/OSHA ID 125G

ISES utilized MSA sampling pumps, calibrated on-site, to draw a known volume of air through a 37mm 0.8 micron Matched Weight Mixed Cellulose Ester Filter for the collection of Particulate (Total Weight Gain). Each pump was placed at a designated sampling location based on results from the door to door surveys, weather conditions and wind direction. On the sampling date, one MSA sampling pump was placed outside a residence (addresses are located in the results section in this portion of the report).

Sampling was conducted over approximately an 8-hour period, with ISES staff conducting hourly checks of pumps and media.

An equivalent to Occupational Safety and Health Administration (OSHA) Method ID 121 and 125 for Metal and Metalloid Particulates was used by NATLSCO Testing for analysis of samples collected. In OSHA Method 121, samples are desorbed or digested using water extractions or mineral acid digestions. Elemental analysis of the prepared sample solutions is performed by atomic absorption or emission spectroscopy. With OSHA Method 125G, filters are digested with nitric acid, sulfuric acid and hydrogen peroxide. Dissolution of the elements is facilitated by addition of hydrochloric acid. Analysis is performed using Inductively Coupled Argon Plasma-Atomic Emission Spectroscopy (ICAP-AES).

Sampling Results

Analysis was requested for 14 metals. Only five of these metals were present in levels above laboratory detection limits (as shown below). Laboratory results in their entirety are included in the appendices to this report.

Results of Methods 121/125G Sampling
Results preceeded by "less than" (<) indicate that the concentration was below laboratory detection limits.

Location	Sample Number	Chromium (mg/m^3)	Iron (mg/m^3)	Nickel (mg/m^3)	Total Dust (mg/m^3)	Zinc (mg/m^3)
1207 Wolf	27034121	<0.00011	0.0037	<0.00011	<0.11	0.00032
1025 Cleveland	27034133	<0.00018	0.006	<0.00018	0.26	0.0007
1728 10th Street	27034112	<0.0001	0.0029	<0.0001	<0.1	0.00031
1002 Hubbard	27034115	<0.000098	0.002	<0.000098	<0.098	0.000098
1324 Blaine	27034151	0.00012	0.0029	0.00024	<0.12	0.00012

There is no OSHA Permissible Exposure Limit (PEL) for iron. Material Safety Data Sheets refer to "airborne" risk coming from exposure to "ferric oxide fume". Despite concerns expressed by residents, overexposure to ferric oxide (aka "rouge dust" or "hermatite dust) seems improbable. (The OSHA Permissible Exposure Limit for iron oxide dust, "respirable fraction," is 10 mg/m^3).

D. Total Particulate

On September 13th and 18th, 2007, ISES conducted monitoring for total particulate in the neighborhood surrounding the SIM Mega Shredder. Sampling locations were chosen based on responses received while conducting the door-to-door surveys in July 2007.

Test: NIOSH 0500

Total particulate samples were collected using a single source sampling medium (i.e. one 5.0 micron polyvinyl chloride filter, 2-piece cassette, preweighed filter). An equivalent to the NIOSH 0500 method was used by NATLSCO for analysis of the collected samples. For sample collection, the MSA sampling pumps were calibrated, on-site, to draw a known volume of air through a 5.0 micron polyvinyl chloride filter. Sample duration was approximately 480 minutes.

Sampling Results

As stated above, total particulate can be generated from a multitude of sources. Based on visual observations by ISES personnel of materials handling processes (loading and unloading the shredder creating dust clouds and airborne debris which cross SIM property lines), SIM is a contributor to the generation of total particulate in the surrounding neighborhood. The highest total particulate result was 0.42 milligrams per cubic meter (mg/m^3). Results beginning with "<" identify that the sample collected was below laboratory detection limits. Results in their entirety are included in the appendices to this report.

Results of NIOSH 0500 Sampling

Sample Collection Date	Sample Number	Address	Results in mg/m^3
9/13/07	27031530	1307 Hubbard	<0.011
9/13/07	27031525	1110 Blaine	0.02
9/13/07	27031526	1032 Hubbard	<0.0093
9/13/07	27031522	1713 Oakland	0.041
9/13/07	27031516	1824 Oakland	0.019
9/18/07	27031527	1300 Leonard	0.047
9/18/07	27031529	1033 Wolf	<0.0093
9/18/07	27031514	1010 Cleveland	0.046
9/18/07	27031535	1204 Garfield	0.42

Background Information: Particulate

Particulate matter is a term used to describe solid or liquid particles emitted into the air. Particulates vary in size; some are large enough to be seen while others are so small that they can only be detected with an electron microscope.

Particulate matter can be generated from many sources. Processes or activities which involve burning of materials or any dust generating activities are sources of particulate.

We can generate particulate from just working in our yards. Weed wackers, lawn mowers and leaf blowers all generate particulate in addition to our vehicles.

Individuals most susceptible are individuals with asthma, influenza, lung, heart, or cardiovascular disease, children and the elderly.

E. Respirable Particulate

On September 13th and 18th, 2007, ISES conducted monitoring for respirable particulate[4] in the neighborhood surrounding the SIM Mega Shredder. Sampling locations were chosen based on responses received while conducting the door-to-door surveys in July 2007.

Test: NIOSH 0600

Respirable particulate samples were collected using a single source sampling medium (i.e. one 5.0 micron polyvinyl chloride filter, 2-piece cassette, preweighed filter) attached to a cyclone. An equivalent to the NIOSH 0600 method was used by NATLSCO for analysis of the collected samples. For sample collection, the MSA sampling pumps were calibrated, on-site, to draw a known volume of air through a 5.0 micron polyvinyl chloride filter. Sample duration was approximately 480 minutes. Similar to NIOSH 0500, determining the respirable fraction of dust is a gravimetric procedure requiring special pre-weighed PVC filters. OSHA and others have developed threshold values ranging from 2 to 5 mg/m^3.

Sampling Results

The highest respirable particulate result was 0.05 mg/m^3. Results in their entirety are included in the appendices to this report.

Results of NIOSH 0600 Sampling

Sample Collection Date	Sample Number	Address	Results in mg/m^3
9/13/07	27031532	1204 Garfield	0.050
9/13/07	27031520	1113 Cleveland	0.025
9/18/07	27031517	1712 Oakland	0.025
9/18/07	27031534	1226 Wolf	0.036

[4] Respirable particulate matter is a term used to describe airborne material which is capable of penetrating to the gas-exchange region of the lungs and is capable of being drawn deep into the lungs when you take a breath

F. Suspended Particulate Matter

ISES conducted ambient air monitoring for Suspended Particulate Matter on October 15, 2007 at positions upwind and downwind (herein described as "South" and "North," respectively) of the Mega Shredder as follows:

TEST: 40 CFR 50, Appendix B - Reference Method for the Determination of Suspended Particulate Matter in the Atmosphere (High-Volume Method)

Test Start: 2 06PM

Test End: 3:06PM

Wind Direction: Southeast

Wind Speed: 6.9 mph

Uniformity of air flow: North sampler was powered by a portable generator during testing and post-calibration of air flow. South sampler was powered by 110v AC from the local power grid during testing and post-calibration of air flow.

Calibration method: both samplers were equipped with exhaust pipes. Differential pressures during calibration were measured, and air flows calculated per modified EPA Method 2 (Velocity - S-type Pitot). Moisture was calculated based on relative humidity readings taken at the time of testing and at the time of calibration, and air flow was adjusted to dry standard conditions as specified in the High-Volume Method.

Test Filters: numbered, pre-weighed filters supplied by Chester Laboratory (analytical laboratory) were used during testing, then removed from the samplers, packaged and shipped to the lab.

Sampling Results

Results of High Volume Testing

Position	Site	Particle Size	Tare Wt. (g)	Gross Wt. (g)	Net Wt. (µg)	Volume (m^3)	Concentration[5] (ug/m^3)
Downwind (North)	Elliston	TSP	4.6421	4.6595	17,400	124.2	**140**
Upwind (South)	1216 Wolf St	TSP	4.6305	4.6419	11,400	141.2	**81**

The increase in suspended particulate from upwind of the Mega Shredder to downwind of the Mega Shredder (expressed in micrograms per cubic meter) is 59. This is a 72.8% increase over the baseline of 81 ug/m^3 established upwind.

[5] The US EPA National Ambient Air Quality Standard (NAAQS) for particulate matter 10 microns in diameter ("PM10") is 150 ug/m^3 over 24 hours. The results shown here are for TSP, and do not reflect the fraction of PM10 present in the samples

326 Indiana Administrative Code, Article 6 (Particulate Rules)
Rule 4. Fugitive Dust Emissions

326 IAC 6-4-1 Applicability of rule
Sec. 1. This rule (326 IAC 6-4) shall apply to all sources of fugitive dust. For the purposes of this rule (326 IAC 6-4), "fugitive dust" means the generation of particulate matter to the extent that some portion of the material escapes beyond the property line or boundaries of the property, right-of-way, or easement on which the source is located.

326 IAC 6-4-2 Emission limitations
Sec. 2. A source or sources generating fugitive dust shall be in violation of this rule (326 IAC 6-4) if any of the following criteria are violated:

(1) A source or combination of sources which cause to exist fugitive dust concentrations greater than sixty-seven percent (67%) in excess of ambient upwind concentrations as determined by the following formula:

$$P = \frac{100\,(R - U)}{U}$$

P = Percentage increase
R = Number of particles of fugitive dust measured at downward receptor site
U = Number of particles of fugitive dust measured at upwind or background site

(2) The fugitive dust is comprised of fifty percent (50%) or more respirable dust[6], then the percent increase of dust concentration in subdivision (1) of this section shall be modified as follows:

$$P_R = (1.5 \pm N)\,P$$

Where N = Fraction of fugitive dust that is respirable dust;
P_R = allowable percentage increase in dust concentration above background; and
P = no value greater than sixty-seven percent (67%).

(3) The ground level ambient air concentrations exceed fifty (50) micrograms per cubic meter above background concentrations for a sixty (60) minute period.

(4) If fugitive dust is visible crossing the boundary or property line of a source. This subdivision may be refuted by factual data expressed in subdivisions (1), (2) or (3) of this section.

Description of the High-Volume Method (excerpted from 40 CFR 50, Appendix B)

This method provides a measurement of the mass concentration of total suspended particulate matter (TSP) in ambient air. An air sampler, properly located at the measurement site, draws a measured quantity of ambient air into a covered housing and through a filter during a 1-hr (nominal) sampling period. The sampler flow rate and the geometry of the shelter favor the collection of particles up to 25–50 µm (aerodynamic diameter), depending on wind speed and direction. The filters used are specified to have a minimum collection efficiency of 99 percent for 0 3 µm (DOP) particles

The filter is weighed (after moisture equilibration) before and after use to determine the net weight (mass) gain. The total volume of air sampled, corrected to EPA standard conditions (25 °C, 760 mm Hg [101 kPa]), is determined from the measured flow rate and the sampling time. The concentration of total suspended particulate matter in the ambient air is computed as the mass of

[6] In Indiana, "respirable dust" is defined as 8 microns in diameter (or less) No test exists for particulate equal to or less than 8 microns in diameter.

collected particles divided by the volume of air sampled, corrected to standard conditions, and is expressed in micrograms per standard cubic meter (μg/std m^3).

The approximate concentration range of the method is 2 to 750 μg/std m^3 . The upper limit is determined by the point at which the sampler can no longer maintain the specified flow rate due to the increased pressure drop of the loaded filter. This point is affected by particle size distribution, moisture content of the collected particles, and variability from filter to filter, among other things. The lower limit is determined by the sensitivity of the balance and by inherent sources of error.

At wind speeds between 1 3 and 4.5 m/sec (3 and 10 mph), the high-volume air sampler has been found to collect particles up to 25 to 50 μm, depending on wind speed and direction. For the filter specified in Section 7.1 of the method, there is effectively no lower limit on the particle size collected

PARAMETERS OF STUDY

This study was performed in a manner consistent with standards typically applied to a statement of professional opinion. The study and resulting report are based partially on information obtained from others.

The information contained in this report was developed from information available at the time the report was compiled. Industrial Safety and Environmental Services, Inc. assumes no liability for financial or other losses or subsequent damage caused by or related to any use of this document.

LIST OF APPENDICES

Results of Laboratory Analyses
- Volatile Organic Data Analysis Summary (VOCs)
- Elemental Carbon on Quartz Filters (Diesel Particulate)
- Metals and Total Weight Gain (Particulate)
- Total Particulate/Respirable Particulate
- Suspended Particulate Matter

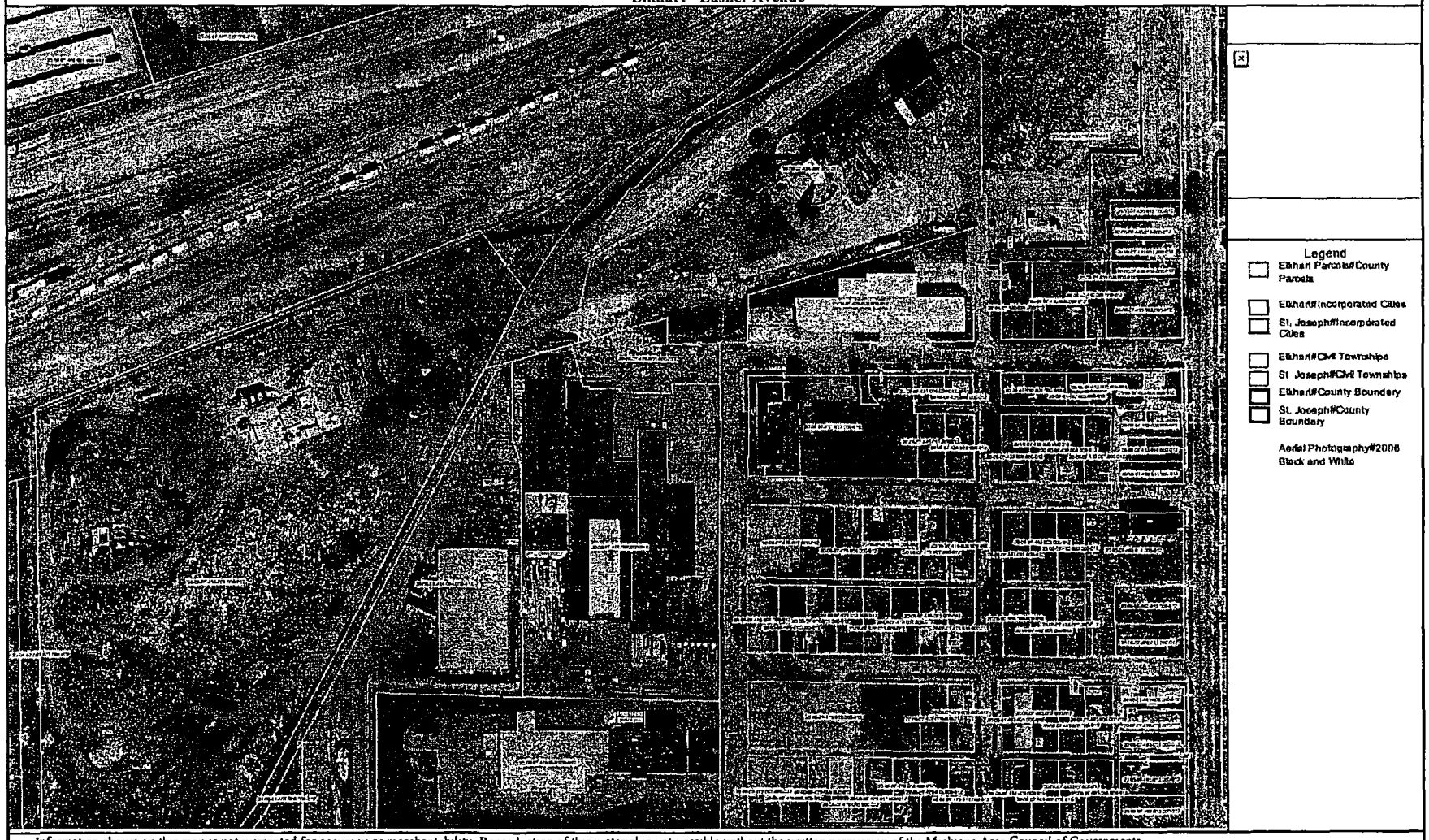
Sampling Documentation
- Sampling Media Sheets
- Mega Shredder Log Sheets

Drawings
- Sampling Locations by Sampling Session
- Survey Area

Regulatory Agency Database Search Results

Neighborhood Survey Forms

Elkhart - Lusher Avenue



Information shown on this map is not warranted for accuracy or merchantability Reproduction of this material is not possible without the written permission of the Michiana Area Council of Governments

DELL ENGINEERING, INC.
Civil Engineering • Environmental Consulting

3352 128th Avenue, Holland, Michigan 49424-9263
Phone: 616-399-3500 FAX: 616-399-3777
Muskegon Heights, Michigan - Branch Office

August 21, 1996

Sturgis Iron & Metal Company
70675 Centerville Road
Sturgis, Michigan 49091

Attn: Mr. Ralph Levin

Re: Former Godfrey Marine Property
1703 South 13th Street, Elkhart, Indiana

Dear Mr. Levin:

This correspondence provides a summary of recent environmental investigation performed at the above-referenced site. The investigation included installation and sampling of additional groundwater monitoring wells and performance of a limited Phase I Environmental Site Assessment (ESA). This work was performed in accordance with our proposal dated July 12, 1996, in order to minimize potential future cleanup liability.

GROUNDWATER SAMPLING

In order to more completely define the extent of groundwater contamination previously identified at MW-3 and MW-5, two (2) additional monitoring wells (MW-6 and MW-7) were installed and sampled on July 24, 1996. Locations of new and existing monitoring wells are illustrated in Figure 1 (Attachment A).

WELL INSTALLATION & SAMPLING

Monitoring wells were installed with a hydraulically-driven drill rig by Great Lakes Drilling Company under the supervision of Dell. Split-barrel core samples were collected from each boring for volatile organic compound (VOC) screening and geologic logging. VOC screening was performed with a 10.2 eV photoionization detector (PID) calibrated to a benzene equivalent gas.

Boring logs and well construction details are included in Appendix B. Soil encountered in the borings consisted primarily of brown and tan, fine sand. No significant VOC levels were noted in soils screened with the PID (see boring logs). Groundwater was encountered in the borings at a depth of approximately 14.5 feet below the ground surface. Wells were constructed of 2-inch diameter PVC materials with 5-foot screens set in the upper 5 feet of the aquifer. Upon installation, wells were developed until a minimum of suspended fines were noted in the development water.

Static water levels (SWLs) were measured in new and existing monitoring wells to allow calculation of the groundwater flow direction. The new wells were surveyed to determine their relative top-of-casing elevations and allowed to stabilize for approximately 1 hour prior to SWL measurement. July 1996 SWLs were generally consistent with prior measurements, indicating a northerly groundwater flow gradient (see Figure 1 Attachment A).

SAMPLE COLLECTION & ANALYSIS

Groundwater samples were collected using disposable polyethylene bailers upon purging three (3) well volumes of groundwater from each well. A new bailer and bailer twine were used for

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purging and sample collection at each well. Following sample collection, containers were labeled, chain-of-custody documents completed, and the samples were placed in an iced cooler chest and transported to Western Michigan Environmental Services, Inc. for laboratory analysis. Samples were analyzed for MDNR Scan 1 & 2 VOCs and vinyl chloride (indicative of common industrial degreasers and solvents). Analytical procedures and techniques were conducted in accordance with the following documents:

- U.S. EPA, *Methods for Chemical Analysis of Water and Wastes*, EPA-600
- U.S. EPA, *Test Methods for Evaluating Solid Wastes*, SW-846, November 1986, as amended.

Analytical methodologies and detection limits were consistent with Michigan regulatory guidance per ERD Operational Memorandum #6, Revision 4, September 13, 1995. The Michigan regulatory programs are felt to be more thorough and restrictive than those in Indiana. Thus, the protocol followed is likely to be consistent with Indiana requirements, if any exist.

SAMPLING RESULTS

Results for the sampling of the new wells and prior sampling at existing wells are summarized in Table 1 (Attachment C). The laboratory report for the new well sampling is included in Attachment D. The results for MW-6 indicate trichloroethene (TCE), the only detected parameter, is present at a concentration of 19 μg/l which exceeds Indiana's residential drinking water criterion of 5 μg/l. The results for MW-7 indicate 1,1,1-trichloroethane, the only detected parameter, is present at a concentration of 2.3 μg/l which meets Indiana's residential drinking water criterion of 1,290 μg/l.

An evaluation of results at new and existing wells indicates low-level chlorinated VOC impact across the site. Residential drinking water exceedences (for TCE only) have been noted only in wells MW-3, MW-5 and MW-6 at the western portion of the site. The TCE levels at MW-3 and MW-6 (at the southern property boundary) suggest on-site migration of contaminants from an upgradient source. The increase in TCE levels from MW-6 to MW-5 suggests an on-site source may be contributing to the measured groundwater contamination. However, it is possible that all of the detected TCE on site, including at MW-5, originated from an upgradient, off-site source.

LIMITED PHASE I ESA

In order to evaluate potential sources of environmental contamination due to former operations on-site and operations in the vicinity of the site, a limited Phase I ESA was performed. The scope of the limited Phase I ESA consisted of a regulatory agency records search/file review and a historical records review (i.e., aerial photographs, Polk's Directories, Sanborn Fire Insurance Maps, and tax records).

REGULATORY REVIEW

A July 15, 1996, report prepared by Environmental Data Resources, Inc. (EDR) provides a summary of Federal and State "Standard Environmental Record Sources" within the "approximate minimum search distance" (distance from the subject site) of "practically reviewable" information as defined by ASTM Standard E 1527-94. A copy of this report is included as Attachment E.

As indicated in the EDR report, information was obtained "from a variety of public sources" (typically the Indiana Department of Environmental Management [IDEM], State Fire Marshal, and U.S. EPA) and placed on a computer database. The lists are reviewed to determine potential areas of environmental concern in the vicinity of the investigated site. Dell makes no warranty or guarantee of the accuracy or completeness of the database information prepared by EDR, nor the lists prepared by the State or Federal agencies.

EDR did not identify the former Godfrey Marine site on any of the databases searched, indicating no "reasonably ascertainable" governmental records of environmental contamination are available. Several nearby sites of potential environmental contamination were identified by EDR (see Attachment E).

In order to evaluate whether nearby, upgradient sites identified by EDR pose the threat of impacting the investigated site, available records were requested from the IDEM Office of Environmental Response. The IDEM provided underground storage tank (UST) information for several sites on Lusher Street and Oakland Avenue (located south of the site). UST removal/closure reports were provided for Gano Plywood and Patrick Industries (both located adjacent to the site's southern property boundary). The limited sampling conducted during closure activities at these sites did not indicate significant releases of petroleum products.

No information regarding investigation of potential sources of chlorinated VOCs or TCE in groundwater was provided by the IDEM. EDR identification of the site "Lusher Street Groundwater Contamination" suggests a regional upgradient groundwater plume (Lusher Street is located approximately ¼ mile south of the site). However, based on the lack of IDEM records for this site, significant investigation in the vicinity of the site does not appear to have been conducted to date.

HISTORICAL RECORDS REVIEW

Aerial Photographs

Aerial photographs were used to identify obvious outside historic operations or items of potential environmental concern. Aerial photographs for the site were available from 1993 and 1977 (see Attachment F). Both aerials depict the existing structure at the south side of the site and the (former) main building at the eastern portion of the site. Several unknown items and apparent roll-off boxes are stored at the eastern portion of the site in the 1993 aerial. No obvious items of environmental concern are apparent in either aerial photograph.

Polk's Directories

Polk's Directories were reviewed at the Elkhart Public Library to evaluate the ownership history of the site. The first documented occupant at 1703 S. 13th Street was the "Sidway Mercantile Co.," which was listed from 1910 through 1917. "Godfrey Conveyor" was listed as the next site occupant from 1924 through 1980. "San Pan Boats (Godfrey Marine Division)" was listed as an additional occupant in the 1960 listing. The site was listed as "vacant" in the 1985 to 1994 directories.

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Sanborn Maps

Sanborn fire insurance maps for the site were obtained through EDR Sanborn, Inc. to evaluate historic property conditions and items of potential environmental concern. Sanborn maps for the site were available from 1910 through 1968 (see Attachment G). The site was not shown on a 1901 map, suggesting is was not likely developed at this time.

The maps depict the site as occupied by Sidway Mercantile Co. in 1910 and 1917, and by Godfrey Conveyor in 1927, 1950, and 1968. Building descriptions are included on the maps (see Attachment G). Sidway operations are described in the maps to consist of manufacture of collapsible go-carts. Godfrey operations are described to consist of manufacture of metal conveyors. Items of potential environmental concern noted in the maps include an apparent oil warehouse at the eastern portion of the site in the 1910 map, and several references to painting operations (which likely involved hazardous substance use). In order to determine whether environmental contamination is present due to potential releases from these areas, follow-up investigation would be necessary.

Tax Records

Tax records for the site were obtained from the Elkhart City Assessor's office. Tax records were reviewed for any references to items of potential environmental concern. Available tax records indicate the site buildings were first constructed in the early 1900s for "light manufacturing" use. No items of environmental concern were noted.

CONCLUSIONS

Groundwater sampling described above indicates probable migration of contaminants from an off-site, upgradient source; however, a potential on-site source may be contributing to the contamination. The compound TCE is a common industrial degreaser used since the 1940s and its use and subsequent release to the environment on the subject property is possible, given the history of metal fabrication on the property by Godfrey Conveyor. However, Sidway Mercantile Co. (manufacturer of go-karts), Sidway Topliff Co. (manufacturer of metal toys), Klingler Manufacturing Co. (manufacturer of machine shop products) and the Industrial Lamp Co. all operated immediately upgradient of the site. These companies also may have used TCE in their manufacturing processes, which included plating and polishing operations.

The limited Phase I ESA work described above indicates several sites of environmental contamination are located upgradient from the investigated site; however, no records were available documenting impact to the investigated site. Historical information described above indicates the site was apparently first developed in the early 1900s for Sidway Mercantile. Sidway apparently utilized the site for collapsible go-cart manufacture until approximately 1920, at which time Godfrey Conveyor began metal conveyor manufacturing operations. The site was apparently utilized by Godfrey until the early 1980s and has been vacant since this time. Items of potential environmental concern include a former oil warehouse and likely hazardous substance use during former manufacturing operations (Sanborn maps indicate painting operations were conducted on the property by Godfrey).

If Sturgis Iron & Metal Company (SI&M) purchases the site, it could be held liable for contamination identified on the site in the event that enforcement actions are pursued by state or federal regulatory agencies. The Phase I work described above affords SI&M a limited "due diligence" defense to liability for potential contamination not identified by Dell's groundwater studies and the sources described above. However, interviews with persons familiar with former operations, as required by ASTM Standard E 1527-94, would be required to establish more of a defense. A soil sampling investigation could be implemented in an attempt to determine potential on-site sources of TCE contamination.

The conclusions in this report are based upon the scope stated within and are intended to function as indicators of potential environmental impact from readily determined historical or current activities conducted at or in close proximity of the subject site. The results and conclusions of this study do not insure, warrant, or represent that there are not additional environmental issues which might be discovered if a more thorough evaluation were undertaken.

If you have any questions regarding the information described above or would like additional investigation performed at the site, please do not hesitate to contact Lee Dell or one of the undersigned at 616-399-3500.

Sincerely,

DELL ENGINEERING, INC.

Chad Weber (TPO)

Chad A. Weber
Staff Engineer

Thomas P. O'Ell

Thomas P. O'Connell, P.E.
Project Manager

CAW:cw
(960142/ck:TPO/LRD)

Attachments (7)

cc: John Dresser - Dresser Law Office
File

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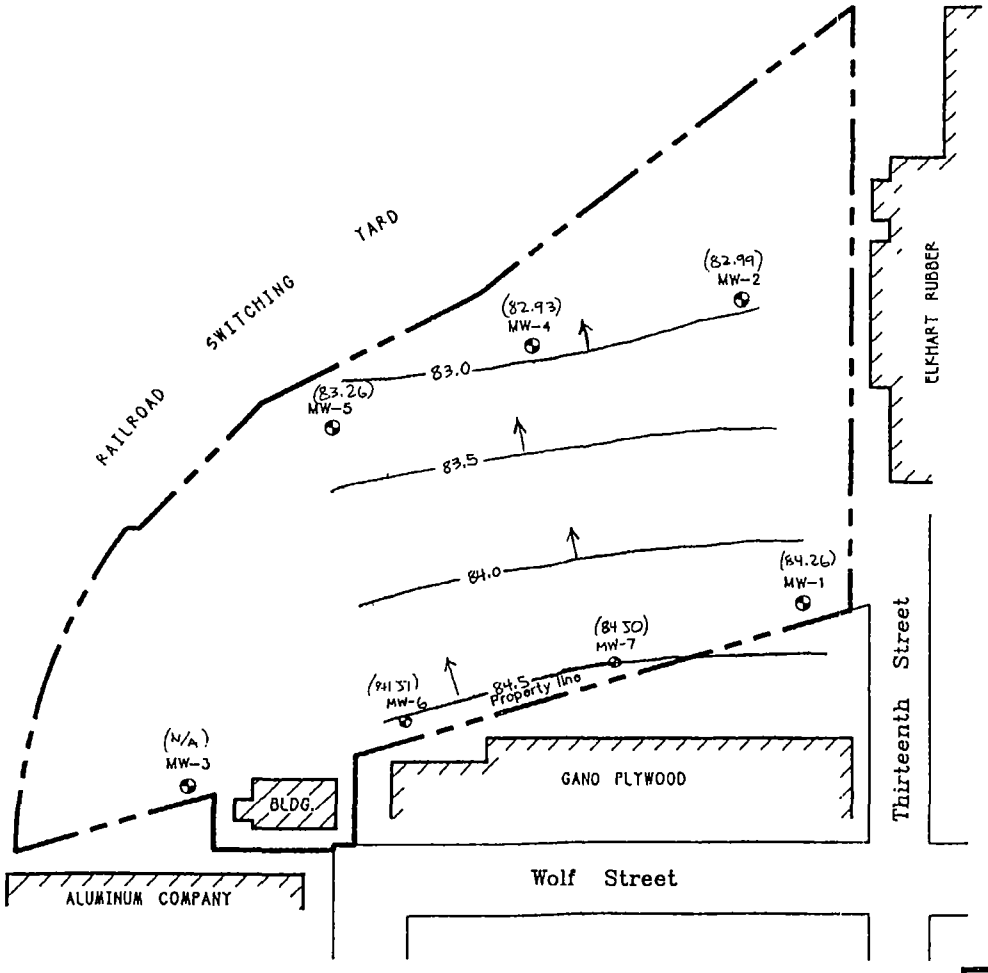
ATTACHMENT A

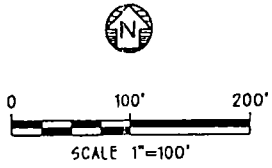
• FIGURE 1 •

SITE PLAN

PIEZOMETRIC SURFACE CONTOURS

JULY 24, 1996





LEGEND

MONITORING WELL LOCATION

(84.26) STATIC WATER ELEVATION

—84.5— PIEZOMETRIC SURFACE CONTOUR

STURGIS IRON & METAL ELKHART, INDIANA	NOVEMBER 1991 910858
DELL ENGINEERING, INC. Environmental Consultants HOLLAND, MICHIGAN 49424	FIGURE 1

<9101006> 910858SP 12/05/91
REVISIONS ARE TO BE MADE ON THE CADD MASTER FILE ONLY

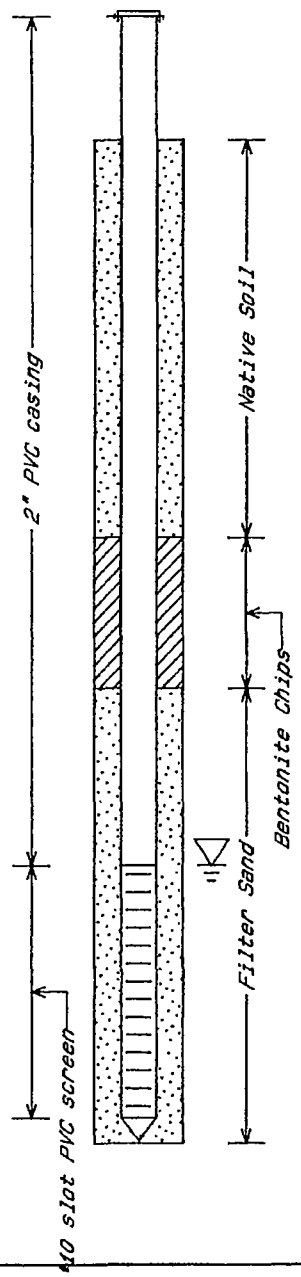
ATTACHMENT B

• BORING LOGS •

DELL ENGINEERING, INC.

Project	STURGIS IRON & METAL	Hole/Well No.	MW-6
Location	ELKHART, INDIANA	Diameter of Drill Hole	8 inches
Job No.	960142	Total Depth of Hole	20 feet
Geologist/Engineer	CAW	Date Started	7/24/96
Drill Agency	GREAT LAKES DRILLING CO.	Date Completed	7/24/96

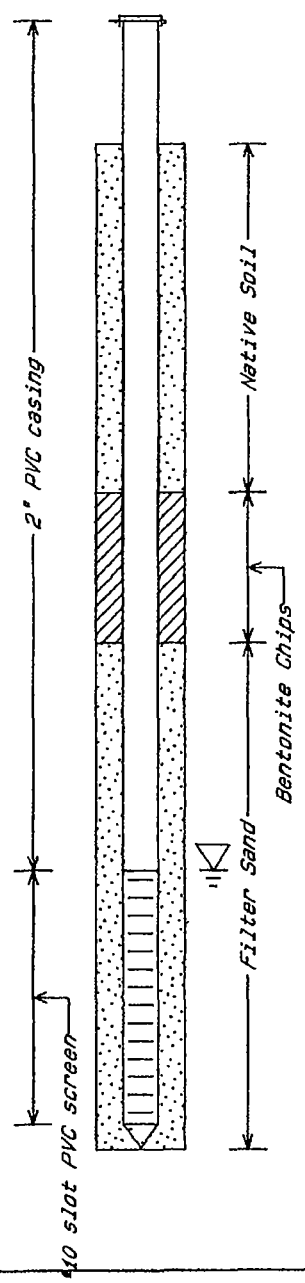
DEPTH IN FEET	WELL CONSTRUCTION DETAIL	HNU (ppm)	Recovery	BLOWS/6	GRAPHIC SYMBOL	DESCRIPTION
-4						
-2						
0						0'-1.0' TOPSOIL
-2		0	X	2 2 3		1.0'-20.0' Brown, fine SAND, moist to dry; becoming tan and moist at 6', wet at 14.5'; some medium sand 8.5' to 10'
-4		0	X	4 4 4		
-6		0	X	4 2 3		
-8		0	X	4 3 4		
-10		0	X	3 3 5		
-12		0	X	7 5 8		
-14		0	X	5 7 8		
-16						
-18						
-20						End of boring - 20.0'
-22						



DELL ENGINEERING, INC.

Project	STURGIS IRON & METAL	Hole/Well No.	MW-7
Location	ELKHART, INDIANA	Diameter of Drill Hole	8 inches
Job No.	960142	Total Depth of Hole	20 feet
Geologist/Engineer	CAW	Date Started	7/24/96
Drill Agency	GREAT LAKES DRILLING CO.	Date Completed	7/24/96

DEPTH IN FEET	WELL CONSTRUCTION DETAIL	HNU (ppm)	Recovery	BLOWS/6	GRAPHIC SYMBOL	DESCRIPTION
-4						
-2						
0						0'-1.0' TOPSOIL
-2		0	X	2 3 4		1.0'-20.0' Brown, fine SAND, dry; becoming tan and moist to dry from 6' to 10'; moist 10'-14.5', wet at 14.5'; some thin, black sand seams from 16' to 17.5'
-4		0	X	4 5 6		
-6		0	X	10		
-8		0	X	8 5 4		
-10						
-12		0	X	5 4 5		
-14		0	X	4 5 7		
-16		0	X	5 7 8		
-18						
-20						End of boring - 20.0'
-22						



ATTACHMENT C

• TABLE 1 •

DELL ENGINEERING, INC.

TABLE 1

GROUNDWATER ANALYTICAL RESULTS

Former Godfrey Marine Site
1703 South 13th Street
Elkhart, Indiana

PARAMETER	Tier II Cleanup Criteria[1]		MW-1			MW-2			MW-3			MW-4			MW-5			MW-6	MW-7
	Residential	Non-Residential	11/91	1/93	2/96	11/91	1/93	2/96	11/91	1/93	2/96	11/91	1/93	2/96	11/91	1/93	2/96	7/96	7/96
Chloroform	100	469	2.6	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Trichloroethene	5.0	260	*	*	*	1.2	1.5	2.9	9.0	8.0	6.7	2.2	2.7	*	49	61	72	19	*
1,1,1-Trichloroethane	1,290	9,200	*	*	*	*	3.7	*	*	*	*	*	*	*	*	*	*	*	2.3

NOTES:
- Concentrations reported in $\mu g/\ell$ (parts per billion)
- [1] Indiana Department of Environmental Management (IDEM) Tier II groundwater cleanup criteria.
- * = Below detection limit
- Shaded values exceed IDEM Tier II residential cleanup criteria.
- MDNR Scan 1 & 2 parameters not listed were not present at detectable concentrations.

ATTACHMENT D

• LABORATORY REPORT •

WESTERN MICHIGAN
ENVIRONMENTAL SERVICES, INC.

3352 128th Avenue, Holland, Michigan 49424-9263
Phone: 616-399-6070 FAX 616-399-6185

RECEIVED
JUL 31 1996
DELL ENGINEERING

CLIENT: Dell Engineering, Inc.
3352 128th Avenue
Holland, Michigan 49424

Attn: Chad Weber
Re: Sturgis Iron & Metal (960142)

DATE: July 31, 1996

ANALYSIS OF: Groundwater Samples

REPORTED BY: Robert K. Zahray, Laboratory Manager

DATE RECEIVED: Received from client on July 25, 1996.

Sample ID: MW-6 Lab ID: 9607228-01 Collected: 07/24/96

TEST	RESULT	UNITS	ANALYZED	BY	METHOD	MDL
MDNR Scans 1&2					EPA 8260	
Bromodichloromethane	BDL	µg/L	07/25/96	DAH		1.0
Bromoform	BDL	µg/L	07/25/96	DAH		1.0
Carbon Tetrachloride	BDL	µg/L	07/25/96	DAH		1.0
Chlorobenzene	BDL	µg/L	07/25/96	DAH		1.0
Chlorodibromomethane	BDL	µg/L	07/25/96	DAH		1.0
Chloroform	BDL	µg/L	07/25/96	DAH		1.0
1,1-dichloroethane	BDL	µg/L	07/25/96	DAH		1.0
1,2-dichloroethane	BDL	µg/L	07/25/96	DAH		1.0
1,1-dichloroethene	BDL	µg/L	07/25/96	DAH		1.0
cis-1,2-dichloroethene	BDL	µg/L	07/25/96	DAH		1.0
trans-1,2-dichloroethene	BDL	µg/L	07/25/96	DAH		1.0
1,2-dichloropropane	BDL	µg/L	07/25/96	DAH		1.0
1,3-dichloropropene	BDL	µg/L	07/25/96	DAH		1.0
Methylene Chloride	BDL	µg/L	07/25/96	DAH		5.0
1,1,2,2-Tetrachloroethane	BDL	µg/L	07/25/96	DAH		1.0
Tetrachloroethene	BDL	µg/L	07/25/96	DAH		1.0
1,1,1-trichloroethane	BDL	µg/L	07/25/96	DAH		1.0
1,1,2-trichloroethane	BDL	µg/L	07/25/96	DAH		1.0
Trichloroethene	19	µg/L	07/25/96	DAH		1.0
Benzene	BDL	µg/L	07/25/96	DAH		1.0
Ethyl Benzene	BDL	µg/L	07/25/96	DAH		1.0
Toluene	BDL	µg/L	07/25/96	DAH		1.0
Styrene	BDL	µg/L	07/25/96	DAH		1.0
Xylene Isomers	BDL	µg/L	07/25/96	DAH		1.0
Vinyl Chloride	BDL	µg/L	07/25/96	DAH	EPA 8260	1.0

BDL = Below Detection Limit
MDL = Method Detection Limit

Printed on Recycled Paper

ample ID: MW-7 Lab ID: 9607228-02 Collected: 07/24/96

TEST	RESULT	UNITS	ANALYZED	BY	METHOD	MDL
MDNR Scans 1&2					EPA 8260	
Bromodichloromethane	BDL	µg/L	07/25/96	DAH		1.0
Bromoform	BDL	µg/L	07/25/96	DAH		1.0
Carbon Tetrachloride	BDL	µg/L	07/25/96	DAH		1.0
Chlorobenzene	BDL	µg/L	07/25/96	DAH		1.0
Chlorodibromomethane	BDL	µg/L	07/25/96	DAH		1.0
Chloroform	BDL	µg/L	07/25/96	DAH		1.0
1,1-dichloroethane	BDL	µg/L	07/25/96	DAH		1.0
1,2-dichloroethane	BDL	µg/L	07/25/96	DAH		1.0
1,1-dichloroethene	BDL	µg/L	07/25/96	DAH		1.0
cis-1,2-dichloroethene	BDL	µg/L	07/25/96	DAH		1.0
trans-1,2-dichloroethene	BDL	µg/L	07/25/96	DAH		1.0
1,2-dichloropropane	BDL	µg/L	07/25/96	DAH		1.0
1,3-dichloropropene	BDL	µg/L	07/25/96	DAH		1.0
Methylene Chloride	BDL	µg/L	07/25/96	DAH		5.0
1,1,2,2-Tetrachloroethane	BDL	µg/L	07/25/96	DAH		1.0
Tetrachloroethene	BDL	µg/L	07/25/96	DAH		1.0
1,1,1-trichloroethane	2.3	µg/L	07/25/96	DAH		1.0
1,1,2-trichloroethane	BDL	µg/L	07/25/96	DAH		1.0
Trichloroethene	BDL	µg/L	07/25/96	DAH		1.0
Benzene	BDL	µg/L	07/25/96	DAH		1.0
Ethyl Benzene	BDL	µg/L	07/25/96	DAH		1.0
Toluene	BDL	µg/L	07/25/96	DAH		1.0
Styrene	BDL	µg/L	07/25/96	DAH		1.0
Xylene Isomers	BDL	µg/L	07/25/96	DAH		1.0
Vinyl Chloride	BDL	µg/L	07/25/96	DAH	EPA 8260	1.0

BDL = Below Detection Limit
MDL = Method Detection Limit

Printed on Recycled Paper

ımple ID: Trip Blank Lab ID: 9607228-03 Collected: 07/22/96

TEST	RESULT	UNITS	ANALYZED	BY	METHOD	MDL
MDNR Scans 1&2					EPA 8260	
Bromodichloromethane	BDL	µg/L	07/25/96	DAH		1.0
Bromoform	BDL	µg/L	07/25/96	DAH		1.0
Carbon Tetrachloride	BDL	µg/L	07/25/96	DAH		1.0
Chlorobenzene	BDL	µg/L	07/25/96	DAH		1.0
Chlorodibromomethane	BDL	µg/L	07/25/96	DAH		1.0
Chloroform	BDL	µg/L	07/25/96	DAH		1.0
1,1-dichloroethane	BDL	µg/L	07/25/96	DAH		1.0
1,2-dichloroethane	BDL	µg/L	07/25/96	DAH		1.0
1,1-dichloroethene	BDL	µg/L	07/25/96	DAH		1.0
cis-1,2-dichloroethene	BDL	µg/L	07/25/96	DAH		1.0
trans-1,2-dichloroethene	BDL	µg/L	07/25/96	DAH		1.0
1,2-dichloropropane	BDL	µg/L	07/25/96	DAH		1.0
1,3-dichloropropene	BDL	µg/L	07/25/96	DAH		1.0
Methylene Chloride	BDL	µg/L	07/25/96	DAH		5.0
1,1,2,2-Tetrachloroethane	BDL	µg/L	07/25/96	DAH		1.0
Tetrachloroethene	BDL	µg/L	07/25/96	DAH		1.0
1,1,1-trichloroethane	BDL	µg/L	07/25/96	DAH		1.0
1,1,2-trichloroethane	BDL	µg/L	07/25/96	DAH		1.0
Trichloroethene	BDL	µg/L	07/25/96	DAH		1.0
Benzene	BDL	µg/L	07/25/96	DAH		1.0
Ethyl Benzene	BDL	µg/L	07/25/96	DAH		1.0
Toluene	BDL	µg/L	07/25/96	DAH		1.0
Styrene	BDL	µg/L	07/25/96	DAH		1.0
Xylene Isomers	BDL	µg/L	07/25/96	DAH		1.0
Vinyl Chloride	BDL	µg/L	07/25/96	DAH	EPA 8260	1.0

BDL = Below Detection Limit
MDL = Method Detection Limit

Printed on Recycled Paper

WESTERN MICHIGAN
ENVIRONMENTAL SERVICES, INC.

3352 128th Avenue Holland, Michigan 49424-9263
Phone: 616-399-6070 FAX 616-399-6185

CLIENT SAMPLE -- CHAIN OF CUSTODY FORM

Project Name: Sturgis Iron & Metal /Elkhart (960142)

Name of Sampler: Chad Weber

ESI # 9607228	Date	Time	Sample Matrix	Sample ID	No. Cont.	Analyses Requested
-1	7-24-96	1310	GW	MW-6	3	Scan 1+2 + Vinyl Chloride
-2	"	1320	GW	MW-7	3	" "

Remarks: Samples transported on iced cooler, stored in Dell cooler overnight.

Samples Relinquished By:	Samples Transported By:	Samples Received By:
[signature]	[signature]	[signature]
Affiliation: Dell	Affiliation: Dell	Affiliation: WMESI
Date: 7-25-96 Time: 905	Date: 7-24-96 Time: 1700	Date: 7/25/96 Time: 0905

SAMPLE MATRIX CODES:

W = Water
GW = Groundwater
SW = Surface Water
WW = Wastewater
WST = Waste
S = Soil
O = Other

ATTACHMENT E

• EDR REPORT •

The EDR-Radius Map
with GeoCheck™

Former Godfrey Marine
1703 S. 13th Street
Elkhart, IN 46516

Inquiry Number: 126060.1s

July 15, 1996

Environmental
Data
Resources, Inc.

Creators of Toxicheck/®

The Source
For Environmental
Risk Management
Data

3530 Post Road
Southport, Connecticut 06490

Nationwide Customer Service

Telephone: 1-800-352-0050
Fax: 1-800-231-6802

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Government Records Searched / Data Currency Tracking Addendum	A3

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc. (EDR). The search met the specific requirements of ASTM Standard Practice for Environmental Site Assessments, E 1527-94, or custom distances requested by the user.

The address of the subject property for which the search was intended is:

1703 S. 13TH STREET
ELKHART, IN 46516

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the subject property or within the ASTM E 1527-94 search radius around the subject property for the following Databases:

NPL:	National Priority List
Delisted NPL:	NPL Deletions
RCRIS-TSD:	Resource Conservation and Recovery Information System
State Haz. Waste:	List of Hazardous Waste Response Sites Scored Using the Indiana Scoring Model
CERCLIS:	Comprehensive Environmental Response, Compensation, and Liability Information System
CERC-NFRAP:	Comprehensive Environmental Response, Compensation, and Liability Information System
CORRACTS:	Corrective Action Report
SWF/LF:	Permitted Solid Waste Facilities
RAATS:	RCRA Administrative Action Tracking System
RCRIS-LQG:	Resource Conservation and Recovery Information System
HMIRS:	Hazardous Materials Information Reporting System
PADS:	PCB Activity Database System
ERNS:	Emergency Response Notification System
FINDS:	Facility Index System
TRIS:	Toxic Chemical Release Inventory System
NPL Liens:	Federal Superfund Liens
TSCA:	Toxic Substances Control Act
MLTS:	Material Licensing Tracking System
RODS:	Records Of Decision
CONSENT:	Superfund (CERCLA) Consent Decrees
IN Spills:	Spills Incidents
Coal Gas:	Former Manufactured gas (Coal Gas) Sites.

Unmapped (orphan) sites are not considered in the foregoing analysis.

Search Results:

Search results for the subject property and the search radius, are listed below.

Subject Property:

The subject property was not listed in any of the databases searched by EDR.

EXECUTIVE SUMMARY

Surrounding Properties:

Sites with an elevation equal to or higher than the subject property are in the left hand column; those with a lower elevation are in the right hand column. Page numbers refer to the EDR Radius Map report where detailed data on individual sites may be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

LUST: N/A.

A review of the LUST list, as provided by EDR, and dated 07/01/1994 has revealed that there are 3 LUST sites within approximately 0 5 Miles of the subject property.

Equal/Higher Elevation	Page/Map ID	Lower Elevation	Page/Map ID
GANO PLYWOOD INC	*8/1*		
YODER MART	9/4		
MILITARY MAINTENANCE SHOP 12	9/5		

UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data comes from the Department of Environmental Management's Indiana Registered Underground Storage Tanks list.

A review of the UST list, as provided by EDR, and dated 10/10/1995 has revealed that there is 1 UST site within approximately 0 25 Miles of the subject property

Equal/Higher Elevation	Page/Map ID	Lower Elevation	Page/Map ID
GANO PLYWOOD INC	*8/1*		

RCRIS: The Resource Conservation and Recovery Act database includes selected information on sites that generate, store, treat, or dispose of hazardous waste as defined by the Act. The source of this database is the U.S. EPA.

A review of the RCRIS-SQG list, as provided by EDR, and dated 02/29/1996 has revealed that there are 2 RCRIS-SQG sites within approximately 0.25 Miles of the subject property.

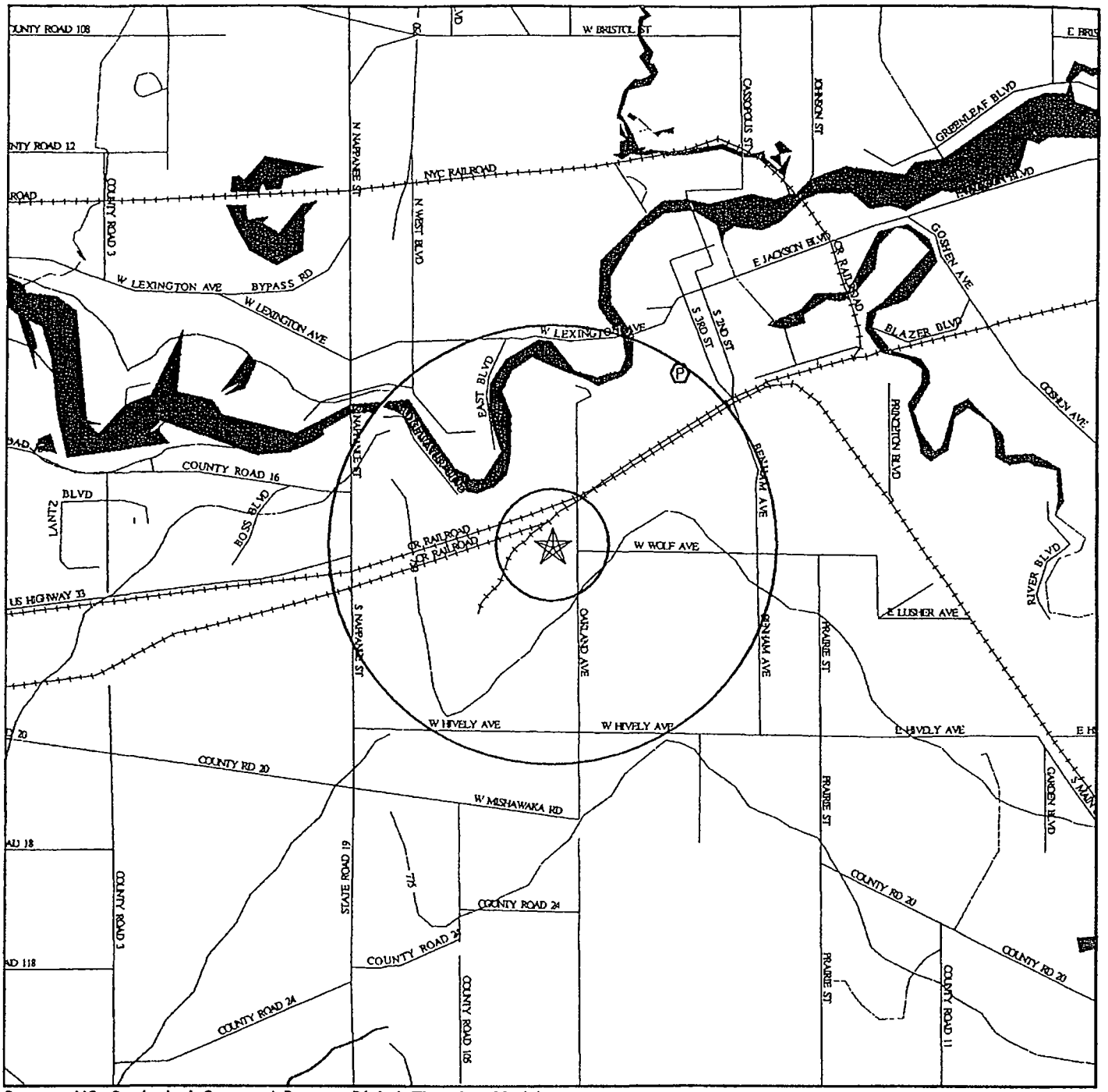
Equal/Higher Elevation	Page/Map ID	Lower Elevation	Page/Map ID
SELDOM REST BODY SHOP	8/A2		
SELDOM REST BODY SHOP	*9/A3*		

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped

Site Name	Database(s)
YODER OIL	RCRIS-SQG,FINDS,RCRIS-TSD CORRACTS,CERC-NFRAP,UST
HERMASEAL CO	RCRIS-LQG,RCRIS-TSD,CORRACTS
GEMEINHARDT	RCRIS-SQG,RCRIS-TSD
CTS CORP ELKHART PLASTICS DIV	FINDS,RCRIS-LQG,RCRIS-TSD CORRACTS,CERC-NFRAP
LUSHER AVENUE	State Haz. Waste
SYCAMORE STREET	CERCLIS,FINDS,State Haz. Waste
BELMONT-HURON STREETS	CERCLIS
WAGNER AVENUE SITE	CERCLIS,FINDS
LUSHER STREET GROUNDWATER CONTAMINATION	CERCLIS,FINDS
SUPERIOR STREET AREA	CERCLIS,FINDS
ELKHART SLUDGE FARM	CERCLIS,FINDS
NEW PARIS LF	SWF/LF
ELKHART COUNTY LF	SWF/LF
OAK RIDGE CEMETERY SFS	SWF/LF
SCHULT HOMES SFS	SWF/LF
EARTHMOVERS LANDFILL	SWF/LF
COUNTY ROAD 45 PIT C/D SITE	SWF/LF
ELKHART COUNTY LANDFILL (CR 7 LANDFILL)	SWF/LF
YODER SIX SPAN 76	LUST
AMERICAN TRAILER	LUST
UNITED UNIT # 6086	LUST
MDK OIL CO	LUST
CITY OF ELKHART	LUST
VARIOUS SITES	LUST
CONRAIL	LUST
VARIOUS SITES	LUST
MARATHON UNIT 2381	UST
JR FOOD MART/SIX SPAN	UST
INDIANA DEPT OF TRANSPORTATION	UST
BOCK INDUSTRIES INC	UST
DEL'S MARATHON SERVICE STATION	UST
FORMER SERVICE STATION	UST
PICKRELL'S FLORIST INC	UST
WYLAND MARINE	UST
GODFREY CONVEYOR CO INC	RCRIS-SQG,FINDS
S AND S BODY SHOP	RCRIS-SQG,FINDS
ELKHART PLATING CORP	RCRIS-LQG
GODFREY CONVEYOR CO INC	FINDS,RCRIS-LQG

TOPOGRAPHIC MAP - 126060.1s - Dell Engineering, Inc.



Source: US Geological Survey 1-Degree Digital Elevation Model
Compiled 09/15/92

0 1/4 1/2 1 2
Miles

- Major Roads
- Contour lines (25 foot interval unless otherwise shown)
- Waterways
- Earthquake epicenter, Richter 5 or greater.
- (F)(S) - Closest well according to (F)ederal or (S)tate database in quadrant.
- (P) - Closest public water supply well.

TARGET PROPERTY:	Former Godfrey Marine	CUSTOMER:	Dell Engineering, Inc.
ADDRESS:	1703 S. 13th Street	CONTACT:	Tom OConnell
CITY/STATE/ZIP:	Elkhart IN 46516	INQUIRY #:	126060.1s
LAT/LONG:	41.6711 / 85.9869	DATE:	July 15, 1996

GEOCHECK VERSION 2.1
SUMMARY

GEOLOGIC AGE IDENTIFICATION†

Geologic Code	M1
Era:	Paleozoic
System:	Mississippian
Series:	Osagean and Kinderhookian Series

ROCK STRATIGRAPHIC UNIT†

Category:	Stratified Sequence

GROUNDWATER FLOW INFORMATION

General Topographic Gradient.	General NW
General Hydrogeologic Gradient	no hydrogeologic data available.

Note· In a general way, the water table typically conforms to surface topography.‡

USGS TOPOGRAPHIC MAP ASSOCIATED WITH THIS SITE

Target Property:	2441085-F8 ELKHART, IN

FEDERAL DATABASE WELL INFORMATION

WELL QUADRANT	DISTANCE FROM TP	LITHOLOGY	DEPTH TO WATER TABLE
NO WELLS FOUND			

STATE DATABASE WELL INFORMATION

WELL QUADRANT	DISTANCE FROM TP
NO WELLS FOUND	

PUBLIC WATER SUPPLY SYSTEM INFORMATION (EPA-FRDS)

Searched by Nearest Well
NOTE: PWS System location is not always the same as well location.

PWS Name:	CHICKEN COOP OF INDIANA INC 2727 BENHAM AVE ELKHART, IN 46514
Location Relative to TP.	1/2 - 1 Mile North
Well currently has or has had major violation(s)·	No

AREA RADON INFORMATION

Zip Code. 46516

Number of sites tested: 9

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	1 650 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	5 156 pCi/L	56%	44%	0%

1 Source P G Schruben R E Arndt and W J Bawiec Geology of the Conterminous U S at 1 2 500 000 Scale A digital representation of the 1974 P B King and H M Beikman Map USGS Digital Data Series DDS 11 (1994)
2 U S EPA Ground Water Handbook Vol I Ground Water and Contamination Office of Research and development EPA/625/6 90/016a Chapter 4 page 78 September 1990

OVERVIEW MAP - 126060.1s - Dell Engineering, Inc.

★ - Indicates TARGET PROPERTY.

▲ - Indicates sites at elevations higher than or equal to the target property.

◆ - Indicates sites at elevations lower than the target property.

- Coal Gasification Sites (if requested)

- National Priority List Sites

0 1/4 1/2 1
Miles

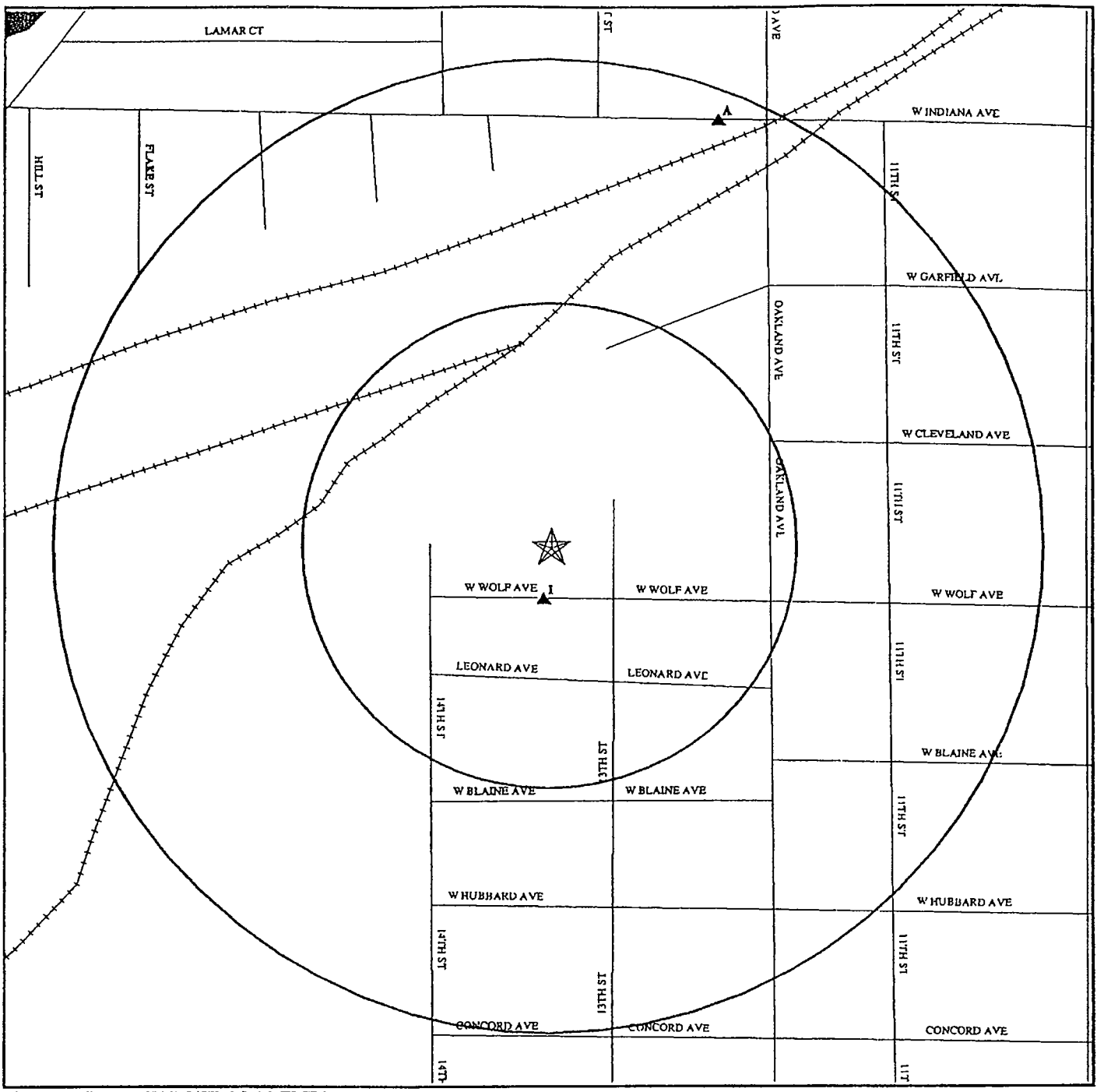
N

- Power transmission lines (USGS DLG, 1993)

- Oil & Gas pipelines (USGS DLG, 1993)

TARGET PROPERTY:	Former Godfrey Marine	CUSTOMER:	Dell Engineering, Inc.
ADDRESS:	1703 S. 13th Street	CONTACT:	Tom OConnell
CITY/STATE/ZIP:	Elkhart IN 46516	INQUIRY #:	126060.1s
LAT/LONG:	41.6711 / 85.9869	DATE:	July 15, 1996

DETAIL MAP - 126060.1s - Dell Engineering, Inc.



★ - Indicates TARGET PROPERTY.

▲ - Indicates sites at elevations higher than or equal to the target property.

◆ - Indicates sites at elevations lower than the target property.

- Coal Gasification Sites (if requested)

- Sensitive Receptors

- National Priority List Sites

0 1/8 1/4

Miles

- Power transmission lines (USGS DLG, 1993)

- Oil & Gas pipelines (USGS DLG, 1993)

TARGET PROPERTY:	Former Godfrey Marine	CUSTOMER:	Dell Engineering, Inc.
ADDRESS:	1703 S. 13th Street	CONTACT:	Tom OConnell
CITY/STATE/ZIP:	Elkhart IN 46516	INQUIRY #:	126060.1s
LAT/LONG:	41.6711 / 85.9869	DATE:	July 15, 1996

MAP FINDINGS SUMMARY SHOWING ALL SITES

Database	Target Property	Search Distance (Miles)	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
NPL		1.000	0	0	0	0	NR	0
Delisted NPL		TP	NR	NR	NR	NR	NR	0
RCRIS-TSD		1.000	0	0	0	0	NR	0
State Haz. Waste		1.000	0	0	0	0	NR	0
CERCLIS		0 500	0	0	0	NR	NR	0
CERC-NFRAP		TP	NR	NR	NR	NR	NR	0
CORRACTS		1.000	0	0	0	0	NR	0
State Landfill		0.500	0	0	0	NR	NR	0
LUST		0.500	1	0	2	NR	NR	3
UST		0.250	1	0	NR	NR	NR	1
RAATS		TP	NR	NR	NR	NR	NR	0
RCRIS Sm. Quan. Gen		0.250	0	2	NR	NR	NR	2
RCRIS Lg Quan. Gen.		0.250	0	0	NR	NR	NR	0
HMIRS		TP	NR	NR	NR	NR	NR	0
PADS		TP	NR	NR	NR	NR	NR	0
ERNS		TP	NR	NR	NR	NR	NR	0
FINDS		TP	NR	NR	NR	NR	NR	0
TRIS		TP	NR	NR	NR	NR	NR	0
NPL Liens		TP	NR	NR	NR	NR	NR	0
TSCA		TP	NR	NR	NR	NR	NR	0
MLTS		TP	NR	NR	NR	NR	NR	0
IN Spills		TP	NR	NR	NR	NR	NR	0
ROD		1.000	0	0	0	0	NR	0
CONSENT		1.000	0	0	0	0	NR	0
Coal Gas		1.000	0	0	0	0	NR	0

TP = Target Property

NR = Not Requested at this Search Distance

* Sites may be listed in more than one database

MAP FINDINGS SUMMARY SHOWING ONLY SITES HIGHER THAN OR THE SAME ELEVATION AS TP

Database	Target Property	Search Distance (Miles)	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
NPL		1.000	0	0	0	0	NR	0
Delisted NPL		TP	NR	NR	NR	NR	NR	0
RCRIS-TSD		1.000	0	0	0	0	NR	0
State Haz Waste		1.000	0	0	0	0	NR	0
CERCLIS		0.500	0	0	0	NR	NR	0
CERC-NFRAP		TP	NR	NR	NR	NR	NR	0
CORRACTS		1.000	0	0	0	0	NR	0
State Landfill		0.500	0	0	0	NR	NR	0
LUST		0.500	1	0	2	NR	NR	3
UST		0.250	1	0	NR	NR	NR	1
RAATS		TP	NR	NR	NR	NR	NR	0
RCRIS Sm. Quan. Gen.		0.250	0	2	NR	NR	NR	2
RCRIS Lg Quan Gen		0.250	0	0	NR	NR	NR	0
HMIRS		TP	NR	NR	NR	NR	NR	0
PADS		TP	NR	NR	NR	NR	NR	0
ERNS		TP	NR	NR	NR	NR	NR	0
FINDS		TP	NR	NR	NR	NR	NR	0
TRIS		TP	NR	NR	NR	NR	NR	0
NPL Liens		TP	NR	NR	NR	NR	NR	0
TSCA		TP	NR	NR	NR	NR	NR	0
MLTS		TP	NR	NR	NR	NR	NR	0
IN Spills		TP	NR	NR	NR	NR	NR	0
ROD		1 000	0	0	0	0	NR	0
CONSENT		1.000	0	0	0	0	NR	0
Coal Gas		1.000	0	0	0	0	NR	0

TP = Target Property

NR = Not Requested at this Search Distance

* Sites may be listed in more than one database

Map ID Direction Distance Elevation	Site	Database(s)	EDR ID Number EPA ID Number

Coal Gas Site Search: No site was found in a search of Real Property Scan's ENVIROHAZ database.

---

1 South < 1/8 Higher	GANO PLYWOOD INC 1334 W WOLF AVE ELKHART, IN 46516	FINDS UST LUST	1000762618 IND985098615

Other Pertinent Environmental Activity Identified at Site
facility regulated by state environmental programs

LUST.

Facility ID.	002305	Site No ·	9008582
Responsible Staff.	XXX	Priority.	Low

UST

Facility ID.	002305	Total Tanks:	00
Form Status·	COMPLETE	Tank Number	01
Facility Contact:	MERV LUNG	Tank Status·	Perm Out of Use
Contact Tel ·	Not reported	Year Installed.	1975
Owner Name.	GANO PLYWOOD INC	Age	99
Owner Address:	1334 W WOLF AVENUE	Capacity	00550
City, State, Zip·	ELKHART, IN 46516	Material·	STEEL
Owner Tel	219-295-7136	Internal Prot :	CATHODIC PROT.
Owner Type	CURRENT	External Prot..	CATHODIC PROT
Owner Descr.:	PRIVATE/CORP.	Piping·	BARE STEEL
Invoice Date:	01-DEC-89	Piping Method.	Not Reported
Entry Date·	Not reported	Empty	YES
User ID.	Not reported	Substance:	GASOLINE
Revise Date	Not reported	Other Petroleum.	Not reported
Install Date:	Not reported	Haz Subst Descr.:	Not reported
Closure Date:	Not reported	Last Used·	01/90
Closure Status	Not Defined	Substance Removal.	00000
Last Used Date:	01-JAN-90		
Tank Features	NONE		

Facility ID.	002305	Total Tanks	00
Form Status:	COMPLETE	Tank Number·	02
Facility Contact:	MERV LUNG	Tank Status	Perm Out of Use
Contact Tel..	Not reported	Year Installed·	1975
Owner Name:	GANO PLYWOOD INC.	Age:	99
Owner Address:	1334 W. WOLF AVENUE	Capacity	01000
City, State, Zip	ELKHART, IN 46516	Material·	STEEL
Owner Tel.:	219-295-7136	Internal Prot.	CATHODIC PROT
Owner Type·	CURRENT	External Prot :	CATHODIC PROT.
Owner Descr.:	PRIVATE/CORP.	Piping:	BARE STEEL
Invoice Date.	01-DEC-89	Piping Method:	Not Reported
Entry Date·	Not reported	Empty	YES
User ID.	Not reported	Substance:	GASOLINE
Revise Date:	Not reported	Other Petroleum:	Not reported
Install Date:	Not reported	Haz Subst. Descr ·	Not reported
Closure Date.	Not reported	Last Used	01/90
Closure Status	Not Defined	Substance Removal.	00000
Last Used Date:	01-JAN-90		
Tank Features·	NONE		

A2 NNE 1/8-1/4 Higher	SELDOM REST BODY SHOP 1317 W INDIANA AVE ELKHART, IN 46516	RCRIS-SQG	1000464300 IND025012329

Map ID Direction Distance Elevation	Site	Database(s)	EDR ID Number EPA ID Number

SELDOM REST BODY SHOP (Continued) 1000464300

There are 1 compliance/violation record(s) reported at this site

Evaluation	Date	Violations
OTHER EVALUATION	01-APR-86	YES

A3 NNE 1/8-1/4 Higher

SELDOM REST BODY SHOP
1317 W INDIANA AVE
ELKHART, IN 46515

RCRIS-SQG 1000124161
FINDS IND981779473

RCRIS.
Owner HAKES PHILIP M
(312) 555-1212

Contact: CONSTANCE MAHAN
(214) 647-4111

Waste	Quantity	Info Source	Waste	Quantity	Info Source
D001	00000 (N)	Notification	F005	00000 (N)	Notification

(P) = Pounds , (K) = Kilograms , (M) = Metric Tons , (T) = Tons , (N) = Not Reported

Other Pertinent Environmental Activity Identified at Site:
hazardous waste generator, transporter, treatment, storage or disposal facility (TSDFS)

---

4 NW 1/4-1/2 Higher

YODER MART
1589 W FRANKLIN ST
ELKHART, IN 46516

LUST S101138709
N/A

LUST:
Facility ID: 009068 Site No 8912516
Responsible Staff: XXX Priority: Medium

---

5 SSE 1/4-1/2 Higher

MILITARY MAINTENANCE SHOP 12
2313 OAKLAND AVE
ELKHART, IN 46517

LUST S101138726
N/A

LUST
Facility ID. 012022 Site No.: 9009589
Responsible Staff XXX Priority. Low

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)	Facility ID
ELKHART	S100024742	LUSHER AVENUE			SHWS	
ELKHART	1000149914	SYCAMORE STREET	108, 116 & 117	46514	CERCLIS, FINDS, SHWS	
ELKHART	U000186830	MARATHON UNIT 2381	22013 SR 120 & CR 17	46516	UST	005453
ELKHART	U001444341	JR FOOD MART/SIX SPAN	21870 SR 120	46516	UST	000052
ELKHART	S101138762	YODER SIX SPAN 76	21870 S R 120		LUST	
ELKHART	1000921810	ELKHART PLATING CORP	1913 S 14TH ST	46516	RCRIS-LQG	
ELKHART	1000979201	GODFREY CONVEYOR CO INC	430 CR 15	46516	RCRIS-SQG, FINDS	
ELKHART	U000194458	INDIANA DEPT OF TRANSPORTATION	51438 SR 19	46516	UST	017343
ELKHART	U001076960	BOCK INDUSTRIES INC	57540 SR 19 S	46516	UST	002479
ELKHART	S101138752	AMERICAN TRAILER	HIGHWAY 19 NORTH		LUST	
ELKHART	S101138763	UNITED UNIT # 6086	57766 S R. 19		LUST	
ELKHART	U002178595	DEL'S MARATHON SERVICE STATION	SR 19 & CR 6		UST	
ELKHART	S101138707	MDK OIL CO	51451 SR 19N		LUST	
ELKHART	1000996422	BELMONT-HURON STREETS	BELMONT & HURON	46516	CERCLIS	
ELKHART	S101138738	CITY OF ELKHART	BENHAM / MARTIN KING		LUST	
ELKHART	U002178649	FORMER SERVICE STATION	NW CORNER INDIANA & BENHAM AVE		UST	
ELKHART	1000707312	WAGNER AVENUE SITE	NW CORNER OF WAGNER & SIXTH STREET	46516	CERCLIS, FINDS	
ELKHART	S101138755	VARIOUS SITES	W FRANKLIN / INDIANA		LUST	
ELKHART	U001079341	PICKRELL'S FLORIST INC	30803 US HIGHWAY 33	46516	UST	016890
ELKHART	U000188024	WYLAND MARINE	13100 E JEFFERSON	46516	UST	010687
ELKHART	1000210976	YODER OIL	1125 KENT STREET	46514	RCRIS-SQG, FINDS, RCRIS-TSD, CORRACTS CERC-NFRAP, UST	015322
ELKHART	1000464810	S AND S BODY SHOP	500 DR KING DR	46516	RCRIS-SQG, FINDS	
ELKHART	1000841365	HERMASEAL CO	1101 LAFAYETTE ST	46514	RCRIS-LQG, RCRIS-TSD, CORRACT:	
ELKHART	1000240589	LUSHER STREET GROUNDWATER CONTAMINATION	LUSHER STREET	46516	CERCLIS, FINDS	
ELKHART	S101138744	CONRAIL	N LUSHER ST		LUST	
ELKHART	S101138754	VARIOUS SITES	OAKLAND AVE		LUST	
ELKHART	1000215629	SUPERIOR STREET AREA	N OF PENN CENTRAL RR & W OF RIVERVIEW	46516	CERCLIS, FINDS	
ELKHART	1000230569	GODFREY CONVEYOR CO INC	720 CO RD 15	46516	FINDS, RCRIS-LQG	
ELKHART	1000239911	ELKHART SLUDGE FARM	CO RD 3	46514	CERCLIS, FINDS	
ELKHART	1000703841	GEMEINHARDT	57882 STATE RD 19S	46517	RCRIS-SQG, RCRIS-TSD	
ELKHART	1000109016	CTS CORP ELKHART PLASTICS DIV	900 NORTH WEST BLVD	46514	FINDS, RCRIS-LQG, RCRIS-TSD, CORRACTS, CERC-NFRAP	
ELKHART COUNTY	S100343243	NEW PARIS LF			SWF/LF	
ELKHART COUNTY	S100521542	ELKHART COUNTY LF			SWF/LF	
ELKHART COUNTY	S100521543	OAK RIDGE CEMETERY SFS			SWF/LF	
ELKHART COUNTY	S100521544	SCHULT HOMES SFS			SWF/LF	
ELKHART COUNTY	S101429605	EARTHMOVERS LANDFILL	CR 26, 1/2 MILE EAST OF CR 7		SWF/LF	
ELKHART COUNTY	S101429606	COUNTY ROAD 45 PIT C/D SITE	24399 CR 45, NEAR TOWN OF DUNLAP		SWF/LF	
ELKHART COUNTY	S101273025	ELKHART COUNTY LANDFILL (CR 7 LANDFILL)	CR 7, 1 1/2 MILES SOUTH OF CR 20, 59530		SWF/LF	

GEOCHECK VERSION 2.1
PUBLIC WATER SUPPLY SYSTEM INFORMATION

Searched by Nearest Well.

PWS SUMMARY:

PWS ID.	IN2200349	PWS Status:	Active	Distance from TP	1/2 - 1 Mile
Date Initiated:	March / 1981	Date Deactivated	Not Reported	Dir relative to TP:	North
PWS Name.	CHICKEN COOP OF INDIANA INC 2727 BENHAM AVE ELKHART, IN 46514				

Addressee / Facility Type:	Not Reported		
Facility Name:	Not Reported		
Facility Latitude:	41 40 54	Facility Longitude:	085 58 36
City Served:	ELKHART		
Treatment Class:	Untreated	Population Served:	501 - 1,000 Persons

Well currently has or has had major violation(s): No

EPA Waste Codes Addendum

Code	Description
D001	IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE
F005	THE FOLLOWING SPENT NON-HALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE, ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NON-HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Elapsed ASTM days: Provides confirmation that this EDR report meets or exceeds the 90-day updating requirement of the ASTM standard

FEDERAL ASTM RECORDS:

CERCLIS: Comprehensive Environmental Response, Compensation, and Liability Information System
Source. EPA/NTIS
Telephone. 703-603-8904
CERCLIS CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version 03/31/96
Date Made Active at EDR 06/03/96
Database Release Frequency: Monthly
Date of Data Arrival at EDR. 04/23/96
Elapsed ASTM days· 41
Date of Last EDR Contact 06/25/96

ERNS: Emergency Response Notification System
Source EPA/NTIS
Telephone. 202-260-2342
ERNS· Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 12/31/95
Date Made Active at EDR. 02/19/96
Database Release Frequency: Quarterly
Date of Data Arrival at EDR. 01/26/96
Elapsed ASTM days: 24
Date of Last EDR Contact· 06/25/96

NPL: National Priority List
Source· EPA
Telephone· 703-603-8852
NPL: National Priorities List (Superfund) The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program NPL sites may encompass relatively large areas As such, it is EDR's policy to plot NPL sites greater than approximately 500 acres in size as areas (polygons) Sites smaller in size are point-geocoded at the site's address

Date of Government Version: 09/01/95
Date Made Active at EDR: 10/25/95
Database Release Frequency. Semi-Annually
Date of Data Arrival at EDR· 10/17/95
Elapsed ASTM days 8
Date of Last EDR Contact: 06/19/96

RCRIS. Resource Conservation and Recovery Information System
Source. EPA/NTIS
Telephone: 703-308-7907
RCRIS. Resource Conservation and Recovery Information System RCRIS includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA)

Date of Government Version: 02/29/96
Date Made Active at EDR: 05/09/96
Database Release Frequency· Semi-Annually
Date of Data Arrival at EDR 03/18/96
Elapsed ASTM days· 52
Date of Last EDR Contact: 06/05/96

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FEDERAL NON-ASTM RECORDS:

CONSENT: Superfund (CERCLA) Consent Decrees
Source EPA Regional Offices
Telephone Varies
Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites Released periodically by United States District Courts after settlement by parties to litigation matters

Date of Government Version: Varies
Database Release Frequency Varies
Date of Last EDR Contact N/A
Date of Next Scheduled EDR Contact 09/01/95

CORRACTS: Corrective Action Report
Source· EPA
Telephone· 703-308-7907
CORRACTS: CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 04/10/95
Database Release Frequency: Semi-Annually
Date of Last EDR Contact· 06/19/96
Date of Next Scheduled EDR Contact· 09/16/96

FINDS: Facility Index System
Source: EPA/NTIS
Telephone. 800-908-2493
FINDS: Facility Index System FINDS contains both facility information and "pointers" to other sources that contain more detail. These include: RCRIS, PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), FATES (FIFRA [Federal Insecticide Fungicide Rodenticide Act] and TSCA Enforcement System, FTTS [FIFRA/TSCA Tracking System]), CERCLIS, DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), FRDS (Federal Reporting Data System), SIA (Surface Impoundments), CICIS (TSCA Chemicals in Commerce Information System), PADS, RCRA-J (medical waste transporters/disposers), TRIS and TSCA.

Date of Government Version. 09/30/95
Database Release Frequency Quarterly
Date of Last EDR Contact. 06/05/96
Date of Next Scheduled EDR Contact 10/07/96

HMIRS: Hazardous Materials Information Reporting System
Source. U.S Department of Transportation
Telephone. 202-366-4555
HMIRS. Hazardous Materials Incident Report System HMIRS contains hazardous material spill incidents reported to DOT

Date of Government Version 12/31/95
Database Release Frequency Annually
Date of Last EDR Contact. 04/29/96
Date of Next Scheduled EDR Contact: 07/29/96

MLTS: Material Licensing Tracking System
Source· Nuclear Regulatory Commission
Telephone 301-415-7169
MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version· 02/13/96
Database Release Frequency Quarterly
Date of Last EDR Contact· 04/15/96
Date of Next Scheduled EDR Contact. 07/15/96

NPL LIENS: Federal Superfund Liens
Source: EPA
Telephone· 205-564-4267
NPL LIENS: Federal Superfund Liens. Under the authority granted the USEPA by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner receives notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens

Date of Government Version· 10/15/91
Database Release Frequency No Update Planned
Date of Last EDR Contact. 06/25/96
Date of Next Scheduled EDR Contact 08/26/96

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

PADS: PCB Activity Database System
Source: EPA
Telephone. 202-260-3992
PADS PCB Activity Database PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities

Date of Government Version. 10/14/94
Database Release Frequency: Semi-Annually
Date of Last EDR Contact: 05/20/96
Date of Next Scheduled EDR Contact. 08/19/96

RAATS: RCRA Administrative Action Tracking System
Source: EPA
Telephone 202-564-4104
RAATS: RCRA Administration Action Tracking System RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA

Date of Government Version: 04/17/95
Database Release Frequency: Semi-Annually
Date of Last EDR Contact 06/19/96
Date of Next Scheduled EDR Contact: 09/16/96

ROD: Records Of Decision
Source. NTIS
Telephone 703-416-0703
Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version 03/31/95
Database Release Frequency: No Update Planned
Date of Last EDR Contact: 06/07/96
Date of Next Scheduled EDR Contact 09/02/96

TRIS: Toxic Chemical Release Inventory System
Source: EPA/NTIS
Telephone 202-260-2320
TRIS: Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/92
Database Release Frequency Annually
Date of Last EDR Contact 07/08/96
Date of Next Scheduled EDR Contact: 09/30/96

TSCA: Toxic Substances Control Act
Source. EPA/NTIS
Telephone 202-260-1444
TSCA: Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list It includes data on the production volume of these substances by plant site USEPA has no current plan to update and/or re-issue this database

Date of Government Version: 01/31/95
Database Release Frequency: Annually
Date of Last EDR Contact: 06/21/96
Date of Next Scheduled EDR Contact 09/16/96

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

STATE OF INDIANA ASTM RECORDS:

LUST: Lust List
Source. Department of Environmental Management
Telephone 317-233-6366
LUST· Leaking Underground Storage Tank Incident Reports LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version. 07/01/94
Date Made Active at EDR 12/23/94
Database Release Frequency Annually
Date of Data Arrival at EDR 10/01/94
Elapsed ASTM days. 83
Date of Last EDR Contact 06/28/96

SHWS: List of Hazardous Waste Response Sites Scored Using the Indiana Scoring Model
Source: Department of Environmental Management
Telephone: 317-308-3052
SHWS· State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS These sites may or may not already be listed on the federal CERCLIS list Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state

Date of Government Version 12/10/95
Date Made Active at EDR· 01/24/96
Database Release Frequency: Annually
Date of Data Arrival at EDR· 01/23/96
Elapsed ASTM days: 1
Date of Last EDR Contact· 04/12/96

SWF/LF: Permitted Solid Waste Facilities
Source: Department of Environmental Management
Telephone 317-232-4445
SWF/LF: Solid Waste Facilities/Landfill Sites SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Section 2004 criteria for solid waste landfills or disposal sites

Date of Government Version· 01/08/96
Date Made Active at EDR· 02/27/96
Database Release Frequency. Semi-Annually
Date of Data Arrival at EDR· 01/26/96
Elapsed ASTM days· 32
Date of Last EDR Contact· 07/01/96

UST: Indiana Registered Underground Storage Tanks
Source: Department of Environmental Management
Telephone· 317-233-6400
UST: Registered Underground Storage Tanks UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program

Date of Government Version: 10/10/95
Date Made Active at EDR: 11/20/95
Database Release Frequency: Quarterly
Date of Data Arrival at EDR: 10/17/95
Elapsed ASTM days 34
Date of Last EDR Contact. 06/28/96

STATE OF INDIANA NON-ASTM RECORDS:

SPILLS: Spills Incidents
Source· Department of Environmental Management
Telephone: 317-233-6413

Date of Government Version· 09/16/95
Database Release Frequency Semi-Annually
Date of Last EDR Contact· 06/17/96
Date of Next Scheduled EDR Contact. 09/16/96

Historical and Other Database(s)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report

Former Manufactured Gas (Coal Gas) Sites: The existence and location of Coal Gas sites is provided exclusively to EDR by Real Property Scan, Inc \251Copyright 1993 Real Property Scan, Inc For a technical description of the types of hazards which may be found at such sites, contact your EDR customer service representative.

Disclaimer Provided by Real Property Scan, Inc.

The information contained in this report has predominantly been obtained from publicly available sources produced by entities other than Real Property Scan While reasonable steps have been taken to insure the accuracy of this report, Real Property Scan does not guarantee the accuracy of this report Any liability on the part of Real Property Scan is strictly limited to a refund of the amount paid No claim is made for the actual existence of toxins at any site This report does not constitute a legal opinion.

DELISTED NPL: Delisted NPL Sites
Source. EPA
Telephone· 703-603-8769
DELISTED NPL: The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL In accordance with 40 CFR 300 425 (e), sites may be deleted from the NPL where no further response is appropriate.

NFRAP: No Further Remedial Action Planned
Source. EPA/NTIS
Telephone. 703-416-0702
NFRAP: As of February 1995, CERCLIS sites designated "No Further Remedial Action Planned" (NFRAP) have been removed from CERCLIS NFRAP sites may be sites where, following an initial investigation, no contamination was found, contamination was removed quickly without the need for the site to be placed on the NPL, or the contamination was not serious enough to require Federal Superfund action or NPL consideration. EPA has removed approximately 25,000 NFRAP sites to lift the unintended barriers to the redevelopment of these properties and has archived them as historical records so EPA does not needlessly repeat the investigations in the future This policy change is part of the EPA's Brownfields Redevelopment Program to help cities, states, private investors and affected citizens to promote economic redevelopment of unproductive urban sites.

FRDS: Federal Reporting Data System
Source: EPA/Office of Drinking Water
Telephone. 202-260-2805
FRDS provides information regarding public water supplies and their compliance with monitoring requirements, maximum contaminant levels (MCL's), and other requirements of the Safe Drinking Water Act of 1986

Area Radon Information: The National Radon Database has been developed by the U S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions

Oil/Gas Pipelines/Electrical Transmission Lines: This data was obtained by EDR from the USGS in 1994 It is referred to by USGS as GeoData Digital Line Graphs from 1 100,000-Scale Maps It was extracted from the transportation category including some oil, but primarily gas pipelines and electrical transmission lines.

Sensitive Receptors: There are individuals who, due to their fragile immune systems, are deemed to be especially sensitive to environmental discharges These typically include the elderly, the sick, and children. While the exact location of these sensitive receptors cannot be determined, EDR indicates those facilities, such as schools, hospitals, day care centers, and nursing homes, where sensitive receptors are likely to be located

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

USGS Water Wells: In November 1971 the United States Geological Survey (USGS) implemented a national water resource information tracking system. This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on more than 900,000 wells, springs, and other sources of groundwater.

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 1994 from the Federal Emergency Management Agency (FEMA) Data depicts 100-year and 500-year flood zones as defined by FEMA.

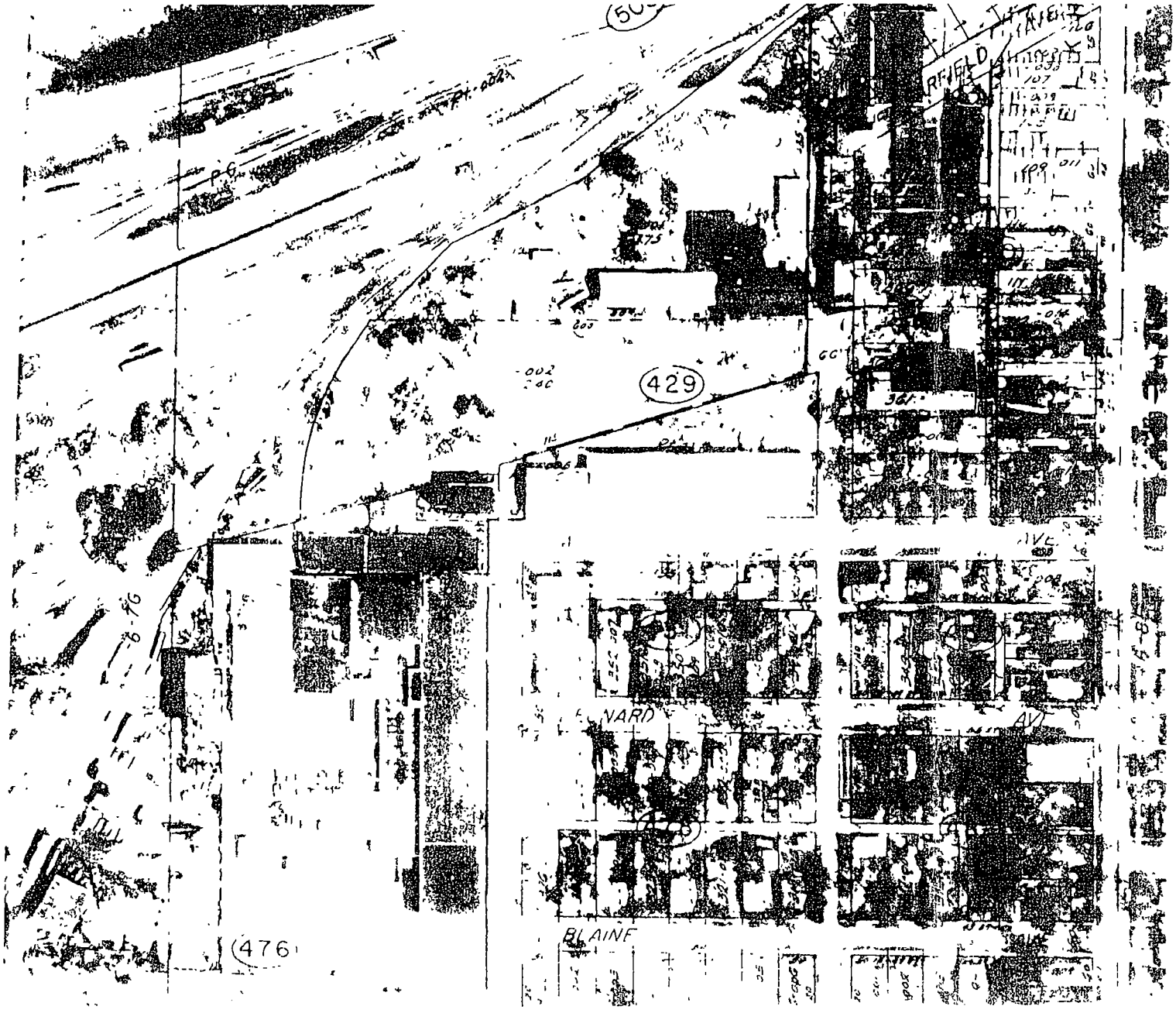
Epicenters: World earthquake epicenters, Richter 5 or greater
Source. Department of Commerce, National Oceanic and Atmospheric Administration

Water Dams: National Inventory of Dams
Source. Federal Emergency Management Agency
Telephone 202-646-2801
WATER DAMS: National computer database of more than 74,000 dams maintained by the Federal Emergency Management Agency.

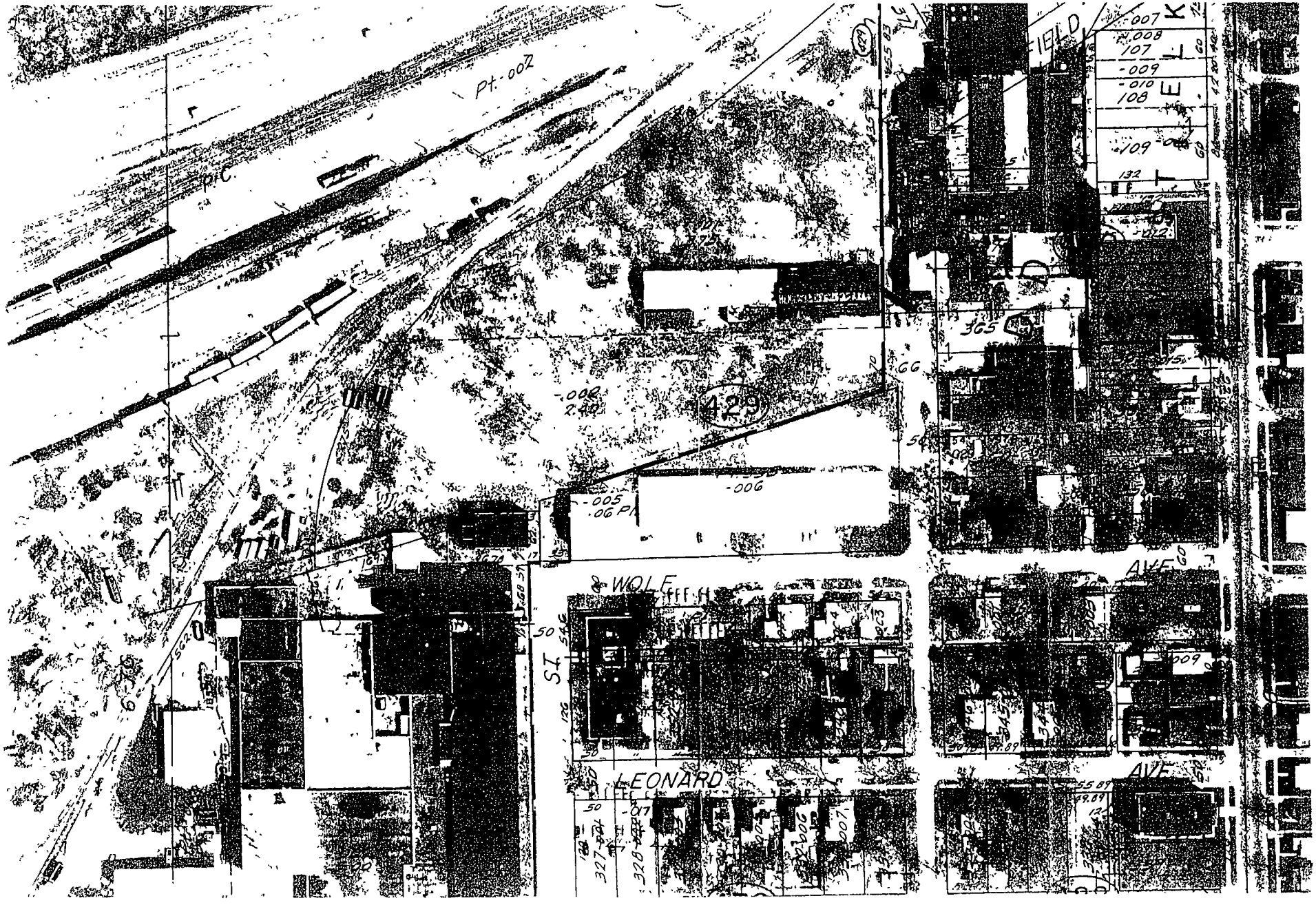
Community and Non-Community Wells
Source· Department of Environmental Management
Telephone. 317-323-4166

ATTACHMENT F

• AERIAL PHOTOGRAPHS •



1977


Pt. 002
PIC
429
WOLF
ST
LEONARD
AVE
AVE
FIELD
K
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L
T
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-009
-010
108
.109
132
365
-006
-005
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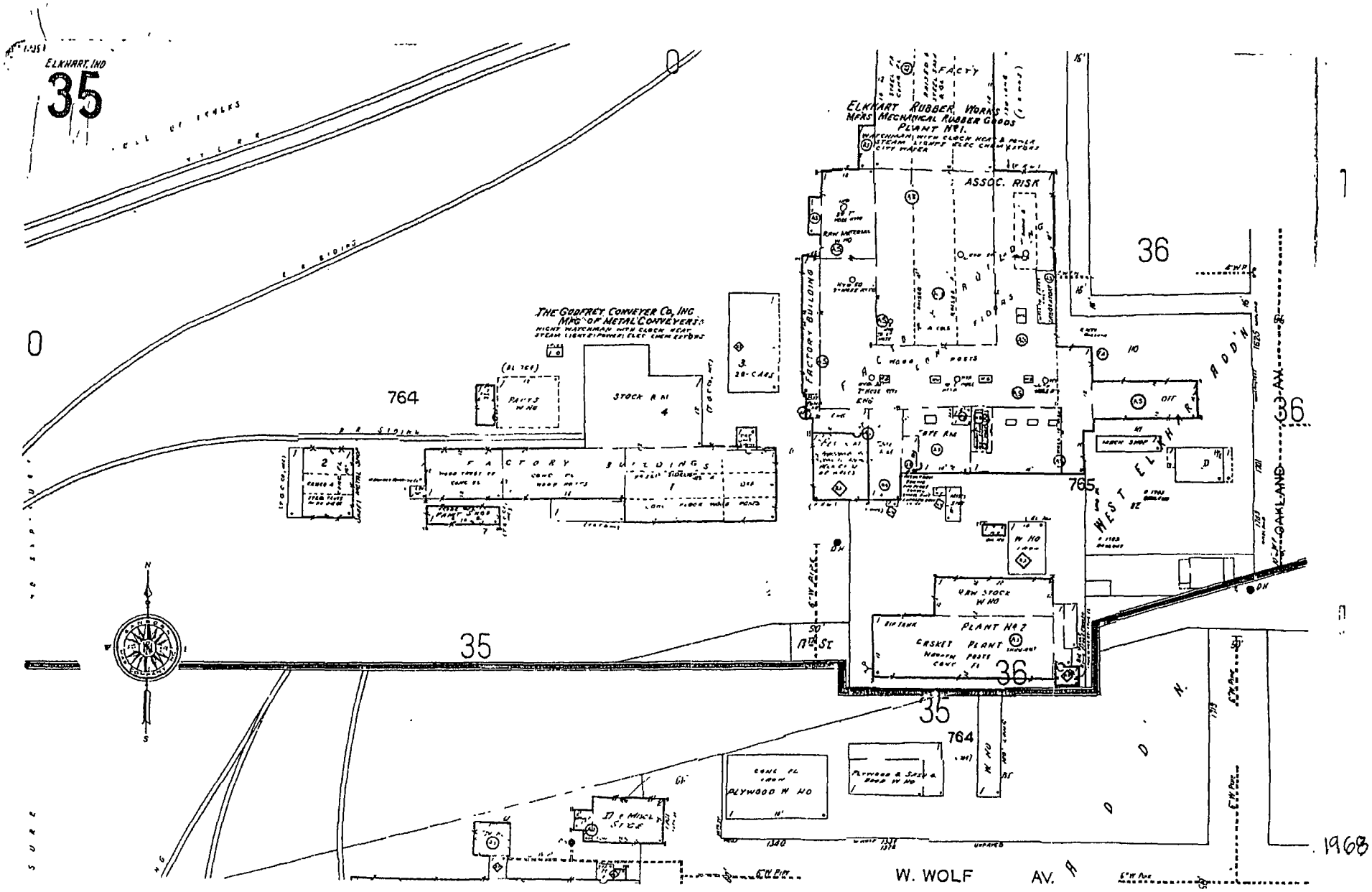
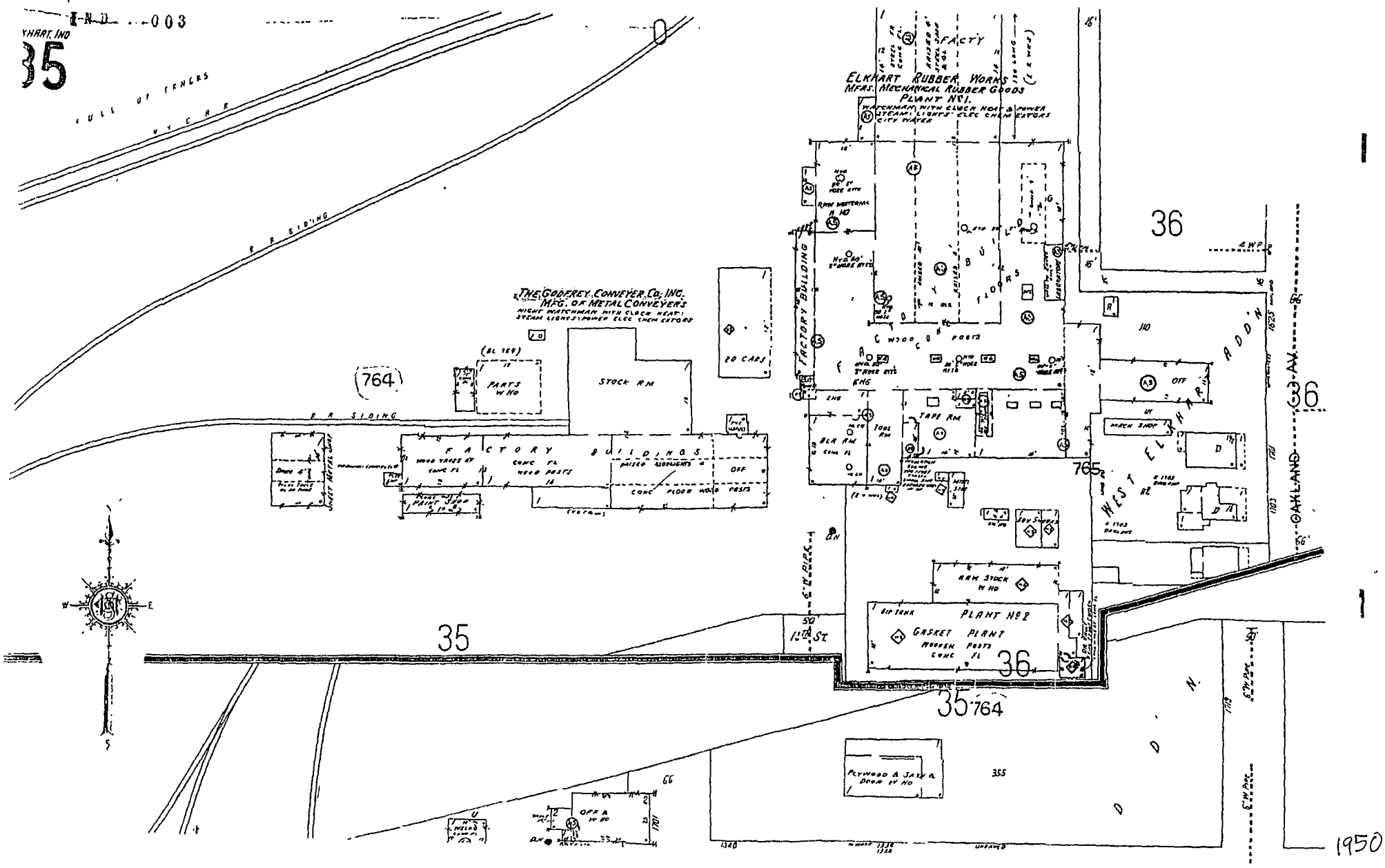
-006
2.40
50
70
60
327
328
345
346
1993

ATTACHMENT G

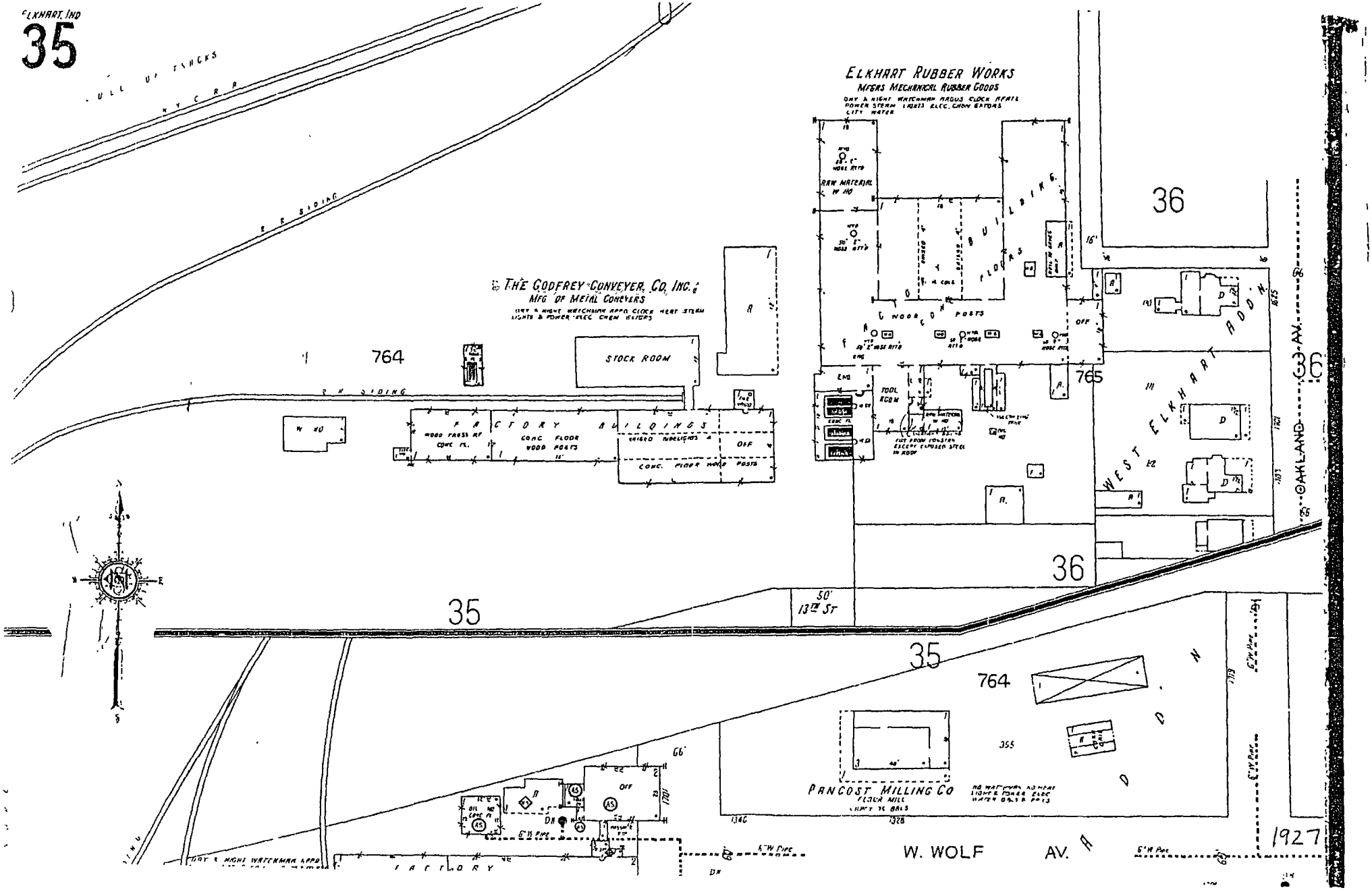
• SANBORN MAPS •

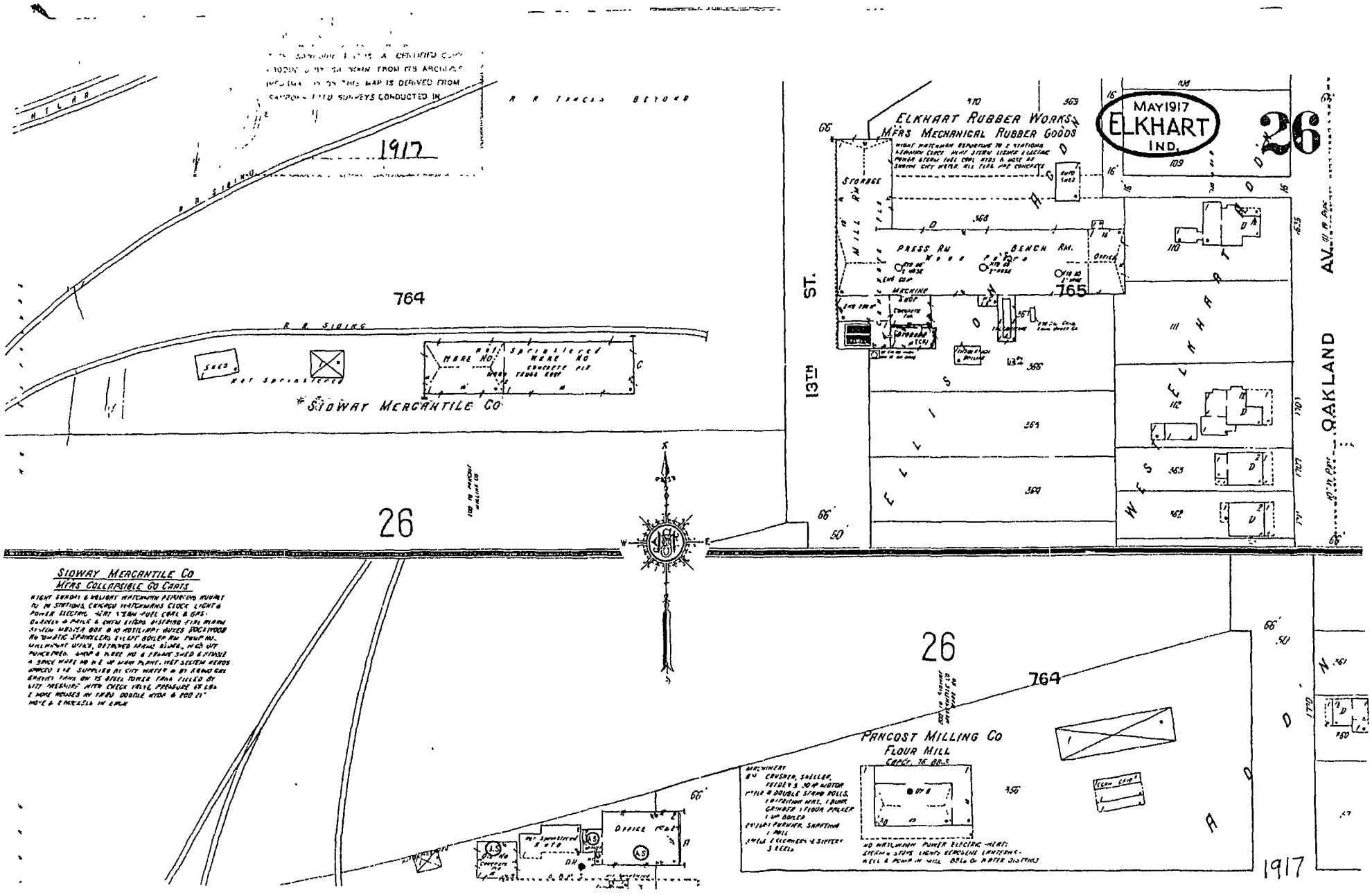

ELKHART, IND
35
ELKHART RUBBER WORKS
MFRS. MECHANICAL RUBBER GOODS
PLANT NO. 1.
ASSOC. RISK
THE GODFREY CONVEYER CO., INC
MFG. OF METAL CONVEYERS
764
STOCK RM 4
FACTORY BUILDINGS
FACTORY BUILDING
36
765
WEST ELKHART ADDN
OAKLAND AV.
PLANT NO 2
CASKET PLANT
35
764
PLYWOOD W HO
W. WOLF AV.
1968

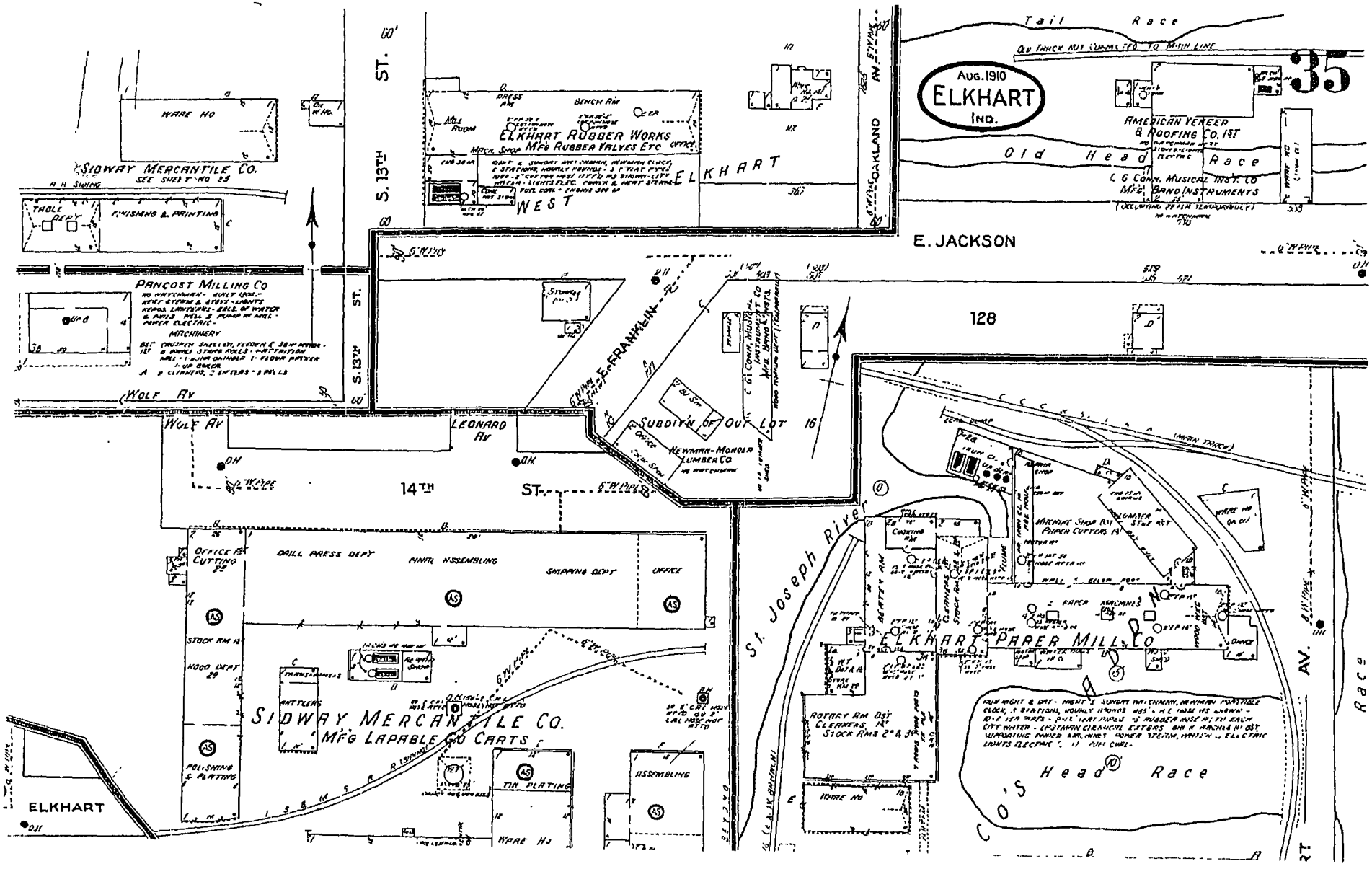

ELKHART RUBBER WORKS
MFRS. MECHANICAL RUBBER GOODS
PLANT No. 1.
THE GODFREY CONVEYER CO. INC.
MFG. OF METAL CONVEYERS
FACTORY BUILDING
STOCK RM
PARTS W HO
FACTORY BUILDINGS
TAPE RM
MACH SHOP
OFF
PLANT No 2
GASKET PLANT
RAW STOCK W HO
PLYWOOD & SASH & DOOR W HO
WEST ELKHART ADDN
OAKLAND AV
11TH ST
P R SIDING
N Y C R R
36
35
764
765
1950

ELKHART, IND

35




MAY 1917
ELKHART
IND.
26
ELKHART RUBBER WORKS
MFRS MECHANICAL RUBBER GOODS
STORAGE
PRESS RM
BENCH RM.
MACHINE SHOP
OFFICE
13TH ST.
ELLIS
ELKHART
WESTON
OAKLAND AV.
764
765
R R SIDING
SIDWAY MERCANTILE CO
26
SIDWAY MERCANTILE CO
MFRS COLLAPSIBLE CO CARTS
PANCOST MILLING CO
FLOUR MILL
OFFICE
764
26
1917


Aug. 1910
ELKHART
IND.
35
Tail Race
Old Head Race
AMERICAN VEneER & ROOFING CO. 1ST
C. G. CONN, MUSICAL INST. CO
MFG BAND INSTRUMENTS
ELKHART RUBBER WORKS
MFG RUBBER VALVES ETC
ELKHART WEST
S. 13TH ST.
OAKLAND AV.
E. JACKSON
128
SIDWAY MERCANTILE CO.
PANCOST MILLING CO
WOLF AV
LEONARD AV
14TH ST.
E. FRANKLIN
SUBDIV OF OUT LOT 16
NEWMAN-MONDER LUMBER CO
OFFICE
DRILL PRESS DEPT
FINAL ASSEMBLING
SHIPPING DEPT
OFFICE
STOCK RM
WOOD DEPT
SIDWAY MERCANTILE CO.
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1910

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PRC

PRELIMINARY ASSESSMENT/ VISUAL SITE INSPECTION

ILC PRODUCTS COMPANY, INC.
ELKHART, INDIANA
IND 005 470 521

FINAL REPORT

Prepared for

U.S. ENVIRONMENTAL PROTECTION AGENCY
Office of Waste Programs Enforcement
Washington, DC 20460

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EPA Region	:	5
Site No.	:	IND 005 470 521
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1.0 INTRODUCTION

PRC Environmental Management, Inc. (PRC), received Work Assignment No. C05087 from the U.S. Environmental Protection Agency (EPA) under Contract No. 68-W9-0006 (TES 9) to conduct preliminary assessments (PA) and visual site inspections (VSI) of hazardous waste treatment and storage facilities in Region 5.

As part of the EPA Region 5 Environmental Priorities Initiative, the RCRA and CERCLA programs are working together to identify and address RCRA facilities that have a high priority for corrective action using applicable RCRA and CERCLA authorities. The PA/VSI is the first step in the process of prioritizing facilities for corrective action. Through the PA/VSI process, enough information is obtained to characterize a facility's actual or potential releases to the environment from solid waste management units (SWMU) and areas of concern (AOC).

A SWMU is defined as any discernible unit at a RCRA facility in which solid wastes have been placed and from which hazardous constituents might migrate, regardless of whether the unit was intended to manage solid or hazardous waste.

The SWMU definition includes the following:

- RCRA-regulated units, such as container storage areas, tanks, surface impoundments, waste piles, land treatment units, landfills, incinerators, and underground injection wells
- Closed and abandoned units
- Recycling units, wastewater treatment units, and other units that EPA has generally exempted from standards applicable to hazardous waste management units
- Areas contaminated by routine and systematic releases of wastes or hazardous constituents. Such areas might include a wood preservative drippage area, a loading-unloading area, or an area where solvent used to wash large parts has continually dripped onto soils.

An AOC is defined as any area where a release to the environment of hazardous waste or constituents has occurred or is suspected to have occurred on a nonroutine and nonsystematic basis. This includes any area where such a release in the future is judged to be a strong possibility.

The purpose of the PA is as follows:

- Identify SWMUs and AOCs at the facility
- Obtain information on the operational history of the facility
- Obtain information on releases from any units at the facility
- Identify data gaps and other informational needs to be filled during the VSI

The PA generally includes review of all relevant documents and files located at state offices and at the EPA Region 5 office in Chicago.

The purpose of the VSI is as follows:

- Identify SWMUs and AOCs not discovered during the PA
- Identify releases not discovered during the PA
- Provide a specific description of the environmental setting
- Provide information on release pathways and the potential for releases to each medium
- Confirm information obtained during the PA regarding operations, SWMUs, AOCs, and releases

The VSI includes interviewing appropriate facility staff, inspecting the entire facility to identify all SWMUs and AOCs, photographing all visible SWMUs, identifying evidence of releases, initially identifying potential sampling parameters and locations, if needed, and obtaining all information necessary to complete the PA/VSI report.

This report documents the results of a PA/VSI of the ILC Products Company, Inc. (ILC) facility in Elkhart, Indiana. The PA was completed on January 3, 1992. PRC gathered and reviewed information from Indiana Department of Environmental Management (IDEM) and from EPA Region 5 RCRA files. PRC also reviewed relevant documentation from the U.S. Department of Agriculture (USDA), United States Geological Survey (USGS), Federal Emergency Management Agency (FEMA), and U.S. Department of Commerce (DOC). The VSI was conducted on January 21, 1992. It included interviews with ILC facility representatives and a walk-through inspection of the facility. Ten SWMUs and no AOCs were identified at the facility.

PRC completed EPA Form 2070-12 using information gathered during the PA/VSI. This form is included in Attachment A. The VSI is summarized and 11 inspection photographs are included in Attachment B. Field notes from the VSI are included in Attachment C.

2.0 FACILITY DESCRIPTION

This section describes the facility's location, past and present operations (including waste management practices), waste generating processes, history of documented releases, regulatory history, environmental setting, and receptors.

2.1 FACILITY LOCATION

The facility is located at 1819 South 14th Street in Elkhart, Elkhart County, Indiana (latitude 41°40'13" N and longitude 85°59'16" W) as shown in Figure 1. The facility occupies 6.3 acres in an industrial and residential area.

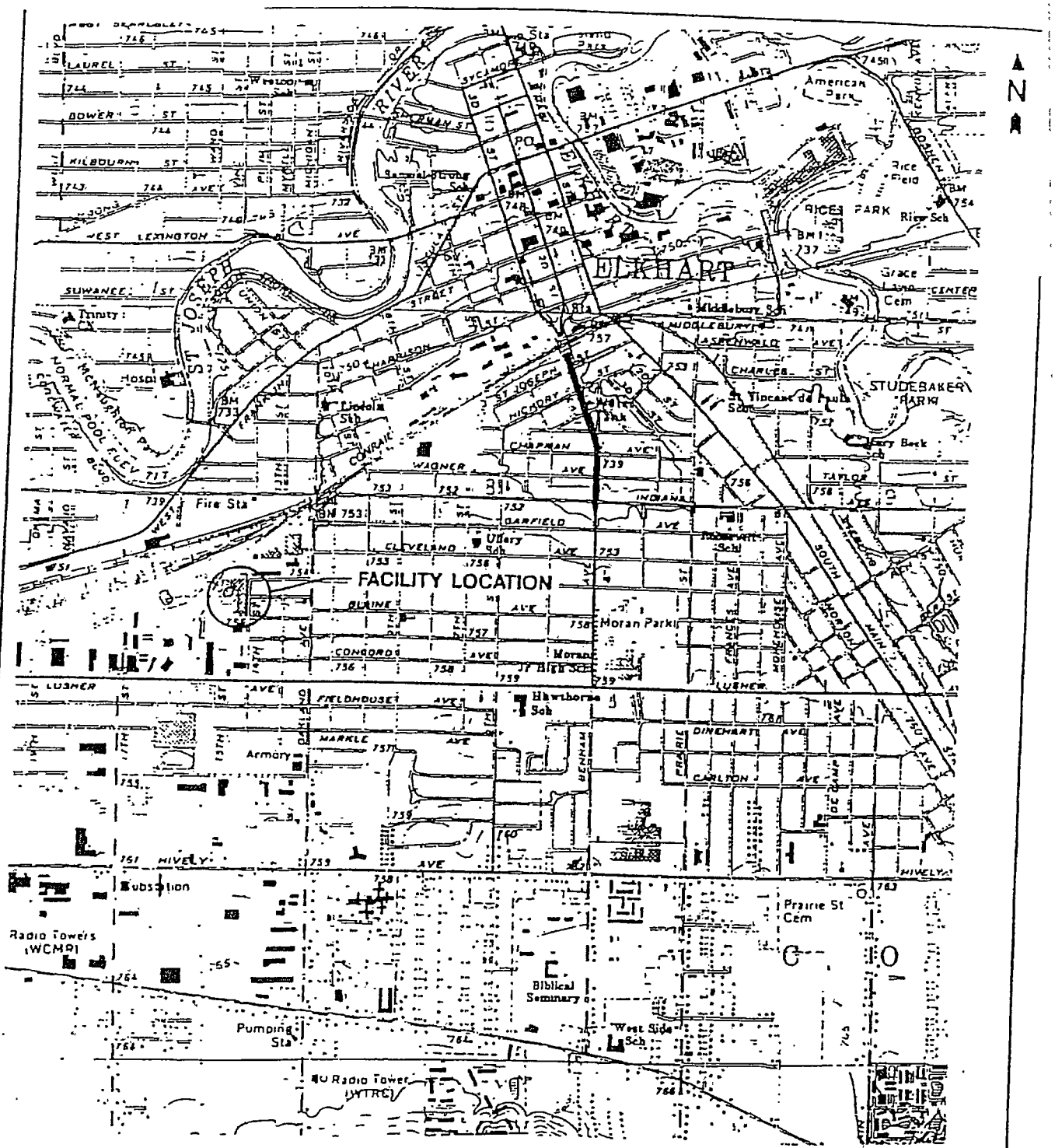
The facility is bordered on the north by Conrail Railroad, on the west by a scrap yard, on the south by Elkhart Plating Company, and on the east by an office building.

2.2 FACILITY OPERATIONS

The facility was built during the 1880s. The first occupant was Sidway Mercantile Company, which manufactured woven baby buggies. Later, the building was used as a railroad car switching depot. In 1939, Industrial Lamp Company moved into the building and began assembling turn signal lamps; in 1959 it began manufacturing aluminum turn signals (lamps) for RVs. In 1969, Industrial Lamp Company was purchased by ILC Products Company, Inc., which was wholly owned by O.H. Williams Investment Co. and which continued manufacturing processes. In 1980 the holding company, O.H. Williams Investment Co. was purchased by Patrick Industries, Inc. during a hostile take-over. In 1985 ILC Products Company, Inc. became a division of Patrick Industries, Inc. In 1990, ILC stopped all manufacturing processes at this location, but continued its painting operations. The facility occupies 6.3 acres in an industrial and residential area. It is completely fenced and has a 24 hour alarm system. ILC employs 16 people working one shift.

From 1959 until 1990 the facility received raw aluminum pieces from an aluminum mill. The aluminum was placed into a tank and heated to 875°F so that it was in liquid form. The aluminum was sent to a die press that forced the aluminum into a certain shape. The newly manufactured part was then cooled, packaged, and shipped.

Dies were cleaned with a caustic which was stored in drums. In 1978 the facility began using the caustic in its wastewater treatment system (SWMU 3) to adjust the pH of the water. The



SOURCE: MODIFIED FROM USGS, 1981

ILC PRODUCTS COMPANY, INC.
ELKHART, INDIANA

FIGURE 1

FACILITY LOCATION

ENVIRONMENTAL MANAGEMENT, INC.

die press process also generated waste lubricating oil. The oil was poured over the presses tokeep them running smoothly.

In 1978 the facility began painting the pieces it manufactured. Currently, painting is the only activity at the facility. At the paint line, the piece is placed on a conveyor belt and sent through a sodium hydroxide wash followed by a water rinse. The piece is then sprayed with chromic acid so that the paint will properly adhere to the aluminum. The part is again rinsed with water and then sent to an oven to dry. Once dry, the part is sent to a spray booth where paint is applied. After the paint is applied, the part is placed into an oven so the paint can dry properly. Wastewater containing sodium hydroxide and chromic acid is treated in the wastewater treatment system (SWMU 3), which generates waste filter cake and waste solvent still bottoms. Waste paints are generated from the paint spray booth walls. Waste solvents and waste still bottoms (F003, F005) are generated in the solvent recycling still. Facility SWMUs are identified in Table 1. The facility layout, including SWMU locations, is shown in Figure 2.

2.3 WASTE GENERATING PROCESSES

From 1959 until 1990 the facility manufactured aluminum parts for RVs and that process generated waste lubricating oil and waste caustic cleaner. In 1978 the facility began painting the aluminum parts it manufactured. The painting process is currently the only process at the facility. The current painting process generates four waste streams: (1) wastewater containing sodium hydroxide and chromic acid from painting pre-treatment; (2) filter cake waste from the Wastewater Treatment System (SWMU 3); (3) heavy waste paint overspray (D001, F003, F005) from the spray booth walls; and (4) waste solvents and waste still bottoms (F003, F005) from the paint lines that can no longer be recycled in the solvent still. Wastes generated at the facility are discussed below and summarized in Table 2. Waste generation rates are based on information provided at the time of the VSI.

As part of the aluminum manufacturing process, the facility received raw aluminum pieces from an aluminum mill. The aluminum was placed into a tank and heated to 875°F until it was in liquid form. The liquid aluminum was forced through a die by a press, allowed to cool and then sold. The die was cleaned with a caustic cleaner (sodium hydroxide). The used caustic cleaner was collected and stored in the Former Underground Storage Tank (SWMU 7) or in the Former Caustic Cleaner Storage Area (SWMU 10). Prior to 1978, about 26,000 gallons of waste caustic cleaner were generated per year. In 1978 the facility began using the waste sodium hydroxide to adjust the pH level in its Wastewater Treatment System (SWMU 3). Because the sodium hydroxide was reused, according to 40 CFR 261.2(e)(1), it is not considered a waste. The aluminum press was kept cool and lubricated by oil which was collected in the Former Waste Oil

TABLE 1

SOLID WASTE MANAGEMENT UNITS (SWMU)

SWMU Number	SWMU Name	RCRA Hazardous Waste Management Unit*	Status
1	Indoor Waste Storage Area	No	Active, less than 90 day storage
2	Solvent Still Bottoms Satellite Accumulation Area	No	Active
3	Wastewater Treatment System	No	Active
4	Wastewater Treatment Filter Cake Accumulation Area	No	Active
5	Former Waste Oil Drip Pans	No	Inactive since 1990
6	Former Waste Oil Storage Area	No	Inactive since 1990
7	Former Underground Storage Tank	Yes	Inactive, removed in 1986. Closure plan approved by IDEM in 1988 pending modifications which remain unresolved.
8	Former Outdoor Drum Storage Area	Yes	Inactive since 1982. Closure plan approved by IDEM in 1988 pending modifications which remain unresolved.
9	Former Roll-Off Hopper Area	Yes	Inactive since 1982. Closure plan approved by IDEM in 1988 pending modifications which remain unresolved.

TABLE 1 (CONT'D)

SOLID WASTE MANAGEMENT UNITS (SWMU)

SWMU Number	SWMU Name	RCRA Hazardous Waste Management Unit*	Status
10	Former Caustic Cleaner Storage Area	Yes	Inactive since 1985. Closure plan approved by IDEM in 1988 pending modifications which remain unresolved.

Note:

* A RCRA hazardous waste management unit is one that currently requires or formerly required submittal of a RCRA Part A or Part B permit application.

TABLE 2

SOLID WASTES

Waste/EPA Waste Code	Source	Primary Management Unit*
Waste lubricating oil, NA**	Press machines	Formerly SWMUs 5 and 6
Wastewater, NA**	Painting pre-treatment	SWMU 3
Heavy waste paint overspray/ D001, F003, F005	Spray booths	SWMU 1
Waste solvents and waste solvent still bottoms/ F003, F005	Solvent stills	SWMUs 1 and 2 and formerly SWMU 9
Filter cake waste, NA**	Wastewater treatment system filter press	SWMUs 1 and 4, formerly SWMUs 8 and 9
Fuel oil with caustic/D002	Die cleaning	SWMU 7
Waste caustic cleaner/D002	Die cleaning	SWMU 7, formerly SWMU 10

Notes:

* Primary management unit refers to a SWMU that currently manages or formerly managed the waste.

** Nonapplicable (NA) designates nonhazardous waste.

Drip Pans (SWMU 5) and transferred into 275-gallon steel tanks in the Former Waste Oil Storage Area (SWMU 6) prior to disposal by Bereth Oil, Mishawaka, Indiana. About 1,100 gallons of waste oil were generated per year.

In 1978 the facility began painting the aluminum parts it manufactured. The painting process consists of placing a part on a conveyor belt and sending it through a sodium hydroxide wash followed by a water rinse. The part is then sprayed with chromic acid in order for the paint to properly adhere to the aluminum. The part is again rinsed with water and then sent to an oven to dry. The sodium hydroxide mixed with water and the chromic acid mixed with water are collected in the sump pit portion of the Wastewater Treatment System (SWMU 3) and pumped into 7,500-gallon steel holding tank. Once the holding tank is full, the wastewater is pumped to a 7,500-gallon steel treatment tank where its pH is adjusted to neutral with caustics or acids. The sludge generated from pH adjustment is allowed to settle and then pumped into a 2,000-gallon fiberglass sludge holding tank. Water overlying the sludge in the 7,500 gallon tank is decanted and discharged to the City of Elkhart Sanitary System. From the 2,000 gallon tank, the sludge is pumped to a filter press where effluent and filter cake waste are generated. The effluent is returned to the 7,500 gallon holding tank where it goes through treatment. The filter cake waste is placed into a 10-cubic yard, plastic-lined box in the Wastewater Treatment Filter Cake Accumulation Area (SWMU 4) located next to the filter press. When the box is full, it is transferred to the Indoor Waste Storage Area (SWMU 1) to await disposal as a special waste by Himco Waste-Away Service, Inc., Elkhart, Indiana. About 60 cubic yards of filter cake waste is generated per year.

Prior to 1982, the facility placed the filter cake waste into 55-gallon drums and stored the drums, for greater than 90 days, in the Former Outdoor Drum Storage Area (SWMU 8) and the Former Roll-off Hopper Area (SWMU 9). Closure for these areas began in 1985 and has not been acknowledged by EPA or IDEM.

After pretreatment, the part is sent to a spray booth to be painted. Heavy paint overspray (D001, F003, F005) from spray booth walls is collected in 5-gallon buckets and placed in the Indoor Waste Storage Area (SWMU 1) to await disposal by Safety & Environmental Resources, Inc. (SER), Mishawaka, Indiana. About 1,000 gallons of heavy paint overspray (D001, F003, F005) is generated per year. The facility changes paint colors throughout the day and cleans the paint lines with a xylene solvent. The used solvent (F003, F005) is recycled through a still. Solvent still bottoms (F003, F005) from the recycling process are accumulated in a 55-gallon drum in the Solvent Still Bottoms Satellite Accumulation Area (SWMU 2). Occasionally the waste solvent (F003, F005) becomes too thick to be sent through the still and is also placed inside the 55-gallon drum with the still bottoms in SWMU 2. When the drum is full, it is transferred to the

Indoor Waste Storage Area (SWMU 1) to await disposal by SER. About 1,900 gallons of waste solvent and waste solvent still bottoms are generated per year. Heavy waste paint overspray, used solvents, and solvent still bottoms were stored in the Former Roll-Off Hopper Area (SWMU 9) until 1982.

2.4 HISTORY OF DOCUMENTED RELEASES

This section discusses the history of documented releases to ground water, surface water, air, and on-site soils at the ILC facility.

During soil testing required by the approved Modified Closure Plan of September 28, 1988, about 12 cubic yards of chromium contaminated soil, 6 inches in depth, was discovered in the Former Roll-off Hopper Area (SWMU 9) in December 1988. Additional samples were collected and on November 11, 1991, the facility filed a Special Waste Certification Application with IDEM to transport the contaminated soil to Elkhart County Landfill, Elkhart, Indiana as a special waste. The chromium-contaminated top soil is still in place while the facility is awaits approval from IDEM to excavate and dispose of the waste.

In December 1988 testing of soil samples collected in the Former Underground Storage Tank (SWMU 7) area and in the Former Outdoor Drum Storage Area (SWMU 8) indicated that the soil was not contaminated.

A May 26, 1988 IDEM facility inspection noted that wastewater treatment sludge had spilled on the floor in the wastewater treatment room. The spillage was swept up every three days (IDEM, 1988c). This inspection also noted black, discolored soil in the outside courtyard in the area of the Former Underground Storage Tank (SWMU 7). In 1989 the soil was sampled, tested, and found not to be contaminated (EIS, 1989).

2.5 REGULATORY HISTORY

ILC filed a Notification of Hazardous Waste Activity on July 11, 1980 which listed F017, F018, U239, and U220 wastes (ILC, 1980a). The facility filed a RCRA Part A permit application on October 27, 1980 (ILC, 1980b). This application covered 15,000,000 gallons per day of tank storage (T01) and 3,000,000 gallons per day of filter press storage (T04) for D004 waste.

On October 11, 1984, the Indiana State Board of Health (ISBH) conducted a RCRA interim status inspection and found that the wastes listed on the 1980 Part A permit application were generated from a wastewater treatment system which was exempt from RCRA regulation.

The October 1984 inspection also found that the facility generated and stored for greater than 90 days at least two additional waste streams not named on its 1980 Part A permit application (ISBH, 1985a). On December 20, 1984 ISBH sent a Notice of Violation (NOV) concerning violation of interim status requirements (mostly paperwork violations) to the facility (ISBH, 1984). This NOV did not address permit violations, since ISBH was directed to refer such violations to the EPA. ISBH addressed the permit violations as directed by EPA on May 28, 1985, when it sent a Notice of Violation and Inadequacy (NOVI) to ILC (ISBH, 1985b).

The facility, through its representative, Bill Fletcher and Associates (BFA), requested and received a 30-day extension to respond to the December 1984 NOV (BFA, 1985a). The facility responded on February 20, 1985. Its response was inadequate and it received a Notice of Violation and Inadequacy (NOVI) on May 28, 1985 (ISBH, 1985b). The facility responded to the NOVI on July 22, 1985. Its response was again inadequate, and it received a Notice of Inadequacy (NOI) on August 15, 1985 (ISBH, 1985c).

The facility filed an amended Part A permit application on August 22, 1985 (BFA, 1985b). This application covered 6,160 gallons of container storage (S01) for F019, F001, F003, and F005 wastes. On September 9, 1985, the facility submitted a second amended Part A permit application, following an undocumented telephone conversation with ISBH (BFA, 1985c). This second amended application covered 1,800 gallons of container storage (S01) for F001 and F017 waste. The 6,160 gallons of container storage (S01) for F019, F001, F003, and F005 wastes were removed.

On September 26, 1985, the facility submitted EPA Policy Form 121, Container/Storage Closure Request, to ISBH (BFA, 1985d). This form, certifying that the facility does not store hazardous waste for greater than 90 days was returned on October 22, 1985 because an underground storage tank (UST) containing unknown waste was discovered by the facility (ISBH, 1985d).

On December 11, 1985, the facility resubmitted EPA Policy Form 121 along with (1) a Waste Analysis Profile for the tank contents and (2) a notification of an underground storage tank in use (BFA, 1985d). Resubmission of the Form 121 and attachments was acknowledged by EPA Region 5 on January 3, 1986 (EPA, 1986). EPA Region 5 requested state confirmation of closure (EPA, 1986). On March 7, 1986, the facility sent a letter to ISBH requesting a change in status to generator only (BFA, 1986a).

On March 17, 1986, the facility received a NOV resulting from a RCRA record review inspection (ISBH, 1986a). According to ISBH, the facility stored waste in the UST for greater

than 90 days. Additionally, its notification for Underground Storage Tank in use was in error because Form 121 was not appropriate for tanks containing hazardous waste. ISBH sent a memo to the facility and required ILC to submit a closure plan for its UST and its container storage areas (ISBH, 1986b). The facility responded to the March 17, 1986 NOV on March 31, 1986, by submitting a closure and removal plan for its UST but not for its storage areas (BFA, 1986b).

On August 15, 1986 the facility reported to the Indiana Department of Environmental Management (IDEM) (formerly ISBH) that the UST was removed. According to ILC, the tank was in reasonably good condition. No spills or leaks were noted during removal (BFA, 1986c). The facility again requested a change in status to generator only. Manifests for the tank removal were incorrect. The facility rectified the errors on November 25, 1986, and again requested a change in status to generator only (BFA, 1986d).

On October 9, 1986, IDEM conducted a full interim status inspection and noted numerous violations such as inadequate manifests, unmarked containers, and no waste analysis for certain wastes (IDEM, 1986). On April 6, 1987, the facility received a NOV from IDEM requesting correction of these violations (IDEM, 1987a). This NOV also requested a composite closure plan detailing procedures used to determine contamination after the UST was removed and detailing closure of its container storage area.

The facility responded to the NOV on May 18, 1987 (BFA, 1987a). On June 25, 1987, the facility received a NOI from IDEM (IDEM, 1987b). The facility responded on July 28, 1987 and its response was inadequate (IDEM, 1987c). It received another NOI on September 25, 1987 (IDEM, 1987c). The facility resubmitted its closure plan along with financial assurance documents on December 1, 1987 (BFA, 1987b). IDEM issued a Notice of Violation with Proposed Agreed Order on May 11, 1988 because ILC's response to the October 1986 NOV was inadequate (IDEM, 1988a). The facility signed this order on September 1, 1988 (IDEM, 1988e).

On May 26, 1988, IDEM conducted a compliance evaluation inspection and noted several violations, such as storing open drums of hazardous wastes (IDEM, 1988a). IDEM discovered that in addition to the UST and the two drum storage areas addressed in the closure plans, the facility had stored trichromic wastewater sludge, waste paint, and waste solvents in containers placed directly on the ground in the Former Roll-Off Hopper Area (IDEM, 1988b). This area was not addressed in previous closure plans. On August 1, 1988, IDEM issued a Notification of Deficiency (NOD) for the facility's closure plan and requested that the facility include closure information for the Former Roll-Off Hopper Area (IDEM, 1988c). The facility responded by submitting a consolidated closure plan on August 16, 1988 (BFA, 1988). IDEM approved this closure plan with modifications on September 28, 1988 (IDEM, 1988d). The approval stipulated

that closure was to take place within 180 days. Within 60 days of completion of closure, the facility was to submit a certification of closure. On December 29, 1988, IDEM issued a Notice of Violation of the September 1988 Agreed Order (IDEM, 1988h). On March 21, 1989, the facility signed another Agreed Order to comply with the terms of the approved Modified Closure Plan (IDEM, 1988g).

On November 4, 1988, IDEM approved the facility's request for a 30-day extension to submit the supplemental information required by the September 28, 1988, approved Modified Final Closure Plan (IDEM, 1988f). On January 13, 1989, the facility submitted its supplemental information (BFA, 1989a), which IDEM determined to be inadequate on March 16, 1989 (IDEM, 1989). The facility addressed the inadequacies on March 27, 1989 (BFA, 1989b).

In 1990, the facility hired a new consulting engineering company, EIS Environmental Engineers, Inc. (EIS). As of October 30, 1991, inadequacies in the supplemental information were not completely addressed (EIS, 1991). Closure has not been approved, and the facility is regulated as a treatment, storage, and disposal facility, although it does not store waste for greater than 90 days.

The facility holds air permit, number 20-06-81-0521, for volatile organic compound emissions generated in its paint spray booth. According to IDEM, the facility was registered for operation in April 1981. This type of air permit does not need to be renewed. ILC applied for another air permit for its recently constructed virgin paint storage area. The facility has no history of odor complaints from area residents. It is not required to have a National Pollutant Discharge Elimination System (NPDES) permit.

2.6 ENVIRONMENTAL SETTING

This section describes the climate, flood plain and surface water, geology and soils, and ground water in the vicinity of the ILC facility.

2.6.1 Climate

The climate in Elkhart County is temperate. The average temperature is 49.6°F. The average daily minimum temperature is 15.5°F in January, and the average daily maximum temperature is 83.1°F in July.

The average annual precipitation is 33.7 inches. The mean annual evaporation for the area is about 30 inches with an annual net precipitation of 3.7 inches (U.S. Department of

Commerce, 1968). The 1-year 24-hour rainfall is 2.3 inches (U.S. Department of Commerce, 1963).

The prevailing wind is from the southwest. Maximum average wind speed is 12 miles per hour (U.S. Department of Commerce, 1968).

2.6.2 Flood Plain and Surface Water

The facility is about 755 feet above mean sea level. It is situated about 1/2 mile southeast of the St. Joseph River at its closest point. The facility is about 1-3/4 miles south of Christiana Creek and 5 miles south of Simonton Lake. Surface water drainage at the site appears to be in a north-northwesterly direction toward the St. Joseph River. The facility is located in a Zone C flood plain area (FEMA, 1985). This is considered to be an area of minimal flooding.

2.6.3 Geology and Soils

Elkhart County is in extreme north-central Indiana. The northern portion of the county is characterized by nearly level and gently sloping eolian and outwash sands, nearly level to moderate sloping outwash terraces and plains in the northern and central parts, and nearly level to strongly sloping glacial till plains in the eastern and western parts. The county is drained mainly by the Elkhart and St. Joseph Rivers (USDA, 1974).

Surficial geology in Elkhart County is characterized by glacial till deposits, about 300 feet thick, of the Wisconsinan Age. Soils in the general facility area are characterized as "made land" and consist of levelled or filled areas that may have any combination of sand, silt, clayey material, and trash.

As part of closure activities for SWMUs 7, 8, 9, and 10, soil borings were conducted at the facility to a depth of 18 inches. Those borings indicate surficial deposits consist of fill material underlain primarily by loamy sand and sandy loam with a trace of clay.

2.6.4 Ground Water

Wells are the major source of drinking water in Elkhart County. The City of Elkhart draws ground water from four separate well fields. The nearest well field is about 1-1/2 miles to the southeast. The direction of ground water flow is north-northwest. Many residents outside the Elkhart city limits get their water from private wells. The static ground water level is 10 to 15 feet below ground surface (IDNR, 1991).

2.7 RECEPTORS

The facility occupies 6.3 acres in an industrial and residential area in Elkhart, Indiana. Elkhart has a population of about 137,330. The facility is bordered on the north by Conrail Railroad, on the west by a scrap yard, on the south by a plating company and on the east by an office building. The nearest residence is about 200 feet east. The nearest school, Lincoln School, is about 1/2 mile north of the facility. Facility access is controlled by a barbed wire fence and a 24-hour alarm system.

The nearest surface water body, the St. Joseph River, is located about 1/2 mile northwest of the facility and is used for recreational purposes. Other surface water bodies in the area include Christiana Creek 1-3/4 miles north and Simonton Lake about 5 miles north of the facility.

Ground water is used as a source of drinking water. The City of Elkhart draws ground water from four separate well fields. The nearest well field to the facility is about 1-1/2 miles to the southeast, upgradient from the facility. The nearest well field located downgradient is about 2-1/2 miles northeast of the facility.

Wetlands are located about 4 miles northeast and 5 miles north of the facility. McNaughton Park is located along the St. Joseph River about 1/2 mile northwest of the facility. According to the information obtained at the time of the VSI and from the USGS topographic map, no forest preserves, no habitats of endangered species, and no other sensitive environments are located within 2 miles of the facility.

3.0 SOLID WASTE MANAGEMENT UNITS

This section describes the 10 SWMUs identified during the PA/VSI. The following information is presented for each SWMU: description of the unit, dates of operation, wastes managed, release controls, history of documented releases, and PRC observations.

SWMU 1	**Indoor Waste Storage Area**
Unit Description:	This unit consists of an indoor area about 20 feet by 20 feet in the north end along an inside west wall of the facility (see Photograph Nos. 6 and 7). Heavy waste paint overspray (D001, F003, F005) from spray booth walls is accumulated in uncovered 5-gallon plastic buckets. Waste solvents and solvent still bottoms (F003, F005) from the solvent recycling still are stored in 55-gallon drums, which are closed and labeled as hazardous waste. Filter cake waste from the Wastewater Treatment System (SWMU 3) is stored in 10-cubic yard, plastic-lined boxes.
Date of Startup:	This unit began operation in 1978.
Date of Closure:	This unit is currently operational.
Wastes Managed:	This unit manages waste paint overspray from spray booth walls, waste solvent and solvent still bottoms (F003, F005) generated from a solvent recycling still, and filter cake waste generated from the Wastewater Treatment System (SWMU 3).
Release Controls:	This unit is inside a building that has a concrete floor with no visible cracks or gaps.
History of Documented Releases:	No releases from this unit have been documented.
Observations:	Several uncovered buckets of heavy waste paint overspray (D001, F003, F005) were placed directly on the concrete along an inside west wall. One closed drum of waste solvent and solvent still bottoms (F003, F005) was placed directly on the concrete and labeled as hazardous waste. The visible portion of the drum did

not have any holes or cracks at the time of the VSI. Boxes of filter cake waste were placed on pallets and stored closed. The visible portions of the boxes did not have any rips or tears at the time of the VSI. PRC observed no visible evidence of release.

SWMU 2	Solvent Still Bottoms Satellite Accumulation Area
Unit Description:	This unit consists of a 6-foot by 6-foot area inside the solvent recovery room in the northwest portion of the facility. The unit is about 5 feet from the solvent recycling still. Solvent recycling still bottoms and solvent too thick to be recycled through the still are placed in a closed-top 55-gallon drum. When the drum is full, it is transferred to the Indoor Waste Storage Area (SWMU 1), where it is stored for less than 90 days.
Date of Startup:	This unit began operation in 1978.
Date of Closure:	This unit is currently operational.
Wastes Managed:	This unit manages waste solvent and solvent still bottoms (F003, F005) from the solvent recycling still.
Release Controls:	This unit is inside the facility on a concrete floor with no visible cracks or gaps.
History of Documented Releases:	No releases from this unit have been documented.
Observations:	One partially full 55-gallon drum was in the area at the time of the VSI. The visible portion of the drum did not have any holes or cracks at the time of the VSI. PRC observed no visible evidence of release.
SWMU 3	Wastewater Treatment System
Unit Description:	This unit consists of a 6-inch concrete berm beneath the spray washers and tanks of raw product. Wastewater from parts washing that has mixed with sodium hydroxide or chromic acid is

accumulated in the bermed area and collected by pumps into a sump area. The wastewater is then pumped into a 7,500-gallon steel holding tank. Once the holding tank is full, the waste is pumped to a 7,500-gallon steel treatment tank where its pH is adjusted. The sludge generated from pH adjustment is allowed to settle and then pumped into a 2,000-gallon fiberglass holding tank. Water overlying the sludge in the 7,500 gallon tank is decanted and then discharged to the City of Elkhart Sanitary System. From the 2,000 gallon tank, the sludge is pumped to a filter press where effluent and filter cake waste are generated. The effluent is placed back into the 7,500 gallon holding tank where it goes through treatment. The filter cake waste is placed into a 10-cubic yard, plastic-lined box in the Wastewater Treatment Filter Cake Accumulation Area (SWMU 4) located next to the filter press (see Photograph Nos. 1, 2, 3, and 4). The unit is located in the southwestern portion of the facility.

Date of Startup:	This unit began operation in 1978.
Date of Closure:	This unit is currently operational.
Wastes Managed:	This unit manages wastewater mixed with sodium hydroxide and chromic acid from paint pre-treatment operations.
Release Controls:	This unit is inside a building that has a concrete floor with no visible cracks or gaps.
History of Documented Releases:	A May 26, 1988, IDEM facility inspection noted sludge had spilled on the floor and was swept up every three days (IDEM, 1988c).
Observations:	PRC observed stained concrete under the filter press at the time of the VSI.
SWMU 4	**Wastewater Treatment Filter Cake Accumulation Area**
Unit Description:	This unit consists of a 10-cubic yard, plastic-lined fiber box containing wastewater filter cake waste. It is located directly

adjacent to the Wastewater Treatment System (SWMU 3) filter press in the southwestern portion of the facility (see Photograph No. 4). When the box is full, it is transferred to the Indoor Waste Storage Area (SWMU 1).

Date of Startup:	This unit began operation in 1978.
Date of Closure:	This unit is currently operational.
Wastes Managed:	This unit manages wastewater filter cake.
Release Controls:	This unit is located inside a building that has a concrete floor with no visible cracks or gaps.
History of Documented Releases:	No releases from this unit have been documented.
Observations:	One partially full box of filter cake waste was in the area at the time of the VSI. The visible portion of the box did not have any holes or rips at the time of the VSI. PRC observed no visible evidence of release.

SWMU 5 **Former Waste Oil Drip Pans**

Unit Description:	These units consisted of 2-inch high metal pans placed beneath the die press machines to collect waste lubricating oil. The actual number of pans and their capacities were not known by facility representatives at the time of the VSI. When full, the oil from the pans was transferred into 275 gallon steel tanks in the Former Waste Oil Storage Area (SWMU 6).
Date of Startup:	This unit began operation in about 1959.
Date of Closure:	These units have been inactive since 1990, when the facility stopped all manufacturing operations.
Wastes Managed:	These units managed waste lubricating oil from the die-press machines.

Release Controls:	These units were located inside a building that has a concrete floor with no visible cracks or gaps.
History of Documented Releases:	No releases from this unit have been documented.
Observations:	At the time of the VSI, PRC observed empty pits where the die press machines were located. PRC observed no visible evidence of release at the time of the VSI.
SWMU 6	**Former Waste Oil Storage Area**
Unit Description:	This unit consisted of an area about 25 feet by 25 feet in the northeastern portion of the facility. It stored two 275-gallon aboveground steel tanks containing waste lubricating oil.
Date of Startup:	This unit began operation in about 1959.
Date of Closure:	This unit has been inactive since 1990, when the facility stopped all manufacturing operations.
Wastes Managed:	This unit managed waste lubricating oil from the die-press machines.
Release Controls:	This unit was inside the facility on a concrete floor with no visible cracks or gaps.
History of Documented Releases:	No releases from this unit have been documented.
Observations:	One empty 275-gallon steel tank was in the area at the time of the VSI (see Photograph No. 8). PRC observed no visible evidence of release.

SWMU 7	**Former Underground Storage Tank**
Unit Description:	This unit consisted of a 10,000-gallon steel tank that held product fuel oil. Upon testing at removal, this unit was also found to contain waste caustic.
Date of Startup:	This unit began operation about 1961.
Date of Closure:	The unit was removed in 1986. EPA and IDEM have not acknowledged closure of the unit.
Wastes Managed:	This unit managed product fuel oil and waste caustic, which was probably sodium hydroxide wastewater from die cleaning operations.
Release Controls:	This unit had no release controls.
History of Documented Releases:	A May 26, 1988, IDEM inspection noted black, discolored soil in the outside courtyard. In 1989, the soil was sampled, tested, and found not to be contaminated (EIS, 1989).
Observations:	PRC observed a snow-covered courtyard at the time of the VSI (see Photograph No. 9). PRC observed no visible evidence of release at the time of the VSI.
SWMU 8	**Former Outdoor Drum Storage Area**
Unit Description:	This unit consisted of a 14-foot by 30-foot concrete pad about 6 inches thick. The unit was adjacent to building "P" and joined another concrete surface, with soil to the west. Filter cake waste from the Wastewater Treatment System (SWMU 3) was placed into 55-gallon drums and stored in this area.
Date of Startup:	This unit began operation in about 1981.

Date of Closure:	This unit has been inactive since 1982. The closure plan was approved with modifications in 1988, but EPA and IDEM have not acknowledged closure.
Wastes Managed:	This unit managed waste filter cake generated during wastewater treatment.
Release Controls:	The unit was located on concrete.
History of Documented Releases:	No releases from this unit have been documented. In 1989, the soil at this unit was sampled, tested, and found not to be contaminated (EIS, 1989).
Observations:	PRC observed a snow-covered concrete pad with drums piled three high at the time of the VSI (see Photograph No. 10). PRC observed no visible evidence of release at the time of the VSI.
SWMU 9	**Former Roll-Off Hopper Area**
Unit Description:	This unit consisted of a 15-foot by 40-foot outdoor area in the southwest corner of the property. Waste solvents and solvent still bottoms (F003, F005), and filter cake waste were placed into 55-gallon drums, which were placed directly on the ground.
Date of Startup:	This unit began operation in about 1979.
Date of Closure:	This unit has been inactive since 1982. The closure plan was approved with modifications in 1988, but closure has not been completed in accordance with the closure plan.
Wastes Managed:	This unit managed waste solvents and solvent still bottoms (F003, F005) generated from painting processes. This unit also managed wastewater filter cake.
Release Controls:	This unit had no release controls.

History of Documented Releases:	During soil testing required by the September 1988 approved Modified Final Closure Plan, about 12 cubic yards of chromium-contaminated soil, 6 inches deep, was discovered. Additional sampling was conducted and on November 11, 1991, the facility filed a Special Waste Certification Application with IDEM to transport the contaminated soil to Elkhart County Landfill, Elkhart, Indiana, as a special waste (see Photograph No. 11). The facility is awaiting IDEM's approval to dispose of the waste.
Observations:	PRC observed snow-covered ground at the time of the VSI. PRC observed no visible evidence of release at the time of the VSI.
SWMU 10	Former Caustic Cleaner Storage Area
Unit Description:	This unit consisted of a 20-foot by 25-foot area with a concrete floor inside the facility along the west wall. Used sodium hydroxide from die cleaning was placed into 55-gallon drums and stored in this area to await disposal. After 1978, the waste sodium hydroxide (waste caustic cleaner) was used to adjust wastewater pH. Because the used sodium hydroxide was being re-used, according to 40 CFR 261.2(e)(1), it was not considered a waste after 1978.
Date of Startup:	This unit began operation in 1959.
Date of Closure:	This unit has been inactive since 1985. The closure plan was approved with modification in 1988, but EPA and IDEM have not acknowledged closure.
Wastes Managed:	This unit managed waste sodium hydroxide (waste caustic cleaner). In 1978, the waste sodium hydroxide was used to adjust the pH in the wastewater treatment system. Because the used sodium hydroxide was re-used, according to 40 CFR 261.2(e)(1), it is not considered a waste.
Release Controls:	The unit was located indoors on concrete.

History of Documented Releases:	No releases from this unit have been documented. Soil sampling required by the approved Modified Final Closure Plan did not reveal contamination (EIS, 1989).
Observations:	PRC observed an empty concrete floor at the time of the VSI. The concrete floor was in good condition with no visible cracks or gaps. PRC observed no visible evidence of release at the time of the VSI.

4.0 AREAS OF CONCERN

No AOCs were identified during the VSI.

ACOUSTICS BY DESIGN

October 23, 2007

Larry Meteiver
City Attorney
City of Elkhart
229 South 2nd Street
Elkhart, IN 46516
larry@meteiver@coei.org

Re: Sturgis Iron & Metal, 1514 W. Lusher Ave, Elkhart, Indiana
Noise and Vibration Monitoring Report

REPORT:

We have completed the initial sound and vibration monitoring as outlined in the Scope-of-Services section of our proposal. This report describes the monitoring procedure, provides the results and our observations, and draws conclusions regarding sound and vibration present in the residential community.

1. PURPOSE

Monitor sound and vibration levels in the residential community near the Sturgis Iron and Metal Inc. (Sturgis) industrial property in such a manner as to determine the levels of sound and vibration attributable to operations on the Sturgis property. Residential community members have complained to the City about sound and vibration which they believe to be associated specifically with operation of the "Mega Shredder." This sound and vibration survey considered all sound and vibration sources on the Sturgis property. This report presents the results of the sound and vibration survey and compares those results with the sound and vibration criteria stated in the municipal ordinances.

2. TERMINOLOGY AND CONCEPTS

When dealing with sound, there is the physical quantity which is expressed as sound level and the perceived level which is expressed as loudness. Sound level is measured in units called decibels (abbreviated dB). Decibels are power ratios and are logarithmic quantities. Audible sound occurs over a wide frequency range, from approximately 20 Hertz (Hz) to 20,000 Hz. Human hearing does not respond equally to sounds at different frequencies (or pitch). Lower frequency sounds that are equally as "loud" have a much higher decibel level than high

frequency sounds. To accommodate this variation in frequency sensitivity of human hearing, a frequency weighting can be applied to sound level measurements. When the weighting is applied, the resulting sound level measurements are said to be "A-weighted" and the decibel level is abbreviated dBA.

While the decibel or A-weighted decibel are the basic units used for noise measurement, other indices are also used. One index, known as the equivalent sound level and abbreviated as L_{eq}, is commonly used to indicate the average sound level over a period of time. L_{eq} represents the steady level of sound which would contain the same amount of sound energy as does the actual time varying sound level. Although it is an average, it is strongly influenced by the loudest events occurring during the time period because these loudest events contain most of the sound energy.

The logarithmic nature of dB and dBA, and the human subjective perception of relative sound levels, results in the following approximate rules for judging increases in noise. A 3 dBA sound level increase typically cannot be heard or is barely perceptible. A 5 dBA sound level increase is perceptible and is often considered significant. A sound level which increases by 10 dBA will be perceived as twice as loud. These perceived changes in the noise level are mostly independent of the absolute noise level. That is, a 30 dBA noise will be perceived as twice as loud as a 20 dBA noise, and a 70 dBA noise will be perceived as twice as loud as a 60 dBA noise.

3. MEASUREMENT PROCEDURE

3.1 Sound Level Measurement Locations

Sound level monitoring was performed at 9 locations in the residential community, at 3 locations on the Sturgis property, and near the railway that borders the Sturgis property. Because the City of Elkhart ordinance does not specify a height above grade at which sound level measurements are to be made, the data logging sound level meters used for this monitoring were located at roughly the level of a second story window (residences in this neighborhood are generally one or two stories in height). Placing sound level meters at this height above the grade allowed some of the meters to have a direct line of sight over the Sturgis's perimeter sound wall and to the Mega Shredder. The measurement locations are presented in Figure 1. Sound level data was collected for seven days. In addition to this automated monitoring, ABD personnel made short duration measurements at the monitoring locations using hand held, real time signal analyzers.

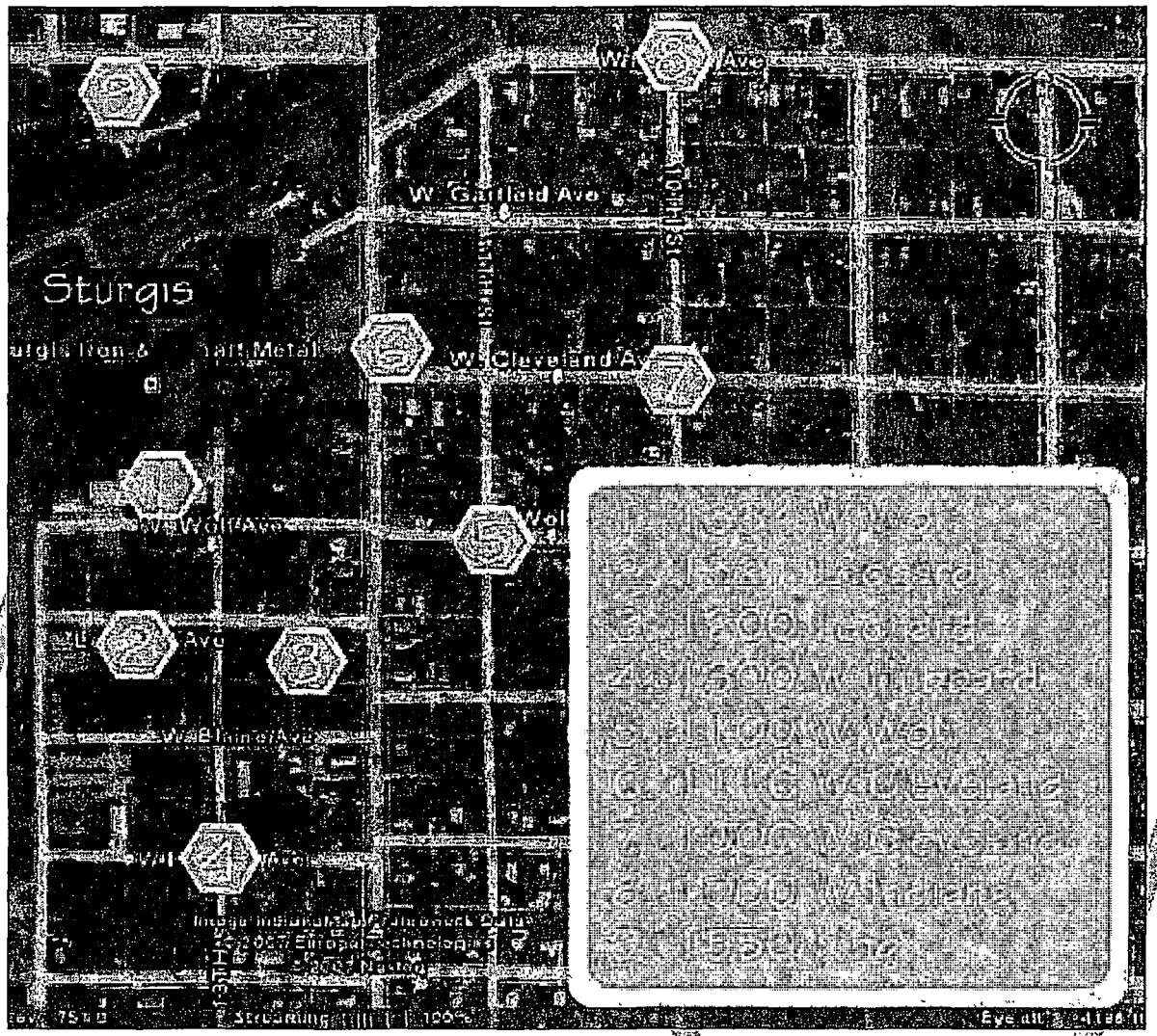


Figure 1: Community Sound Level Monitoring Locations

3.2 Vibration Level Measurement Locations

Vibration level monitoring was performed at 4 locations in the residential community, at 1 location on the Sturgis property, and near the railway that borders the Sturgis property. The data logging vibration meters were attached to residential foundation walls, to the Megga Shredder foundation wall, and, at the railway, to a steel stake driven into the soil of the rail bed. The vibration measurement locations are presented in Figure 2. Vibration level data was collected for 48 hours.

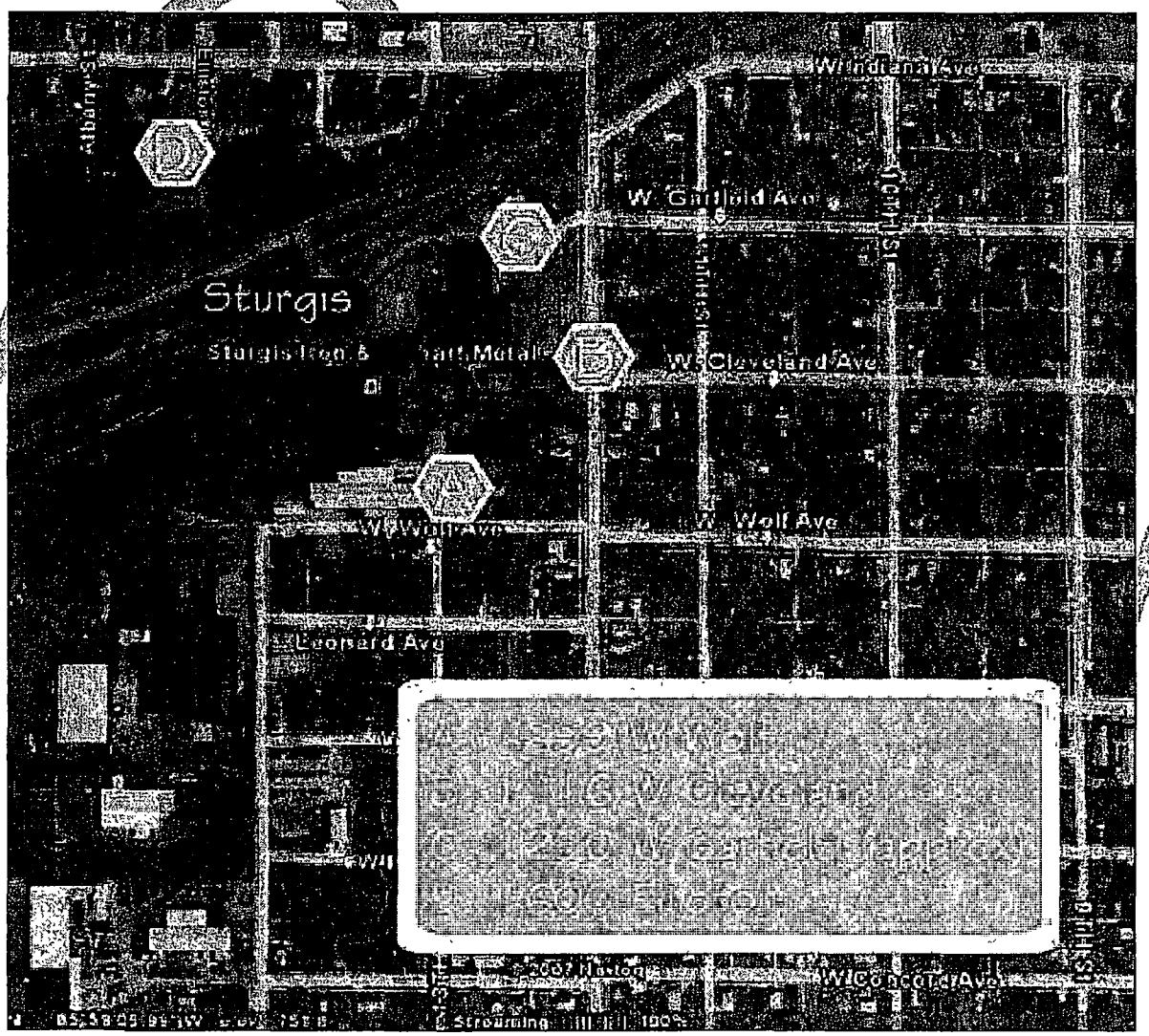


Figure 2: Community Vibration Level Monitoring Locations

3.3 Instrumentation

Larson-Davis Laboratories model 703-PLUS and model 706-RC sound level meters were used for A-weighted measurements. These meters conform to ANSI Standard Specifications for Sound level Meters S1.4-1983, Type 2, and the IEC 651-1979, Sound Level Meters Type 2. The instruments were calibrated and are traceable to the National Institute of Standards. Evidence of traceability is on file at the Larson Davis Corporate Headquarters. The meters were field calibrated before and after the measurement session.

In addition, a Larson-Davis Laboratories model 824 integrating sound level meter and real time analyzer was used to make short duration sound level measurements at the monitoring locations. This meter conforms to ANSI Standard Specifications for Sound level Meters S1.4-1983, Type 1, and the IEC 60804 (1985), Sound Level Meters Type 1. The instrument was calibrated and the calibration is traceable to the National Institute of Standards. Evidence of traceability is on file at the Larson Davis Corporate Headquarters. The meter was field calibrated before and after the measurement session.

Vibration monitoring was performed with Larson-Davis model HVM100 vibration monitors. These monitors measure along all axis of vibration and apply digital filters that conform to the ISO standards for assessing human exposure to vibration. The monitors conform to ISO standards 2631 and 5349.

4. RESULTS & ANALYSIS

4.1 Noise and Vibration Exceedence Criteria

City of Elkhart municipal code section 95.095, *General Noise Regulations*, paragraph A.17, states:

> Any noise that exceeds a noise level of 83 dBA based on a distance from the noise source of not less than 15 feet, or any noise that can be heard more than 50 feet from its source and is inherently obnoxious or patently offensive shall be prima facie evidence of a noise prohibited by division (A) of this section; and (Noise that creates less decibels than 83 dBA from 15 feet also constitutes noise prohibited by division (A) if the noise otherwise constitutes a prohibited noise stated at division (B) of this section. Further, there is not any decibel measurement requirement to prove the existence of a noise prohibited by division (A).

83 dBA has, therefore, been used in this study to determine if a noise level exceedence has occurred.

International Standards Organization standard 2631-1 (ISO 2631-1) states that fifty percent of alert, fit persons can just detect a vibration with a peak magnitude of 0.015 m/s^2. This 0.015 m/s^2

value was used in this study as the exceedence criterion for assessing impact on the residences by vibration.

4.2 Measured Noise Levels

Sound level monitoring was performed from 8/13/2007 through 8/19/2007. There were operations taking place on the Stugis property, either material movement near the Mega Shredder or operation of the Mega Shredder, during the following approximate times on each of those days:

08/13/07: 12:00 (start of monitoring) to 18:00
08/14/07: 06:00 to 19:00
08/15/07: 06:15 to 18:00
08/16/07: 06:00 to 18:30
08/17/07: 06:00 to 19:00
08/18/07: 06:00 to 12:00
08/19/07: no operations

The clocks in all of the sound monitors were synchronized. This allowed the time stamp of the sound level data logged by each monitor to be compared with the time stamp on the other monitors. After collecting all of the data, computer algorithms were used to compare the sound levels logged by the monitors in the community with the sound levels logged by the monitors on the Sturgis property. The algorithms searched the data logged at the monitors in the community for exceedences which corresponded in time to spikes in the sound level logged by the monitors on the Sturgis property. The algorithms accounted for the speed at which sound travels and the distance from the Sturgis property to each sound monitoring location in the community. If the sound level logged by a monitor in the community was greater than 83 dBA and corresponded in time to a spike in the sound level on the Sturgis property, with an appropriate time lag to account for the speed of sound, then that incident was counted as a sound level exceedence and attributed to activity on the Sturgis property.

Table 1 tabulates the number of times that the sound level at each monitoring location exceeded 83 dBA due to a source on the Sturgis property, during the seven days of monitoring. These exceedences were due to impulsive sound events. Each exceedence represents one second of time.

The Table also presents the hourly average sound level, $L_{eq(hr)}$, measured during the daytime, with and without the Mega Shredder operating. Note that the sound level "without" the Mega Shredder operating still includes contributions from movement of scrap material near the Mega Shredder.

Graphs appended to this report show a sample of the data collected at the community sound monitoring locations.

Sound Monitoring Location Number	Number of times sound level[2] exceeded 83 dBA due to activity on Sturgis Property during 7 days of monitoring	Average daytime sound level[3], dBA, with and without Mega Shredder operation (with / without[1])
1	43 exceedences highest level: 90 dBA	74 / 70
2	0	64 / 64
3	0	63 / 61
4	0	61 / 59
5	0	64 / 63
6	34 exceedences highest level: 90 dBA	72 / 70
7	0	64 / 62
8	0	65 / 65
9	0	65 / 65

1. Without Mega Shredder operating but with material movement on Property.
2. Average sound level during 1 second of time, $L_{eq(1\,second)}$.
3. Average hourly sound level, $L_{eq(hr)}$, 8AM to 6PM weekdays.

Table 1: Number of exceedences and average sound level

4.3 Measured Vibration Levels

The peak vibration levels at the four community vibration monitoring locations exceeded the 0.015 m/s^2 criterion 104 times at Location A, 161 at Location B, 560 at Location C, and 22 at Location D. None of these incidents were attributable to operation of the Mega Shredder. The majority of high level vibration incidents are attributable to railway activity, especially at Location C, and other incidents are caused by sources local to the monitoring location, such as street traffic. Vibration levels at the monitoring locations reached (A) 0.051 m/s^2, (B) 0.091 m/s^2, (C) 0.140 m/s^2, and (D) 0.023 m/s^2. There are measurable levels of vibration at the monitoring locations which are attributable to operation of the Mega Shredder, but these levels are below the 0.015 m/s^2 criterion. A graph of the vibration data is presented in the appendices.

4.4 Observations and Analysis

It was our observation that the impulsive sound events, which caused sound levels at the monitoring locations near the Sturgis property to exceed the 83 dBA limit, were due to movement of scrap material on the Sturgis property rather than operation of the Mega Shredder. We also observed that operation of the Mega Shredder itself was easily audible at locations immediately adjacent to the Sturgis property and at locations further from the property, particularly along Cleveland Avenue, which has a direct line of sight to the Mega Shredder. Although sound from the Mega Shredder is not causing the impulsive spikes above the City's 83 dBA criterion, sound from the Mega Shredder is raising the ambient sound level at some of the monitoring locations, as indicated by the difference in the daytime hourly average sound level measured when the Mega Shredder was and was not operating (Table 1).

The one exception, where noise from the Mega Shredder itself caused a sound level exceedence at the community sound monitoring locations, was the explosion which took place within the Mega Shredder on August 14th at approximately 07:21:30 AM. The sound level generated by this explosion was 84 dBA at the 1334 Wolf monitoring location and 83 dBA at the 1116 Cleveland monitoring location. At other monitoring locations within the community the sound level generated by the explosion was well below the 83 dBA exceedence criterion.

The sound level monitoring positions were similar in elevation to the second story windows of the houses in the neighborhood. Placing the monitors at this elevation rather than at a lower elevation, such as five feet above grade, gave the monitors nearest to Sturgis (Locations 1 and 6) a less interrupted line of sight to activities on the property. Positions closer to the ground would have been more shielded from Sturgis's operations by Sturgis's perimeter sound wall. The shielding provided by the sound wall would likely have reduced the number of measured exceedences.

5. CONCLUSIONS

Sound generated by scrap material movement on Sturgis's property exceeds the City of Elkhart criterion of 83 dBA at nearby residential locations. Vibration levels at residential locations routinely exceed the 0.015 m/s^2 criterion, but those vibration events are not attributable to operation of the Mega Shredder. Those vibration events are attributable to railway activity and to sources local to individual monitoring locations, such as street traffic.

This concludes our initial monitoring and assessment of sound and vibration. Please let us know if you require any further clarification of our findings.

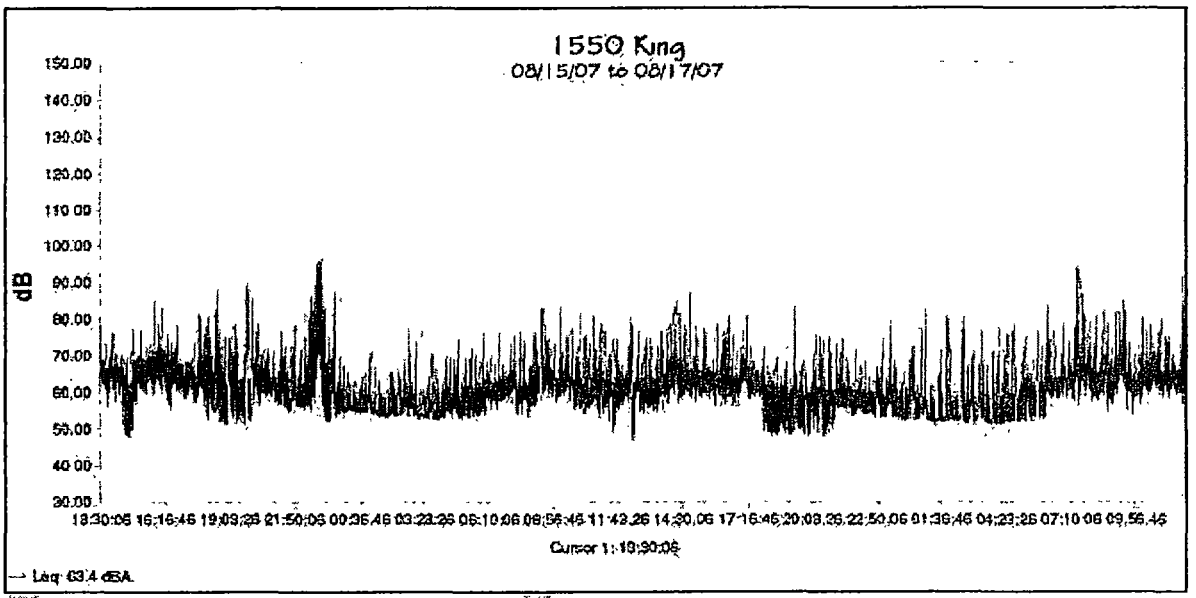
Sincerely,

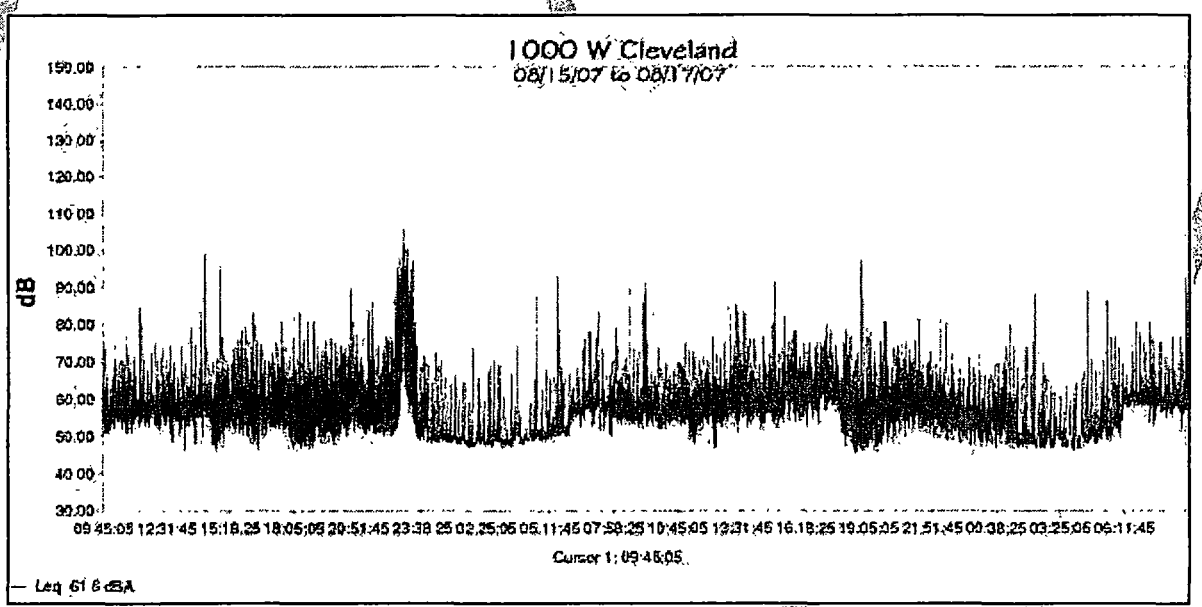
ACOUSTICS BY DESIGN, INC.
Per:

Nathan Sevener

Nathan Sevener, PE
Senior Consultant

Sample Sound Level Data


1550 King
08/15/07 to 08/17/07
dB
150.00
140.00
130.00
120.00
110.00
100.00
90.00
80.00
70.00
60.00
50.00
40.00
30.00
Cursor 1: 19:30:06
Leq 63.4 dBA


1000 W Cleveland
08/15/07 to 08/17/07
dB
150.00
140.00
130.00
120.00
110.00
100.00
90.00
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70.00
60.00
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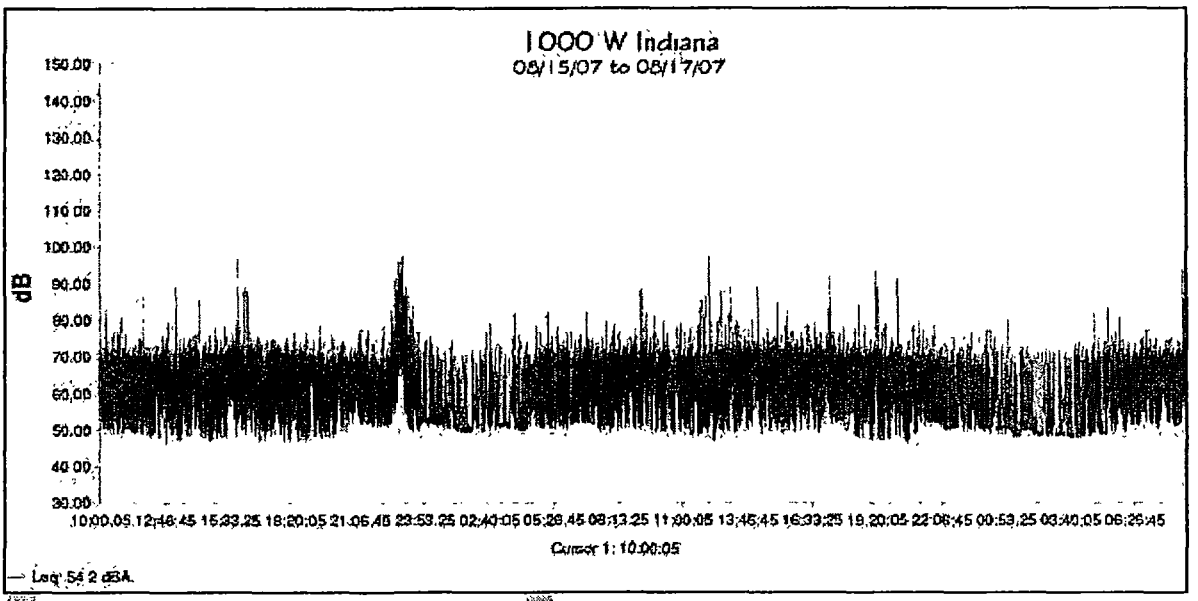
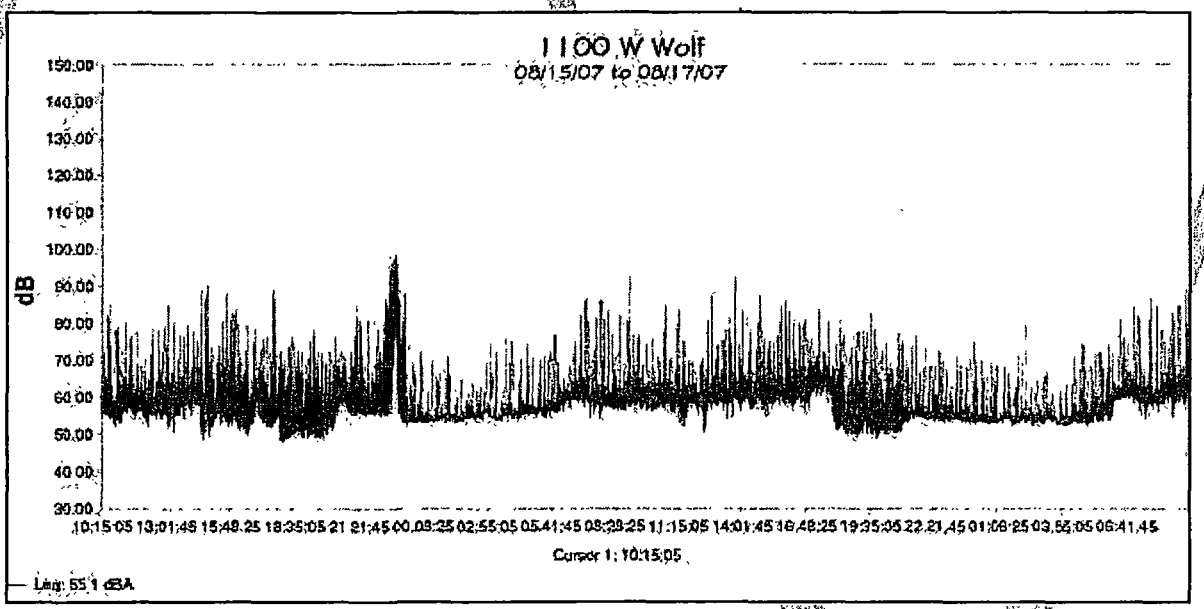
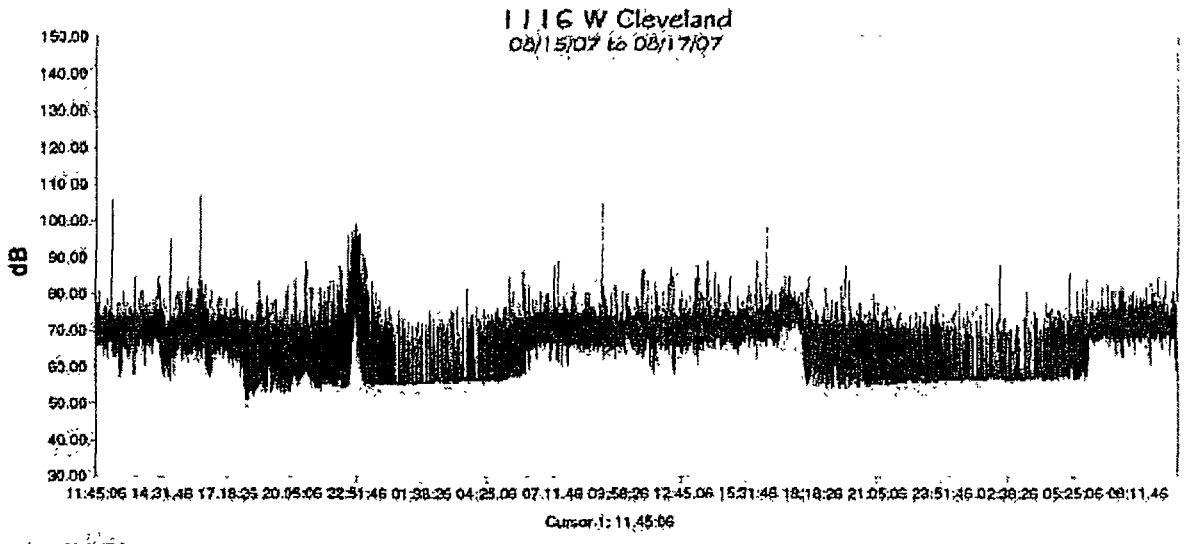
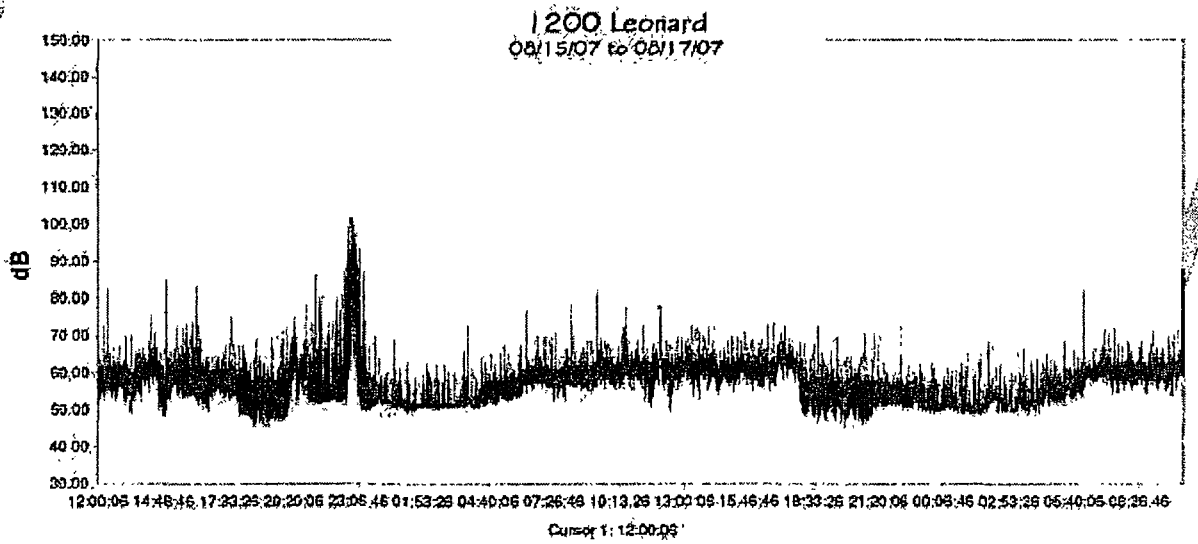
Cursor 1: 09:45:05
Leq 61.6 dBA


1000 W Indiana
08/15/07 to 08/17/07
dB
150.00
140.00
130.00
120.00
110.00
100.00
90.00
80.00
70.00
60.00
50.00
40.00
30.00
10:00:05 12:46:45 15:33:25 18:20:05 21:06:45 23:53:25 02:40:05 05:26:45 08:13:25 11:00:05 13:46:45 16:33:25 19:20:05 22:06:45 00:53:25 03:40:05 06:26:45
Cursor 1: 10:00:05
Leq: 54.2 dBA

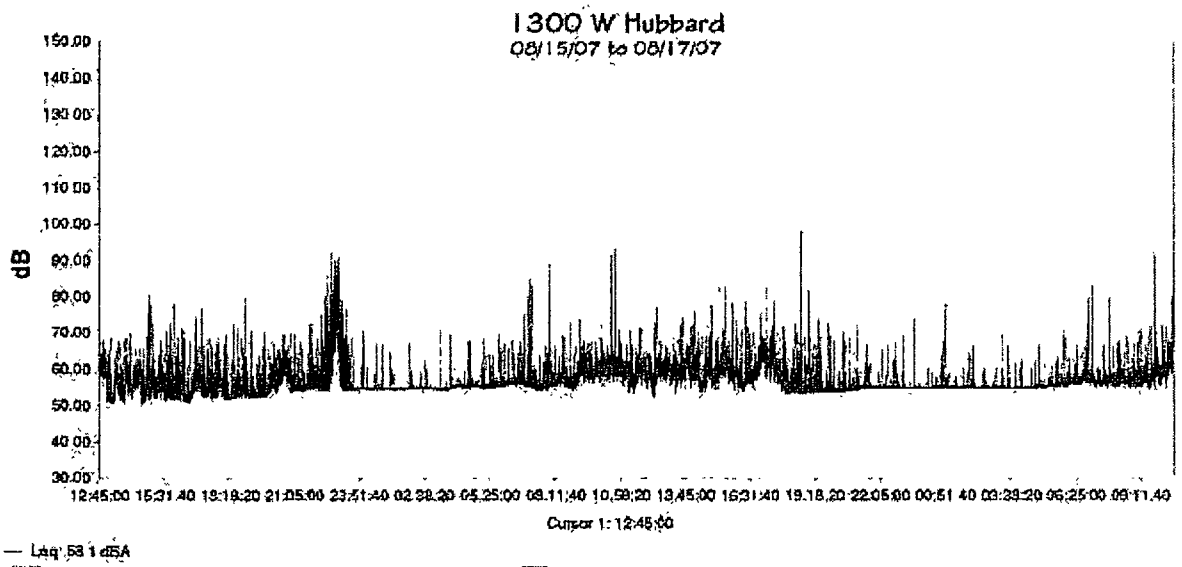

1100 W Wolf
08/15/07 to 08/17/07
dB
150.00
140.00
130.00
120.00
110.00
100.00
90.00
80.00
70.00
60.00
50.00
40.00
30.00
10:15:05 13:01:45 15:48:25 18:35:05 21:21:45 00:08:25 02:55:05 05:41:45 08:28:25 11:15:05 14:01:45 16:48:25 19:35:05 22:21:45 01:08:25 03:55:05 06:41:45
Cursor 1: 10:15:05
Leq: 55.1 dBA

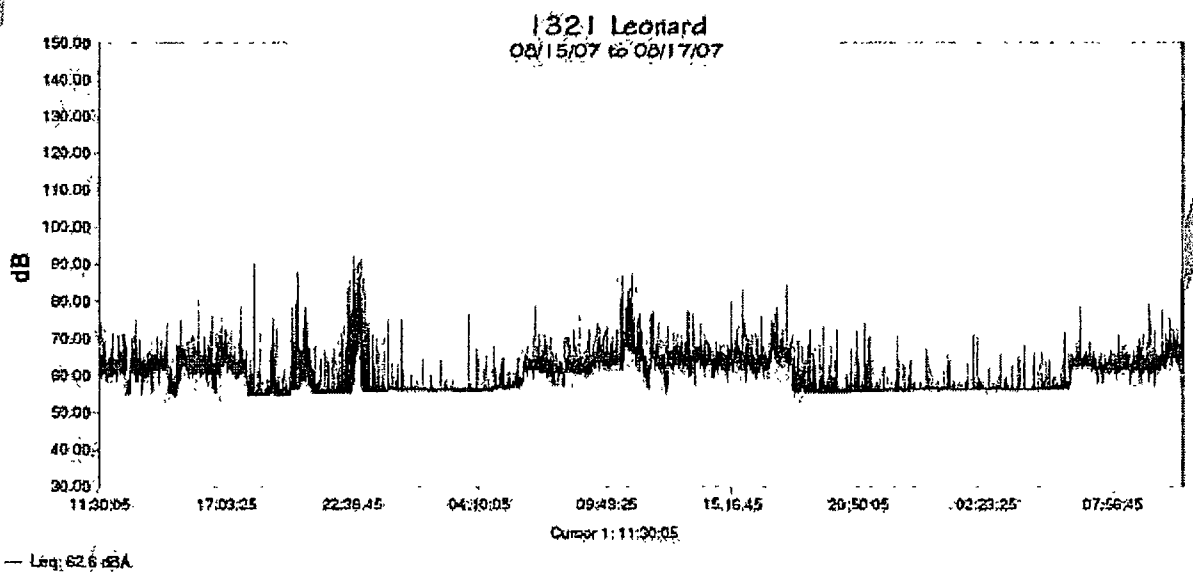


— Leq 66.0 dBA



— Leq 53.7 dBA


1300 W Hubbard
08/15/07 to 08/17/07
dB
150.00
140.00
130.00
120.00
110.00
100.00
90.00
80.00
70.00
60.00
50.00
40.00
30.00
12:45:00 15:31:40 18:18:20 21:05:00 23:51:40 02:38:20 05:25:00 08:11:40 10:58:20 13:45:00 16:31:40 19:18:20 22:05:00 00:51:40 03:38:20 06:25:00 09:11:40
Cursor 1: 12:45:00
— Leq: 58.1 dBA


1321 Leonard
08/15/07 to 08/17/07
dB
150.00
140.00
130.00
120.00
110.00
100.00
90.00
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70.00
60.00
50.00
40.00
30.00
11:30:05 17:03:25 22:36:45 04:10:05 09:43:25 15:16:45 20:50:05 02:23:25 07:56:45
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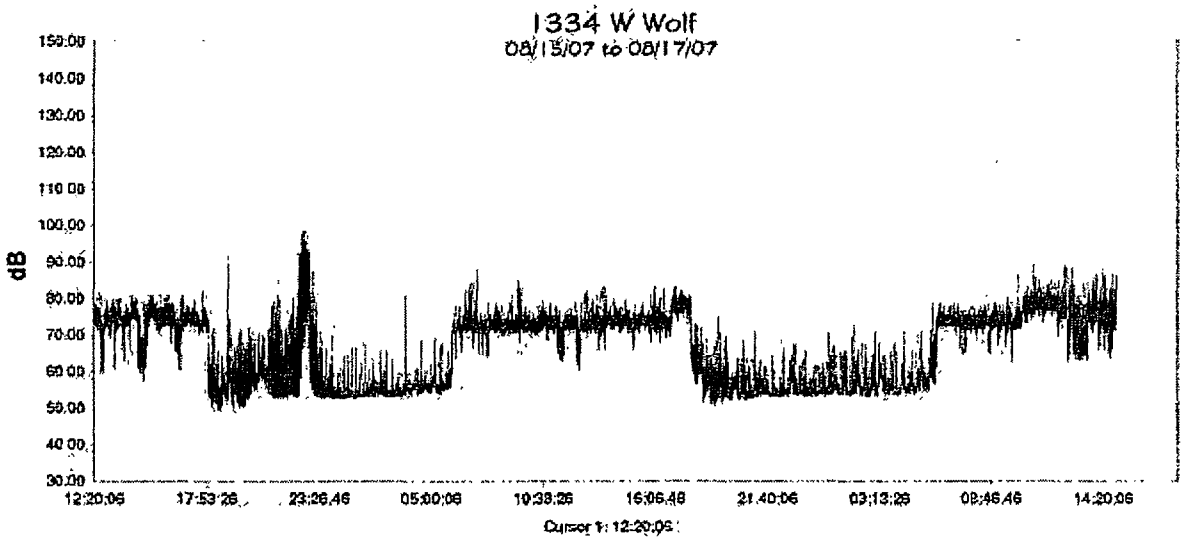
— Leq: 62.6 dBA


1334 W Wolf
08/15/07 to 08/17/07
dB
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140.00
130.00
120.00
110.00
100.00
90.00
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70.00
60.00
50.00
40.00
30.00
12:20:06
17:53:26
23:26:46
05:00:06
10:33:26
16:06:46
21:40:06
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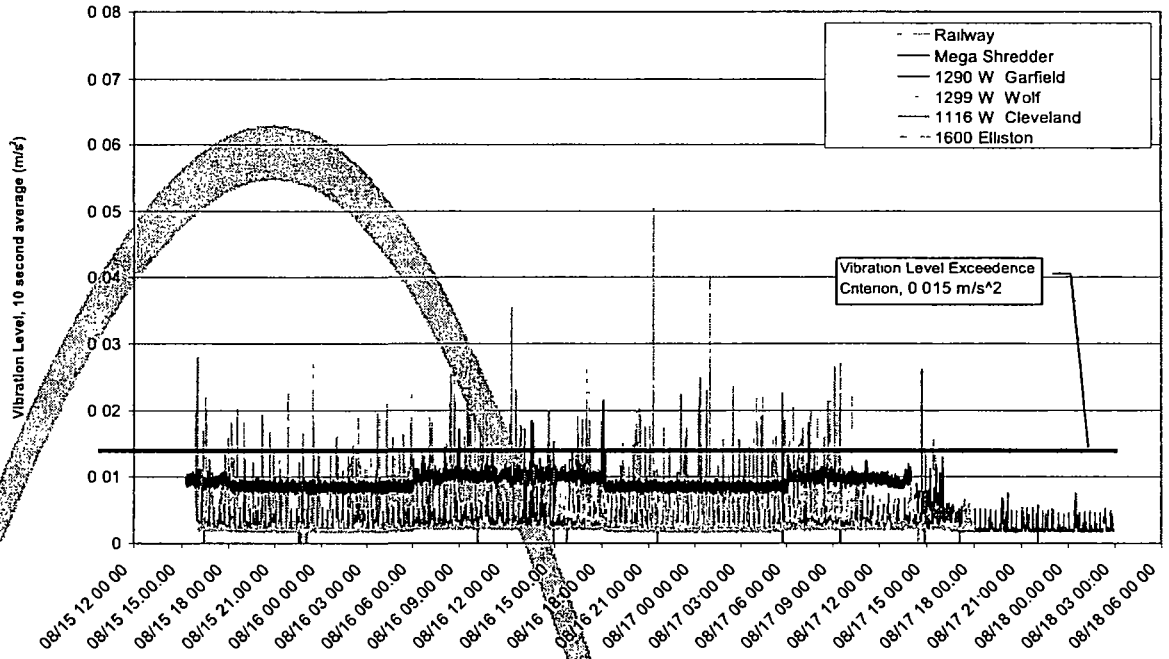
08:46:46
14:20:06
Cursor 1: 12:20:06
Leq: 75.4 dBA

Vibration Data

Measured Vibration Levels



4

Privileged and Confidential
Attorney Work Product
Attorney-Client Communication

Environmental
Resources
Management

3352 128th Avenue
Holland, MI 49424-9263
(616) 399-3500
(616) 399-3777 (fax)
http://www.erm.com

4 August 2004

Mr. John R. Dresser, Esq.
Dresser, Dresser, Haas & Caywood, P.C.
112 South Monroe Street
Sturgis, Michigan 49091

Re: Site Investigation Summary Report
Patrick Paint, 1819 South 14th Street, Elkhart, Indiana

Dear Mr. Dresser:

Environmental Resources Management, Inc. (ERM) performed a site investigation of the above-referenced property consistent with our 23 June 2004 proposal. The objective of the investigation was to obtain site characterization information to assist Sturgis Iron & Metal Co., Inc. (SIM) in its purchase decision. Following is a discussion of the scope of the investigation, investigation methodology, data evaluation, and conclusions.

SCOPE OF INVESTIGATION

Based upon ERM's review of a 3 March 2000 *Phase I Environmental Site Assessment and Limited Compliance Review* prepared by ATC Associates, Inc., ERM selected sampling locations in areas of potential environmental concern. The targeted investigation areas and the borings that addressed these areas are presented in the following table (see Figure 1 in Attachment A for sample locations).

Area of Potential Concern	Boring(s)
Former Roll-Off Hopper (waste paints, solvents)	SB-9, SB-10
Former Outdoor Drum Storage	SB-11, SB-12
Empty Drum Storage Area	SB-3
Discharge Pipes/Depression	NA-groundwater sample only
Paint Room	SB-5, SB-6
Former Wastewater Treatment	SB-4
Wastewater Sludge Storage	SB-16
Waste Caustic Storage	SB-7
Hazardous Waste Storage	SB-7, SB-8
Flammables Building	SB-15
Former Waste Storage	SB-13, SB-14
Former Fuel Oil Tank	SB-2
Stressed Vegetation Area (non-specific)	SB-1
Waste Lubricating Oil/General Storage Area	SB-17

Note: Soil samples from SB-8, -9, -11 and -13 were not submitted for lab analysis

As proposed, at several locations, multiple borings were conducted to increase the probability of locating the areas of concern since precise location information was not available. Soil samples were screened to determine the possible "worst-case" sample for lab analysis from each particular area. Consequently, not all borings had samples collected for laboratory analysis (i.e., soil samples not submitted for analysis include SB-8 at the hazardous waste storage area, SB-9 at the former rolloff area, SB-11 at the former outdoor drum storage area, and SB-13 at the former waste storage area).

Groundwater samples were collected at six locations: TW-1 and TW-2 at the estimated "downgradient" side of the property; TW-3 at the empty drum storage area; TW-4 at the former rolloff storage area and "upgradient" side of the property; TW-5 at the drainage/outfall area; and TW-6 at the northwest side of the property.

INVESTIGATION METHODOLOGY

Borings were advanced with a Geoprobe® drill rig by Paramount Environmental Services of Portage, Indiana. Soil samples were collected continuously for geologic logging and screening with an iso butylene-calibrated photoionization detector (PID). The PID is capable of detecting volatile organic compounds (VOCs), albeit at a higher detection limit than in a laboratory analysis. PID readings were used to select the sample interval for laboratory-analyzed samples. Groundwater samples were collected from temporary wells set within the upper three feet of the water table, which was present at a depth of 15 feet below the natural grade of the site. Boring logs with field observations are presented in Attachment C.

Since there were no indications of potential contamination based on field screening of soil samples (PID readings were all 1 part per million/ppm or less and no visual indications such as staining were noted), all samples selected for laboratory analysis were from 0'-1' below grade, with the exception of SB-17. A coarser rust-colored sand was noted in SB-17 from 3' to 4' below grade, although no indications of contamination were observed. Soils encountered in borings conducted at the site consisted of fine and medium tan sands. At many locations, a trace of black sand/coal fragments was noted just beneath the surface. At SB-1, dried paint residue was noted to a depth of 1 foot beneath the asphalt-paved lot.

Samples collected for laboratory analysis were placed in clean, labeled jars and an iced cooler and transported to e-Lab of Holland, Michigan for analysis under chain-of-custody. Analytical parameters were selected based upon the following rationale:

- Volatile Organic Compounds – associated with solvent, petroleum hydrocarbon and paint usage;
- Polynuclear Aromatic Hydrocarbons (PAHs) – associated with petroleum hydrocarbons and former coal storage;
- Metals – associated with paint wastes, wastewater treatment, electroplating;
- Cyanide – associated with electroplating;
- Polychlorinated Biphenyls (PCBs) – associated with various industrial uses, transformers and other electrical equipment, waste oils, certain paint formulations.

All sampling and analytical methodologies were consistent with U.S. EPA and Indiana Department of Environmental Management (IDEM) protocol.

ANALYTICAL RESULTS

Analytical results are compared to Risk Integrated System of Closures (RISC) cleanup criteria generated by IDEM dated 1 January 2004. Cleanup criteria have been developed for residential and industrial/commercial land uses. The results in Tables 1 (soil) and 2 (groundwater) compare the analytical data for samples collected to both the default residential and industrial closure levels (Attachment B). Residential levels are presented for comparative purposes to levels safe for unrestricted (i.e., residential) land use. The industrial levels are presented for comparative purposes to levels safe for industrial land use. Comparison to residential criteria is made since these are the levels above which a property could be considered contaminated. The laboratory report is included in Attachment D.

Soil Data Evaluation

Exceedances of criteria (residential and/or industrial) were noted in SB-1, SB-3, SB-4, SB-12, SB-14, and SB-17. PCB data is not presented in Table 1 since none were detected.

SB-1: indications of paint waste were noted in this boring just beneath the surface; the metals arsenic, cadmium, hexavalent chromium, lead and zinc were detected above criteria;

SB-3: this boring was conducted in the former empty drum storage area; arsenic, lead and naphthalene were detected above criteria; none, however, exceeded industrial criteria;

SB-4: this boring was conducted in the former wastewater treatment area; arsenic was detected above criteria; however, the level was below industrial criteria;

SB-12: this boring was conducted in the former drum storage area; arsenic, benzene, benzo(a)pyrene and dibenzo(a,h)anthracene were detected above criteria; other hydrocarbons (VOCs and PAHs) were also detected but at levels below residential criteria;

SB-14: this boring was conducted in the former waste storage area; arsenic, trichloroethylene (TCE), and benzo(a)pyrene were detected above criteria; and

SB-17: this boring was conducted in the former oil storage area; lead and TCE were detected above criteria.

Groundwater Data Evaluation

As indicated in Table 2, exceedances of criteria (residential and/or industrial) were noted in TW-4 and TW-6. The common industrial solvents TCE and tetrachloroethylene (PCE) were detected in these groundwater samples (TCE only in TW-4). Metals and PAHs were not detected in groundwater at concentrations exceeding the criteria, which indicates that these soils containing these parameters are not leaching through the soil column to underlying groundwater to a significant degree (due in part to the presence of the building/pavement).

CONCLUSIONS

Following are ERM's conclusions from the site investigation:

1. Groundwater is contaminated with trichloroethylene (TCE), a common industrial solvent and degreaser. TCE was detected at TW-4 and TW-6. Some or all of the TCE could be migrating onto the property from an upgradient site (estimated groundwater flow

direction is northerly). Another common industrial solvent tetrachloroethylene was also detected in TW-6 at concentrations above criteria, and since this compound was not detected in TW-4, it may have been released on the subject property.

2. Soil samples collected from the subject property indicate TCE and benzene are present at concentrations exceeding criteria at several locations. The data suggests releases occurred to soil in the former waste storage area (SB-14), waste lubricating oil/ general storage area (SB-17), outside drum storage areas (SB-3 and -12), and the former waste dumpster area (SB-10/TW-4). Several metals and PAH compounds were also detected. Evidence of paint solids was noted in SB-1, where elevated metals were detected. No other waste materials or evidence of spills/releases were noted by ERM.

3. Although response activities (i.e., actions undertaken to reduce the contaminant concentrations and/or exposure risks) would be necessary to address the identified contaminants to levels that would require no further action by IDEM, there does not appear to be any current unacceptable risk for industrial use of the property. This is based upon the asphalt cover at SB-1 where direct contact risk levels are exceeded, the lack of groundwater use/consumption, and the lack of a threat to indoor air from volatilization of subsurface VOC-impacted soils. However, the source of the VOC impact has not been defined and higher concentrations may be present. Further investigation would be necessary to determine the necessary response activities to meet the IDEM cleanup criteria.

Please feel free to contact me at (616) 738-7340 if you have any questions regarding the proposed work. We appreciate the opportunity to be of service to you.

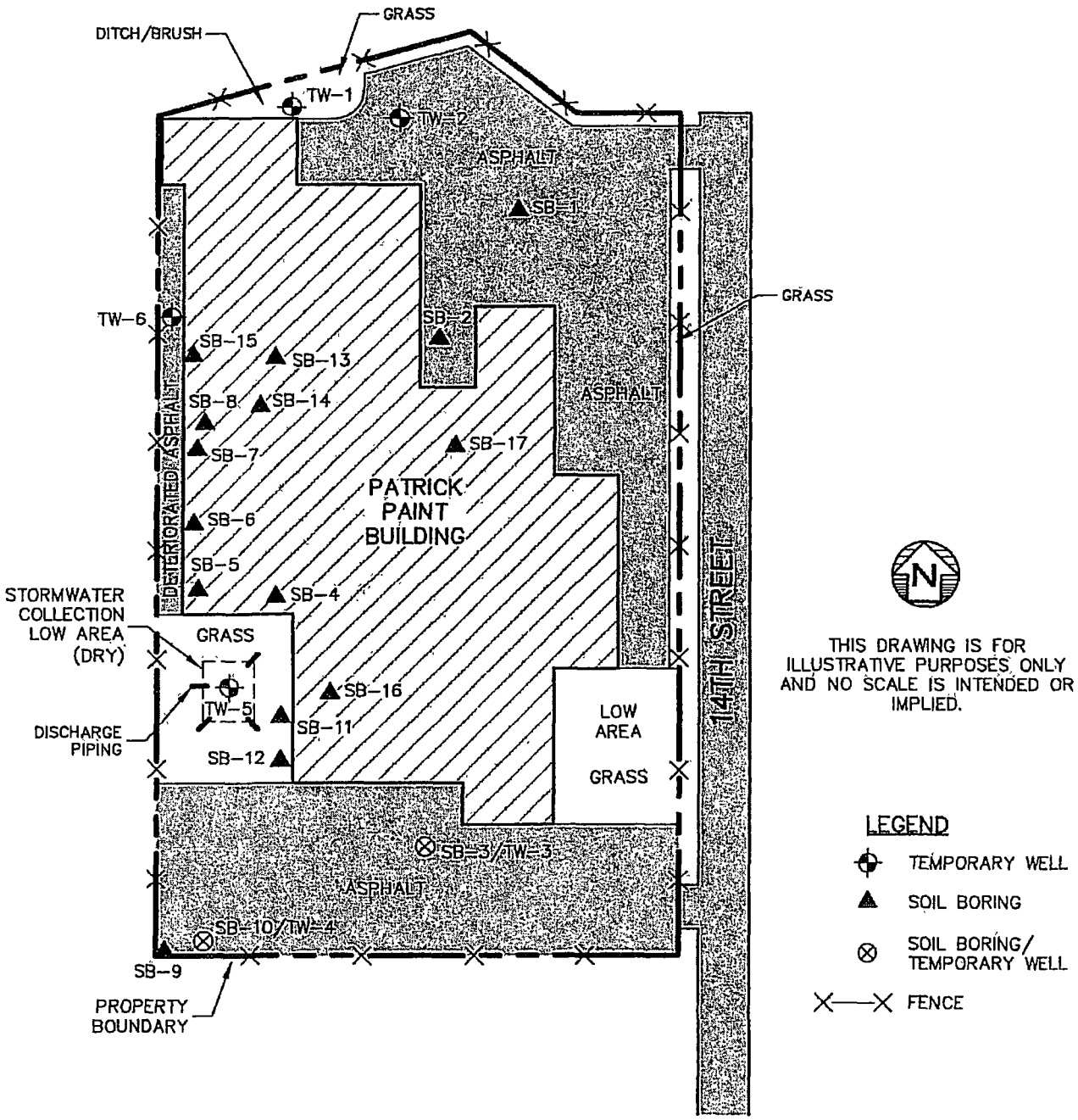
Sincerely,

Thomas P. O'Connell, P.E.
Principal-in-Charge

TPO:rmv
cc: *File*

Attachment A
Figure 1

SITE MAP WITH SAMPLING LOCATIONS



FAK 7/12/04	**STURGIS IRON AND METAL CO.** PATRICK PAINT SITE 1819 14TH STREET, ELKHART, INDIANA	CADD Review RMK
		CHK'D
		0019369
ERM®	Environmental Resources Management	FIGURE 1

R:\CADD\Clnt\Q-T\Sturgis Iron and Metal\0019369\0019369-01 dwg, Layout1, 7/23/2004 12:17:19 PM

Attachment B
Tables

Table 1 Soil Analytical Data Summary
Patrick Paint Site, 1819 14th Street, Elkhart, Indiana

DRAFT

Analyte	RISC Default Industrial Closure Levels (A)	RISC Default Residential Closure Levels (A)	SB-1 (0-1') 07/07/2004	SB-2 (0-1') 07/07/2004	SB-3 (0-1') 07/07/2004	SB-4 (0-1') 07/07/2004	SB-5 (0-1') 07/07/2004	SB-6 (0-1') 07/07/2004	SB-7 (0-1') 07/07/2004	SB-10 (0-1') 07/07/2004	SB-12 (0-1') 07/08/2004	SB-14 (0-1') 07/08/2004	SB-15 (0-1') 07/08/2004	SB-16 (0-1') 07/08/2004	SB-17 (3-4') 07/08/2004
Metals (mg/kg):															
Aluminum	NA	NA	8,900	3,900	8,400	7,800	5,000	5,900	5,500	6,100	4,200	5,800	5,500	6,200	5,200
Arsenic	20	3.9	7.00	2.5	8.2	5.1	2.1	2.5	2.5	2.2	12	4.1	3.1	3.1	3.3
Cadmium	77	7.5	8.4	0.16	1.80	0.08	0.11	0.41	0.07	0.44	0.92	0.49	0.09	0.45	0.53
Chromium, Hexavalent	120	38	56	0.61	2.2	< 0.53	1.0	2.1	0.74	0.69	1.3	1.4	4.9	0.87	1.9
Chromium, Trivalent	10,000	10,000	< 0.59	9.3	14	17	14	11	6.7	8.1	5.0	10	0.8	6.5	24
Copper	2,700	920	24	9.6	42	12	8.2	32	11	150	30	130	4.6	26	18
Lead	230	81	700	17	100	8.1	23	23	6.6	75	48	68	6.9	37	100
Magnesium	NA	NA	4,600	3,600	710	1,300	1,300	2,100	3,100	7,000	3,000	3,000	2,900	3,900	5,700
Mercury	32	2.1	0.08	0.02	0.10	< 0.011	0.02	< 0.0092	< 0.016	0.01	0.03	0.07	0.02	0.05	0.03
Nickel	2,700	950	32	7.50	13	11	21	8.1	9.3	10	9.2	36	7.7	7.8	9.8
Silver	87	31	< 0.27	< 0.25	< 0.26	< 0.23	< 0.24	< 0.23	< 0.22	< 0.23	< 0.24	< 0.24	< 0.24	< 0.23	0.45
Zinc	10,000	10,000	14,000	< 0.51	< 0.53	< 0.45	< 0.48	< 0.46	< 0.45	< 0.45	< 0.48	< 0.49	< 0.49	< 0.45	< 0.47
VOCs (ug/kg):															
Benzene	350	34	< 54	< 43	< 57	< 43	< 43	< 44	< 43	< 43	970	< 46	< 42	< 48	< 44
Chloroform	1,200	470	< 54	< 43	< 57	< 43	< 43	< 44	< 43	< 43	96	< 46	< 42	< 48	< 44
Ethylbenzene	160,000	13,000	< 54	< 43	< 57	< 43	< 43	58	< 43	< 43	210	< 46	< 42	< 48	< 44
m,p-Xylene	NA	NA	< 80	< 64	< 86	< 64	< 65	< 66	< 64	< 65	950	< 69	< 63	< 72	< 66
o-Xylene	NA	NA	< 54	< 43	69	< 43	< 43	98	< 43	< 43	800	70	< 42	< 48	< 44
Toluene	240,000	12,000	< 54	< 43	< 57	< 43	< 43	< 44	< 43	< 43	2,000	75	< 42	< 48	58
Trichloroethene	82	57	< 54	< 43	< 57	< 43	< 43	< 44	< 43	< 43	< 44	2,700	< 42	< 48	310
Xylenes, Total	170,000	170,000	< 120	< 96	< 130	< 96	< 97	< 99	< 97	< 97	1,700	< 100	< 95	< 110	< 98
PAHs (ug/kg):															
Acenaphthene	1,200,000	130,000	17	< 5.0	34	< 5.4	< 4.9	< 5.5	< 5.5	11	380	67	6	< 5.5	27
Acenaphthylene	180,000	18,000	< 35	< 15	39	< 16	< 15	< 16	< 17	30	89	67	< 15	< 16	40
Anthracene	51,000	51,000	130	< 10	130	< 11	< 9.8	< 11	< 11	33	2,100	310	< 9.9	51	140
Benzo(a)anthracene	15,000	5,000	750	29	220	< 11	160	36	130	150	2,800	1,500	66	140	310
Benzo(a)pyrene	1,500	500	400	31	190	< 11	90	74	100	240	1,900	950	< 49	55	230
Benzo(b-k)fluoranthene[1]	15,000	5,000	430	65	410	< 22	150	120	110	500	3,600	1,400	< 99	100	500
Benzo(g,h,i)perylene	16,000	16,000	140	21	70	< 11	55	18	25	77	1,500	420	< 49	34	130
Chrysene	25,000	25,000	360	22	45	< 5.4	< 4.9	40	30	< 5.3	< 5.6	< 5.1	100	15	250
Dibenzo(a,h)anthracene	1,500	500	< 120	< 10	41	< 11	18	< 11	< 11	41	640	360	< 49	17	65
Fluoranthene	880,000	880,000	240	32	640	< 16	94	47	53	180	6,200	1,800	38	140	390
Fluorene	1,100,000	170,000	35	< 10	32	< 11	< 9.8	< 11	13	19	380	90	11	18	33
Indeno(1,2,3-cd)pyrene	3,100	3,100	130	18	74	< 11	46	18	21	90	1,700	710	< 49	31	150
2-Methylnaphthalene	210,000	16,000	200	39	1,100	< 11	< 9.8	34	12	28	390	190	11	82	110
Naphthalene	170,000	700	110	90	1,200	< 16	< 15	18	< 17	23	450	160	< 15	31	120
Phenanthrene	170,000	13,000	450	47	540	< 27	61	90	89	280	2,900	960	49	230	500
Pyrene	570,000	570,000	1,100	50	270	< 16	220	70	93	310	3,800	1,900	< 74	83	390
Cyanide(mg/kg)															
Total[2]	96	0.94	< 0.59	< 0.53	< 0.57	< 0.53	< 0.50	< 0.52	< 0.54	< 0.51	< 0.53	< 0.53	< 0.53	< 0.52	< 0.53

Notes:

For simplification, only compounds detected at one or more locations are shown on this table. For full list of compounds analyzed see laboratory analytical reports.

(A) - From RISC Technical Guide Table A--Default Closure Table--January 1, 2004

Shaded Values Exceed RISC Default Residential Closure Levels

Red-text values exceed RIS Default Industrial Closure Levels

1 Closure Levels are for Benzo(b)fluoranthene, results are for Benzo(b+k)fluoranthene

2 Closure Levels are for Free Cyanide, Sample results are for Total Cyanide.

NA - Criteria Not Available

Table 2 Groundwater Analytical Data Summary
Patrick Paint Site, 1819 14th Street, Elkhart, Indiana

DRAFT

Analyte	RISC Default Industrial Closure Levels (A)	RISC Default Residential Closure Levels (A)	TW-1 (11-16') 07/08/2004	TW-2 (15-16') 07/07/2004	TW-3 (14.5-19') 07/07/2004	TW-4 (15-18') 07/07/2004	TW-5 (9.5-12') 07/08/2004	TW-6 (15-18') 07/08/2004
Metals (mg/L)								
Chromium[1]	0.31	0.10	< 0.0020	0 0026	< 0.0020	< 0 0020	< 0 0020	< 0.0020
Copper	3 8	1.30	< 0.0010	0.0052	0.0013	0 0014	0.003	0 002
Cyanide, Total[2]	2.0	0.20	0 013	0.0078	< 0.0050	0.025	< 0.0050	< 0 0050
Magnesium	NA	NA	13	18	19	17	8 8	23
Nickel	2.0	0 73	0 031	< 0 025	< 0 025	< 0.025	< 0.025	< 0.025
VOCs (ug/L)								
Tetrachloroethene	55	5 0	< 1 0	< 1 0	< 1 0	< 1.0	< 1 0	7.4
Trichloroethene	7.2	5 0	< 1 0	< 1.0	< 1.0	21	< 1.0	9 27
PAHs (ug/L)								
Acenaphthene	4,200	460	< 0.25	6 9	< 0.25	< 0.25	< 0.25	< 0.26
Fluoranthene	210	210	< 0.50	6 7	< 0 50	< 0.50	< 0.50	< 0.51
Cyanide(mg/L)								
Total[2]	2.0	0 20	0 013	0 0078	< 0.0050	0.025	< 0 0050	< 0 0050

Notes:

For simplification, only compounds detected at one or more locations are shown on this table. For full list of compounds analyzed see laboratory analytical reports.

(A) - From RISC Technical Guide Table A--Default Closure Table--January 1, 2004.

1 Closure Levels are for Hexavalent Chromium. Sample results are for total Chromium

2 Closure Levels are for Free Cyanide. Sample results are for Total Cyanide

Shaded Values Exceed RISC Default Residential Closure Levels

Red text values exceed RIS Default Industrial Closure Levels

NA - Criteria Not Available

Attachment C
Soil Boring Logs

Attachment D
Lab Report

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	TW-1 (11-16')
Work Order:	0407134	**Collection Date:**	7/8/2004 4:10:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-01	**Matrix:**	GROUNDWATER

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
MERCURY BY CVAA		**EPA 7470**			Prep Date: **7/12/2004**	Analyst: **JDA**
Mercury	ND	0.00020		mg/L	1	7/12/2004
METALS ANALYSIS BY ICP-MS		**EPA 6020A**			Prep Date: **7/17/2004**	Analyst: **RM**
Aluminum	ND	0.050		mg/L	1	7/17/2004 9:19:00 PM
Arsenic	ND	0.0010		mg/L	1	7/17/2004 9:19:00 PM
Cadmium	ND	0.00020		mg/L	1	7/17/2004 9:19:00 PM
Chromium	ND	0.0020		mg/L	1	7/17/2004 9:19:00 PM
Copper	ND	0.0010		mg/L	1	7/17/2004 9:19:00 PM
Lead	ND	0.0010		mg/L	1	7/17/2004 9:19:00 PM
Magnesium	13	0.10		mg/L	1	7/17/2004 9:19:00 PM
Nickel	0.031	0.025		mg/L	1	7/17/2004 9:19:00 PM
Silver	ND	0.00050		mg/L	1	7/17/2004 9:19:00 PM
Zinc	ND	0.010		mg/L	1	7/17/2004 9:19:00 PM
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS) - SIM		**EPA 8270M**			Prep Date: **7/14/2004**	Analyst: **DAH**
2-Methylnaphthalene	ND	0.25		µg/L	1	7/15/2004 10:43:00 PM
Acenaphthene	ND	0.25		µg/L	1	7/15/2004 10:43:00 PM
Acenaphthylene	ND	0.50		µg/L	1	7/15/2004 10:43:00 PM
Anthracene	ND	0.25		µg/L	1	7/15/2004 10:43:00 PM
Benzo(a)anthracene	ND	0.25		µg/L	1	7/15/2004 10:43:00 PM
Benzo(a)pyrene	ND	0.25		µg/L	1	7/15/2004 10:43:00 PM
Benzo(b-k)fluoranthene	ND	0.25		µg/L	1	7/15/2004 10:43:00 PM
Benzo(g,h,i)perylene	ND	0.25		µg/L	1	7/15/2004 10:43:00 PM
Chrysene	ND	0.50		µg/L	1	7/15/2004 10:43:00 PM
Dibenzo(a,h)anthracene	ND	0.25		µg/L	1	7/15/2004 10:43:00 PM
Fluoranthene	ND	0.50		µg/L	1	7/15/2004 10:43:00 PM
Fluorene	ND	0.50		µg/L	1	7/15/2004 10:43:00 PM
Indeno(1,2,3-cd)pyrene	ND	0.25		µg/L	1	7/15/2004 10:43:00 PM
Naphthalene	ND	0.50		µg/L	1	7/15/2004 10:43:00 PM
Phenanthrene	ND	1.0		µg/L	1	7/15/2004 10:43:00 PM
Pyrene	ND	0.50		µg/L	1	7/15/2004 10:43:00 PM
TARGET COMPOUND LIST (TCL) - VOC		**EPA 8260**				Analyst: **BAT**
1,1,1-Trichloroethane	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
1,1,2,2-Tetrachloroethane	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
1,1,2-Trichloroethane	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
1,1-Dichloroethane	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
1,1-Dichloroethene	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
1,2-Dichloroethane	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
1,2-Dichloropropane	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
2-Butanone	ND	5.0		µg/L	1	7/13/2004 4:50:00 AM

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	TW-1 (11-16')
Work Order:	0407134	**Collection Date:**	7/8/2004 4:10:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-01	**Matrix:**	GROUNDWATER

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
2-Hexanone	ND	5.0		µg/L	1	7/13/2004 4:50:00 AM
4-Methyl-2-pentanone	ND	5.0		µg/L	1	7/13/2004 4:50:00 AM
Acetone	ND	20		µg/L	1	7/13/2004 4:50:00 AM
Benzene	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
Bromodichloromethane	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
Bromoform	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
Bromomethane	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
Carbon disulfide	ND	2.5		µg/L	1	7/13/2004 4:50:00 AM
Carbon tetrachloride	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
Chlorobenzene	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
Chloroethane	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
Chloroform	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
Chloromethane	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
cis-1,2-Dichloroethene	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
cis-1,3-Dichloropropene	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
Dibromochloromethane	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
Ethylbenzene	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
m,p-Xylene	ND	2.0		µg/L	1	7/13/2004 4:50:00 AM
Methylene chloride	ND	5.0		µg/L	1	7/13/2004 4:50:00 AM
o-Xylene	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
Styrene	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
Tetrachloroethene	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
Toluene	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
trans-1,2-Dichloroethene	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
trans-1,3-Dichloropropene	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
Trichloroethene	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
Vinyl chloride	ND	1.0		µg/L	1	7/13/2004 4:50:00 AM
1,2-Dichloroethene, Total	ND	2.0		µg/L	1	7/13/2004 4:50:00 AM
1,3-Dichloropropene, Total	ND	2.0		µg/L	1	7/13/2004 4:50:00 AM
Xylenes, Total	ND	3.0		µg/L	1	7/13/2004 4:50:00 AM
CYANIDE, TOTAL		**EPA 9014**				Analyst: KAE
Cyanide, Total	0.013	0.0050		mg/L	2	7/16/2004

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	TW-2 (15-16')
Work Order:	0407134	**Collection Date:**	7/7/2004 10:15:00 AM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-02	**Matrix:**	GROUNDWATER

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
MERCURY BY CVAA		**EPA 7470**			Prep Date: **7/12/2004**	Analyst: **JDA**
Mercury	ND	0.00020		mg/L	1	7/12/2004
METALS ANALYSIS BY ICP-MS		**EPA 6020A**			Prep Date: **7/17/2004**	Analyst: **RM**
Aluminum	ND	0 050		mg/L	1	7/17/2004 9:24:00 PM
Arsenic	ND	0.0010		mg/L	1	7/17/2004 9:24.00 PM
Cadmium	ND	0.00020		mg/L	1	7/17/2004 9:24:00 PM
Chromium	0.0026	0.0020		mg/L	1	7/17/2004 9:24:00 PM
Copper	0.0052	0.0010		mg/L	1	7/17/2004 9.24:00 PM
Lead	ND	0.0010		mg/L	1	7/17/2004 9:24:00 PM
Magnesium	18	0.10		mg/L	1	7/17/2004 9.24:00 PM
Nickel	ND	0 025		mg/L	1	7/17/2004 9:24:00 PM
Silver	ND	0 00050		mg/L	1	7/17/2004 9:24:00 PM
Zinc	ND	0.010		mg/L	1	7/17/2004 9:24:00 PM
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS) - SIM		**EPA 8270M**			Prep Date: **7/14/2004**	Analyst: **DAH**
2-Methylnaphthalene	ND	0.28		µg/L	1	7/15/2004
Acenaphthene	6.9	2.8		µg/L	10	7/16/2004 12:19:00 PM
Acenaphthylene	ND	5.6		µg/L	10	7/16/2004 12:19:00 PM
Anthracene	ND	2.8		µg/L	10	7/16/2004 12:19:00 PM
Benzo(a)anthracene	ND	2.8		µg/L	10	7/16/2004 12:19:00 PM
Benzo(a)pyrene	ND	2.8		µg/L	10	7/16/2004 12:19:00 PM
Benzo(b-k)fluoranthene	ND	2.8		µg/L	10	7/16/2004 12:19.00 PM
Benzo(g,h,i)perylene	ND	2.8		µg/L	10	7/16/2004 12:19:00 PM
Chrysene	ND	5.6		µg/L	10	7/16/2004 12:19:00 PM
Dibenzo(a,h)anthracene	ND	2.8		µg/L	10	7/16/2004 12:19:00 PM
Fluoranthene	6 7	5.6		µg/L	10	7/16/2004 12:19.00 PM
Fluorene	ND	5.6		µg/L	10	7/16/2004 12:19 00 PM
Indeno(1,2,3-cd)pyrene	ND	2.8		µg/L	10	7/16/2004 12:19 00 PM
Naphthalene	ND	0.56		µg/L	1	7/15/2004
Phenanthrene	ND	11		µg/L	10	7/16/2004 12:19.00 PM
Pyrene	ND	5.6		µg/L	10	7/16/2004 12:19:00 PM
TARGET COMPOUND LIST (TCL) - VOC		**EPA 8260**				Analyst: **BAT**
1,1,1-Trichloroethane	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
1,1,2,2-Tetrachloroethane	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
1,1,2-Trichloroethane	ND	1 0		µg/L	1	7/13/2004 5:24:00 AM
1,1-Dichloroethane	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
1,1-Dichloroethene	ND	1 0		µg/L	1	7/13/2004 5:24:00 AM
1,2-Dichloroethane	ND	1.0		µg/L	1	7/13/2004 5.24:00 AM
1,2-Dichloropropane	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
2-Butanone	ND	5.0		µg/L	1	7/13/2004 5:24:00 AM

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	TW-2 (15-16')
Work Order:	0407134	**Collection Date:**	7/7/2004 10:15:00 AM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-02	**Matrix:**	GROUNDWATER

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
2-Hexanone	ND	5.0		µg/L	1	7/13/2004 5:24:00 AM
4-Methyl-2-pentanone	ND	5.0		µg/L	1	7/13/2004 5:24:00 AM
Acetone	ND	20		µg/L	1	7/13/2004 5:24:00 AM
Benzene	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
Bromodichloromethane	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
Bromoform	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
Bromomethane	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
Carbon disulfide	ND	2.5		µg/L	1	7/13/2004 5:24:00 AM
Carbon tetrachloride	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
Chlorobenzene	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
Chloroethane	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
Chloroform	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
Chloromethane	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
cis-1,2-Dichloroethene	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
cis-1,3-Dichloropropene	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
Dibromochloromethane	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
Ethylbenzene	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
m,p-Xylene	ND	2.0		µg/L	1	7/13/2004 5:24:00 AM
Methylene chloride	ND	5.0		µg/L	1	7/13/2004 5:24:00 AM
o-Xylene	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
Styrene	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
Tetrachloroethene	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
Toluene	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
trans-1,2-Dichloroethene	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
trans-1,3-Dichloropropene	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
Trichloroethene	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
Vinyl chloride	ND	1.0		µg/L	1	7/13/2004 5:24:00 AM
1,2-Dichloroethene, Total	ND	2.0		µg/L	1	7/13/2004 5:24:00 AM
1,3-Dichloropropene, Total	ND	2.0		µg/L	1	7/13/2004 5:24:00 AM
Xylenes, Total	ND	3.0		µg/L	1	7/13/2004 5:24:00 AM
CYANIDE, TOTAL		**EPA 9014**				Analyst: KAE
Cyanide, Total	0.0078	0.0050		mg/L	2	7/16/2004

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	TW-3 (14.5-18')
Work Order:	0407134	**Collection Date:**	7/7/2004 12:15:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-03	**Matrix:**	GROUNDWATER

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
MERCURY BY CVAA			**EPA 7470**		Prep Date: **7/12/2004**	Analyst: **JDA**
Mercury	ND	0.00020		mg/L	1	7/12/2004
METALS ANALYSIS BY ICP-MS			**EPA 6020A**		Prep Date: **7/17/2004**	Analyst: **RM**
Aluminum	ND	0.050		mg/L	1	7/17/2004 9:29:00 PM
Arsenic	ND	0.0010		mg/L	1	7/17/2004 9:29:00 PM
Cadmium	ND	0.00020		mg/L	1	7/17/2004 9:29:00 PM
Chromium	ND	0.0020		mg/L	1	7/17/2004 9:29:00 PM
Copper	0.0013	0.0010		mg/L	1	7/17/2004 9:29:00 PM
Lead	ND	0.0010		mg/L	1	7/17/2004 9:29:00 PM
Magnesium	19	0.10		mg/L	1	7/17/2004 9:29:00 PM
Nickel	ND	0.025		mg/L	1	7/17/2004 9:29:00 PM
Silver	ND	0.00050		mg/L	1	7/17/2004 9:29:00 PM
Zinc	ND	0.010		mg/L	1	7/17/2004 9:29:00 PM
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS) - SIM			**EPA 8270M**		Prep Date: **7/14/2004**	Analyst: **DAH**
2-Methylnaphthalene	ND	0.25		µg/L	1	7/16/2004 12:55:00 PM
Acenaphthene	ND	0.25		µg/L	1	7/16/2004 12:55:00 PM
Acenaphthylene	ND	0.50		µg/L	1	7/16/2004 12:55:00 PM
Anthracene	ND	0.25		µg/L	1	7/16/2004 12:55:00 PM
Benzo(a)anthracene	ND	0.25		µg/L	1	7/16/2004 12:55:00 PM
Benzo(a)pyrene	ND	0.25		µg/L	1	7/16/2004 12:55:00 PM
Benzo(b-k)fluoranthene	ND	0.25		µg/L	1	7/16/2004 12:55:00 PM
Benzo(g,h,i)perylene	ND	0.25		µg/L	1	7/16/2004 12:55:00 PM
Chrysene	ND	0.50		µg/L	1	7/16/2004 12:55:00 PM
Dibenzo(a,h)anthracene	ND	0.25		µg/L	1	7/16/2004 12:55:00 PM
Fluoranthene	ND	0.50		µg/L	1	7/16/2004 12:55:00 PM
Fluorene	ND	0.50		µg/L	1	7/16/2004 12:55:00 PM
Indeno(1,2,3-cd)pyrene	ND	0.25		µg/L	1	7/16/2004 12:55:00 PM
Naphthalene	ND	0.50		µg/L	1	7/16/2004 12:55:00 PM
Phenanthrene	ND	1.0		µg/L	1	7/16/2004 12:55:00 PM
Pyrene	ND	0.50		µg/L	1	7/16/2004 12:55:00 PM
TARGET COMPOUND LIST (TCL) - VOC			**EPA 8260**			Analyst: **BAT**
1,1,1-Trichloroethane	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
1,1,2,2-Tetrachloroethane	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
1,1,2-Trichloroethane	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
1,1-Dichloroethane	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
1,1-Dichloroethene	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
1,2-Dichloroethane	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
1,2-Dichloropropane	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
2-Butanone	ND	5.0		µg/L	1	7/13/2004 5:57:00 AM

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	TW-3 (14.5-18')
Work Order:	0407134	**Collection Date:**	7/7/2004 12:15:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-03	**Matrix:**	GROUNDWATER

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
2-Hexanone	ND	5.0		µg/L	1	7/13/2004 5:57:00 AM
4-Methyl-2-pentanone	ND	5.0		µg/L	1	7/13/2004 5:57:00 AM
Acetone	ND	20		µg/L	1	7/13/2004 5:57:00 AM
Benzene	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
Bromodichloromethane	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
Bromoform	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
Bromomethane	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
Carbon disulfide	ND	2.5		µg/L	1	7/13/2004 5:57:00 AM
Carbon tetrachloride	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
Chlorobenzene	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
Chloroethane	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
Chloroform	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
Chloromethane	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
cis-1,2-Dichloroethene	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
cis-1,3-Dichloropropene	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
Dibromochloromethane	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
Ethylbenzene	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
m,p-Xylene	ND	2.0		µg/L	1	7/13/2004 5:57:00 AM
Methylene chloride	ND	5.0		µg/L	1	7/13/2004 5:57:00 AM
o-Xylene	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
Styrene	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
Tetrachloroethene	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
Toluene	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
trans-1,2-Dichloroethene	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
trans-1,3-Dichloropropene	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
Trichloroethene	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
Vinyl chloride	ND	1.0		µg/L	1	7/13/2004 5:57:00 AM
1,2-Dichloroethene, Total	ND	2.0		µg/L	1	7/13/2004 5:57:00 AM
1,3-Dichloropropene, Total	ND	2.0		µg/L	1	7/13/2004 5:57:00 AM
Xylenes, Total	ND	3.0		µg/L	1	7/13/2004 5:57:00 AM
CYANIDE, TOTAL		**EPA 9014**				Analyst: KAE
Cyanide, Total	ND	0.0050		mg/L	2	7/16/2004

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	TW-4 (15-18')
Work Order:	0407134	**Collection Date:**	7/7/2004 4:30:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-04	**Matrix:**	GROUNDWATER

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
MERCURY BY CVAA			**EPA 7470**		**Prep Date: 7/12/2004**	**Analyst: JDA**
Mercury	ND	0.00020		mg/L	1	7/12/2004
METALS ANALYSIS BY ICP-MS			**EPA 6020A**		**Prep Date: 7/17/2004**	**Analyst: RM**
Aluminum	ND	0.050		mg/L	1	7/17/2004 9:33:00 PM
Arsenic	ND	0.0010		mg/L	1	7/17/2004 9:33:00 PM
Cadmium	ND	0.00020		mg/L	1	7/17/2004 9:33:00 PM
Chromium	ND	0.0020		mg/L	1	7/17/2004 9:33:00 PM
Copper	0.0014	0.0010		mg/L	1	7/17/2004 9:33:00 PM
Lead	ND	0.0010		mg/L	1	7/17/2004 9:33:00 PM
Magnesium	17	0.10		mg/L	1	7/17/2004 9:33:00 PM
Nickel	ND	0.025		mg/L	1	7/17/2004 9:33:00 PM
Silver	ND	0.00050		mg/L	1	7/17/2004 9:33:00 PM
Zinc	ND	0.010		mg/L	1	7/17/2004 9:33:00 PM
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS) - SIM			**EPA 8270M**		**Prep Date: 7/14/2004**	**Analyst: DAH**
2-Methylnaphthalene	ND	0.25		µg/L	1	7/16/2004 1:28:00 AM
Acenaphthene	ND	0.25		µg/L	1	7/16/2004 1:28:00 AM
Acenaphthylene	ND	0.50		µg/L	1	7/16/2004 1:28:00 AM
Anthracene	ND	0.25		µg/L	1	7/16/2004 1:28:00 AM
Benzo(a)anthracene	ND	0.25		µg/L	1	7/16/2004 1:28:00 AM
Benzo(a)pyrene	ND	0.25		µg/L	1	7/16/2004 1:28:00 AM
Benzo(b-k)fluoranthene	ND	0.25		µg/L	1	7/16/2004 1:28:00 AM
Benzo(g,h,i)perylene	ND	0.25		µg/L	1	7/16/2004 1:28:00 AM
Chrysene	ND	0.50		µg/L	1	7/16/2004 1:28:00 AM
Dibenzo(a,h)anthracene	ND	0.25		µg/L	1	7/16/2004 1:28:00 AM
Fluoranthene	ND	0.50		µg/L	1	7/16/2004 1:28:00 AM
Fluorene	ND	0.50		µg/L	1	7/16/2004 1:28:00 AM
Indeno(1,2,3-cd)pyrene	ND	0.25		µg/L	1	7/16/2004 1:28:00 AM
Naphthalene	ND	0.50		µg/L	1	7/16/2004 1:28:00 AM
Phenanthrene	ND	1.0		µg/L	1	7/16/2004 1:28:00 AM
Pyrene	ND	0.50		µg/L	1	7/16/2004 1:28:00 AM
TARGET COMPOUND LIST (TCL) - VOC			**EPA 8260**			**Analyst: BAT**
1,1,1-Trichloroethane	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
1,1,2,2-Tetrachloroethane	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
1,1,2-Trichloroethane	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
1,1-Dichloroethane	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
1,1-Dichloroethene	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
1,2-Dichloroethane	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
1,2-Dichloropropane	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
2-Butanone	ND	5.0		µg/L	1	7/13/2004 6:30:00 AM

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	TW-4 (15-18')
Work Order:	0407134	**Collection Date:**	7/7/2004 4:30:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-04	**Matrix:**	GROUNDWATER

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
2-Hexanone	ND	5.0		µg/L	1	7/13/2004 6:30:00 AM
4-Methyl-2-pentanone	ND	5.0		µg/L	1	7/13/2004 6:30:00 AM
Acetone	ND	20		µg/L	1	7/13/2004 6:30:00 AM
Benzene	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
Bromodichloromethane	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
Bromoform	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
Bromomethane	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
Carbon disulfide	ND	2.5		µg/L	1	7/13/2004 6:30:00 AM
Carbon tetrachloride	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
Chlorobenzene	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
Chloroethane	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
Chloroform	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
Chloromethane	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
cis-1,2-Dichloroethene	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
cis-1,3-Dichloropropene	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
Dibromochloromethane	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
Ethylbenzene	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
m,p-Xylene	ND	2.0		µg/L	1	7/13/2004 6:30:00 AM
Methylene chloride	ND	5.0		µg/L	1	7/13/2004 6:30:00 AM
o-Xylene	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
Styrene	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
Tetrachloroethene	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
Toluene	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
trans-1,2-Dichloroethene	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
trans-1,3-Dichloropropene	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
Trichloroethene	22	1.0		µg/L	1	7/13/2004 6:30:00 AM
Vinyl chloride	ND	1.0		µg/L	1	7/13/2004 6:30:00 AM
1,2-Dichloroethene, Total	ND	2.0		µg/L	1	7/13/2004 6:30:00 AM
1,3-Dichloropropene, Total	ND	2.0		µg/L	1	7/13/2004 6:30:00 AM
Xylenes, Total	ND	3.0		µg/L	1	7/13/2004 6:30:00 AM
CYANIDE, TOTAL		**EPA 9014**				**Analyst: KAE**
Cyanide, Total	0.025	0.0050		mg/L	2	7/16/2004

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	TW-5 (9.5-12')
Work Order:	0407134	**Collection Date:**	7/8/2004 10:00:00 AM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-05	**Matrix:**	GROUNDWATER

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
MERCURY BY CVAA			**EPA 7470**		Prep Date: **7/12/2004**	Analyst: **JDA**
Mercury	ND	0.00020		mg/L	1	7/12/2004
METALS ANALYSIS BY ICP-MS			**EPA 6020A**		Prep Date: **7/17/2004**	Analyst: **RM**
Aluminum	ND	0.050		mg/L	1	7/18/2004 10:11:00 PM
Arsenic	ND	0.0010		mg/L	1	7/17/2004 11:08:00 PM
Cadmium	ND	0.00020		mg/L	1	7/17/2004 11:08:00 PM
Chromium	ND	0.0020		mg/L	1	7/17/2004 11:08:00 PM
Copper	0.0030	0.0010		mg/L	1	7/17/2004 11:08:00 PM
Lead	ND	0.0010		mg/L	1	7/17/2004 11:08:00 PM
Magnesium	8.8	0.10		mg/L	1	7/18/2004 10:11:00 PM
Nickel	ND	0.025		mg/L	1	7/17/2004 11:08:00 PM
Silver	ND	0.00050		mg/L	1	7/17/2004 11:08:00 PM
Zinc	ND	0.010		mg/L	1	7/17/2004 11:08:00 PM
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS) - SIM			**EPA 8270M**		Prep Date: **7/14/2004**	Analyst: **DAH**
2-Methylnaphthalene	ND	0.25		µg/L	1	7/16/2004 2:00:00 AM
Acenaphthene	ND	0.25		µg/L	1	7/16/2004 2:00:00 AM
Acenaphthylene	ND	0.50		µg/L	1	7/16/2004 2:00:00 AM
Anthracene	ND	0.25		µg/L	1	7/16/2004 2:00:00 AM
Benzo(a)anthracene	ND	0.25		µg/L	1	7/16/2004 2:00:00 AM
Benzo(a)pyrene	ND	0.25		µg/L	1	7/16/2004 2:00:00 AM
Benzo(b-k)fluoranthene	ND	0.25		µg/L	1	7/16/2004 2:00:00 AM
Benzo(g,h,i)perylene	ND	0.25		µg/L	1	7/16/2004 2:00:00 AM
Chrysene	ND	0.50		µg/L	1	7/16/2004 2:00:00 AM
Dibenzo(a,h)anthracene	ND	0.25		µg/L	1	7/16/2004 2:00:00 AM
Fluoranthene	ND	0.50		µg/L	1	7/16/2004 2:00:00 AM
Fluorene	ND	0.50		µg/L	1	7/16/2004 2:00:00 AM
Indeno(1,2,3-cd)pyrene	ND	0.25		µg/L	1	7/16/2004 2:00:00 AM
Naphthalene	ND	0.50		µg/L	1	7/16/2004 2:00:00 AM
Phenanthrene	ND	1.0		µg/L	1	7/16/2004 2:00:00 AM
Pyrene	ND	0.50		µg/L	1	7/16/2004 2:00:00 AM
TARGET COMPOUND LIST (TCL) - VOC			**EPA 8260**			Analyst: **BAT**
1,1,1-Trichloroethane	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
1,1,2,2-Tetrachloroethane	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
1,1,2-Trichloroethane	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
1,1-Dichloroethane	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
1,1-Dichloroethene	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
1,2-Dichloroethane	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
1,2-Dichloropropane	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
2-Butanone	ND	5.0		µg/L	1	7/13/2004 7:03:00 AM

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	TW-5 (9.5-12')
Work Order:	0407134	**Collection Date:**	7/8/2004 10:00:00 AM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-05	**Matrix:**	GROUNDWATER

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
2-Hexanone	ND	5.0		µg/L	1	7/13/2004 7:03:00 AM
4-Methyl-2-pentanone	ND	5.0		µg/L	1	7/13/2004 7:03:00 AM
Acetone	ND	20		µg/L	1	7/13/2004 7:03.00 AM
Benzene	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
Bromodichloromethane	ND	1.0		µg/L	1	7/13/2004 7:03.00 AM
Bromoform	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
Bromomethane	ND	1.0		µg/L	1	7/13/2004 7.03.00 AM
Carbon disulfide	ND	2.5		µg/L	1	7/13/2004 7:03:00 AM
Carbon tetrachloride	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
Chlorobenzene	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
Chloroethane	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
Chloroform	ND	1.0		µg/L	1	7/13/2004 7:03.00 AM
Chloromethane	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
cis-1,2-Dichloroethene	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
cis-1,3-Dichloropropene	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
Dibromochloromethane	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
Ethylbenzene	ND	1 0		µg/L	1	7/13/2004 7:03:00 AM
m,p-Xylene	ND	2 0		µg/L	1	7/13/2004 7:03:00 AM
Methylene chloride	ND	5.0		µg/L	1	7/13/2004 7:03:00 AM
o-Xylene	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
Styrene	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
Tetrachloroethene	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
Toluene	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
trans-1,2-Dichloroethene	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
trans-1,3-Dichloropropene	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
Trichloroethene	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
Vinyl chloride	ND	1.0		µg/L	1	7/13/2004 7:03:00 AM
1,2-Dichloroethene, Total	ND	2.0		µg/L	1	7/13/2004 7:03:00 AM
1,3-Dichloropropene, Total	ND	2 0		µg/L	1	7/13/2004 7:03:00 AM
Xylenes, Total	ND	3.0		µg/L	1	7/13/2004 7:03:00 AM
CYANIDE, TOTAL			**EPA 9014**			Analyst. **KAE**
Cyanide, Total	ND	0 0050		mg/L	2	7/16/2004

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	TW-6 (15-18')
Work Order:	0407134	**Collection Date:**	7/8/2004 10:45:00 AM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-06	**Matrix:**	GROUNDWATER

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
MERCURY BY CVAA		**EPA 7470**			Prep Date: **7/12/2004**	Analyst: **JDA**
Mercury	ND	0.00020		mg/L	1	7/12/2004
METALS ANALYSIS BY ICP-MS		**EPA 6020A**			Prep Date: **7/17/2004**	Analyst: **RM**
Aluminum	ND	0.050		mg/L	1	7/18/2004 10:16:00 PM
Arsenic	ND	0.0010		mg/L	1	7/17/2004 11:12:00 PM
Cadmium	ND	0.00020		mg/L	1	7/17/2004 11:12:00 PM
Chromium	ND	0.0020		mg/L	1	7/17/2004 11:12:00 PM
Copper	0.0020	0.0010		mg/L	1	7/17/2004 11:12:00 PM
Lead	ND	0.0010		mg/L	1	7/17/2004 11:12:00 PM
Magnesium	23	0.10		mg/L	1	7/18/2004 10:16:00 PM
Nickel	ND	0.025		mg/L	1	7/17/2004 11:12:00 PM
Silver	ND	0.00050		mg/L	1	7/17/2004 11:12:00 PM
Zinc	ND	0.010		mg/L	1	7/17/2004 11:12:00 PM
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS) - SIM		**EPA 8270M**			Prep Date: **7/14/2004**	Analyst: **DAH**
2-Methylnaphthalene	ND	0.26		µg/L	1	7/16/2004 2:33:00 AM
Acenaphthene	ND	0.26		µg/L	1	7/16/2004 2:33:00 AM
Acenaphthylene	ND	0.51		µg/L	1	7/16/2004 2:33:00 AM
Anthracene	ND	0.26		µg/L	1	7/16/2004 2:33:00 AM
Benzo(a)anthracene	ND	0.26		µg/L	1	7/16/2004 2:33:00 AM
Benzo(a)pyrene	ND	0.26		µg/L	1	7/16/2004 2:33:00 AM
Benzo(b-k)fluoranthene	ND	0.26		µg/L	1	7/16/2004 2:33:00 AM
Benzo(g,h,i)perylene	ND	0.26		µg/L	1	7/16/2004 2:33:00 AM
Chrysene	ND	0.51		µg/L	1	7/16/2004 2:33:00 AM
Dibenzo(a,h)anthracene	ND	0.26		µg/L	1	7/16/2004 2:33:00 AM
Fluoranthene	ND	0.51		µg/L	1	7/16/2004 2:33:00 AM
Fluorene	ND	0.51		µg/L	1	7/16/2004 2:33:00 AM
Indeno(1,2,3-cd)pyrene	ND	0.26		µg/L	1	7/16/2004 2:33:00 AM
Naphthalene	ND	0.51		µg/L	1	7/16/2004 2:33:00 AM
Phenanthrene	ND	1.0		µg/L	1	7/16/2004 2:33:00 AM
Pyrene	ND	0.51		µg/L	1	7/16/2004 2:33:00 AM
TARGET COMPOUND LIST (TCL) - VOC		**EPA 8260**				Analyst: **BAT**
1,1,1-Trichloroethane	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
1,1,2,2-Tetrachloroethane	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
1,1,2-Trichloroethane	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
1,1-Dichloroethane	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
1,1-Dichloroethene	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
1,2-Dichloroethane	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
1,2-Dichloropropane	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
2-Butanone	ND	5.0		µg/L	1	7/13/2004 7:37:00 AM

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	TW-6 (15-18')
Work Order:	0407134	**Collection Date:**	7/8/2004 10:45:00 AM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-06	**Matrix:**	GROUNDWATER

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
2-Hexanone	ND	5.0		µg/L	1	7/13/2004 7:37:00 AM
4-Methyl-2-pentanone	ND	5.0		µg/L	1	7/13/2004 7:37:00 AM
Acetone	ND	20		µg/L	1	7/13/2004 7:37:00 AM
Benzene	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
Bromodichloromethane	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
Bromoform	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
Bromomethane	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
Carbon disulfide	ND	2.5		µg/L	1	7/13/2004 7:37:00 AM
Carbon tetrachloride	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
Chlorobenzene	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
Chloroethane	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
Chloroform	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
Chloromethane	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
cis-1,2-Dichloroethene	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
cis-1,3-Dichloropropene	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
Dibromochloromethane	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
Ethylbenzene	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
m,p-Xylene	ND	2.0		µg/L	1	7/13/2004 7:37:00 AM
Methylene chloride	ND	5.0		µg/L	1	7/13/2004 7:37:00 AM
o-Xylene	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
Styrene	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
Tetrachloroethene	7.4	1.0		µg/L	1	7/13/2004 7:37:00 AM
Toluene	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
trans-1,2-Dichloroethene	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
trans-1,3-Dichloropropene	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
Trichloroethene	.27	1.0		µg/L	1	7/13/2004 7:37:00 AM
Vinyl chloride	ND	1.0		µg/L	1	7/13/2004 7:37:00 AM
1,2-Dichloroethene, Total	ND	2.0		µg/L	1	7/13/2004 7:37:00 AM
1,3-Dichloropropene, Total	ND	2.0		µg/L	1	7/13/2004 7:37:00 AM
Xylenes, Total	ND	3.0		µg/L	1	7/13/2004 7:37:00 AM
CYANIDE, TOTAL		**EPA 9014**				Analyst: KAE
Cyanide, Total	ND	0.0050		mg/L	2	7/16/2004

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-1 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 11:05:00 AM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-07	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
PCBS			**EPA 8082**		Prep Date: **7/15/2004**	Analyst: **RM**
Aroclor 1016	ND	67		µg/Kg-dry	1	7/17/2004 2:53:08 PM
Aroclor 1221	ND	67		µg/Kg-dry	1	7/17/2004 2:53:08 PM
Aroclor 1232	ND	67		µg/Kg-dry	1	7/17/2004 2:53:08 PM
Aroclor 1242	ND	67		µg/Kg-dry	1	7/17/2004 2:53:08 PM
Aroclor 1248	ND	67		µg/Kg-dry	1	7/17/2004 2:53:08 PM
Aroclor 1254	ND	67		µg/Kg-dry	1	7/17/2004 2:53:08 PM
Aroclor 1260	ND	67		µg/Kg-dry	1	7/17/2004 2:53:08 PM
MERCURY BY CVAA			**EPA 7471**		Prep Date: **7/16/2004**	Analyst: **JDA**
Mercury	0.082	0.0089		mg/Kg-dry	1	7/16/2004
METALS ANALYSIS BY ICP-MS			**EPA 6020A**		Prep Date: **7/16/2004**	Analyst: **RM**
Aluminum	8,900	540		mg/Kg-dry	1000	7/18/2004 8:31:00 PM
Arsenic	88	0.54		mg/Kg-dry	10	7/18/2004 8:40:00 PM
Cadmium	8.4	0.027		mg/Kg-dry	1	7/18/2004 1:20:00 AM
Chromium	56	0.27		mg/Kg-dry	1	7/18/2004 1:20:00 AM
Copper	24	0.54		mg/Kg-dry	1	7/18/2004 1:20:00 AM
Lead	700	54		mg/Kg-dry	100	7/18/2004 8:35:00 PM
Magnesium	4,600	16		mg/Kg-dry	10	7/18/2004 8:40:00 PM
Nickel	32	0.54		mg/Kg-dry	1	7/18/2004 1:20:00 AM
Silver	ND	0.27		mg/Kg-dry	1	7/18/2004 1:20:00 AM
Zinc	14,000	540		mg/Kg-dry	1000	7/18/2004 8:31:00 PM
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS) - SIM			**EPA 8270M**		Prep Date: **7/14/2004**	Analyst: **DAH**
2-Methylnaphthalene	200	23		µg/Kg-dry	1	7/16/2004 3:06:00 PM
Acenaphthene	17	12		µg/Kg-dry	1	7/16/2004 3:06:00 PM
Acenaphthylene	ND	35		µg/Kg-dry	1	7/16/2004 3:06:00 PM
Anthracene	130	23		µg/Kg-dry	1	7/16/2004 3:06:00 PM
Benzo(a)anthracene	750	120		µg/Kg-dry	5	7/21/2004 3:39:00 AM
Benzo(a)pyrene	400	120		µg/Kg-dry	5	7/21/2004 3:39:00 AM
Benzo(b-k)fluoranthene	430	230		µg/Kg-dry	5	7/21/2004 3:39:00 AM
Benzo(g,h,i)perylene	140	120		µg/Kg-dry	5	7/21/2004 3:39:00 AM
Chrysene	360	58		µg/Kg-dry	5	7/21/2004 3:39:00 AM
Dibenzo(a,h)anthracene	ND	120		µg/Kg-dry	5	7/21/2004 3:39:00 AM
Fluoranthene	240	35		µg/Kg-dry	1	7/16/2004 3:06:00 PM
Fluorene	35	23		µg/Kg-dry	1	7/16/2004 3:06:00 PM
Indeno(1,2,3-cd)pyrene	130	120		µg/Kg-dry	5	7/21/2004 3:39:00 AM
Naphthalene	110	35		µg/Kg-dry	1	7/16/2004 3:06:00 PM
Phenanthrene	450	58		µg/Kg-dry	1	7/16/2004 3:06:00 PM
Pyrene	1,100	170		µg/Kg-dry	5	7/21/2004 3:39:00 AM

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S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-1 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 11:05:00 AM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-07	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
TARGET COMPOUND LIST (TCL) - VOC		**EPA 8260**				**Analyst: DAH**
1,1,1-Trichloroethane	ND	54		µg/Kg-dry	114	7/12/2004
1,1,2,2-Tetrachloroethane	ND	80		µg/Kg-dry	114	7/12/2004
1,1,2-Trichloroethane	ND	54		µg/Kg-dry	114	7/12/2004
1,1-Dichloroethane	ND	54		µg/Kg-dry	114	7/12/2004
1,1-Dichloroethene	ND	54		µg/Kg-dry	114	7/12/2004
1,2-Dichloroethane	ND	54		µg/Kg-dry	114	7/12/2004
1,2-Dichloropropane	ND	54		µg/Kg-dry	114	7/12/2004
2-Butanone	ND	200		µg/Kg-dry	114	7/12/2004
2-Hexanone	ND	200		µg/Kg-dry	114	7/12/2004
4-Methyl-2-pentanone	ND	200		µg/Kg-dry	114	7/12/2004
Acetone	ND	600		µg/Kg-dry	114	7/12/2004
Benzene	ND	54		µg/Kg-dry	114	7/12/2004
Bromodichloromethane	ND	80		µg/Kg-dry	114	7/12/2004
Bromoform	ND	80		µg/Kg-dry	114	7/12/2004
Bromomethane	ND	200		µg/Kg-dry	114	7/12/2004
Carbon disulfide	ND	200		µg/Kg-dry	114	7/12/2004
Carbon tetrachloride	ND	54		µg/Kg-dry	114	7/12/2004
Chlorobenzene	ND	54		µg/Kg-dry	114	7/12/2004
Chloroethane	ND	200		µg/Kg-dry	114	7/12/2004
Chloroform	ND	54		µg/Kg-dry	114	7/12/2004
Chloromethane	ND	200		µg/Kg-dry	114	7/12/2004
cis-1,2-Dichloroethene	ND	54		µg/Kg-dry	114	7/12/2004
cis-1,3-Dichloropropene	ND	54		µg/Kg-dry	114	7/12/2004
Dibromochloromethane	ND	80		µg/Kg-dry	114	7/12/2004
Ethylbenzene	ND	54		µg/Kg-dry	114	7/12/2004
m,p-Xylene	ND	80		µg/Kg-dry	114	7/12/2004
Methylene chloride	ND	270		µg/Kg-dry	114	7/12/2004
o-Xylene	ND	54		µg/Kg-dry	114	7/12/2004
Styrene	ND	54		µg/Kg-dry	114	7/12/2004
Tetrachloroethene	ND	54		µg/Kg-dry	114	7/12/2004
Toluene	ND	54		µg/Kg-dry	114	7/12/2004
trans-1,2-Dichloroethene	ND	54		µg/Kg-dry	114	7/12/2004
trans-1,3-Dichloropropene	ND	54		µg/Kg-dry	114	7/12/2004
Trichloroethene	ND	54		µg/Kg-dry	114	7/12/2004
Vinyl chloride	ND	80		µg/Kg-dry	114	7/12/2004
1,2-Dichloroethene, Total	ND	80		µg/Kg-dry	114	7/12/2004
1,3-Dichloropropene, Total	ND	80		µg/Kg-dry	114	7/12/2004
Xylenes, Total	ND	120		µg/Kg-dry	114	7/12/2004
CYANIDE, TOTAL		**EPA 9014**				**Analyst: KAE**

Qualifiers:

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S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-1 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 11:05:00 AM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-07	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
Cyanide, Total	ND	0.59		mg/Kg-dry	1	7/16/2004
CHROMIUM, TRIVALENT			**CALCULATION**			Analyst: **JJG**
Chromium, Trivalent	ND	0.59		mg/Kg-dry	1	7/19/2004
CHROMIUM, HEXAVALENT			**EPA 7196A**		Prep Date: **7/14/2004**	Analyst: **JJG**
Chromium, Hexavalent	56	5.6		mg/Kg-dry	10	7/16/2004
PERCENT MOISTURE			**EPA 160.3**			Analyst: **KAE**
Percent Moisture	15	0.010		% of sample.	1	7/12/2004

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* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-2 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 11:35:00 AM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-08	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
PCBS			**EPA 8082**		Prep Date: **7/15/2004**	Analyst: **RM**
Aroclor 1016	ND	61		µg/Kg-dry	1	7/17/2004 3:30:30 PM
Aroclor 1221	ND	61		µg/Kg-dry	1	7/17/2004 3:30:30 PM
Aroclor 1232	ND	61		µg/Kg-dry	1	7/17/2004 3:30:30 PM
Aroclor 1242	ND	61		µg/Kg-dry	1	7/17/2004 3:30:30 PM
Aroclor 1248	ND	61		µg/Kg-dry	1	7/17/2004 3:30:30 PM
Aroclor 1254	ND	61		µg/Kg-dry	1	7/17/2004 3:30:30 PM
Aroclor 1260	ND	61		µg/Kg-dry	1	7/17/2004 3:30:30 PM
MERCURY BY CVAA			**EPA 7471**		Prep Date: **7/16/2004**	Analyst: **JDA**
Mercury	0.015	0.013		mg/Kg-dry	1	7/16/2004
METALS ANALYSIS BY ICP-MS			**EPA 6020A**		Prep Date: **7/16/2004**	Analyst: **RM**
Aluminum	3,900	51		mg/Kg-dry	100	7/18/2004 10:21:00 PM
Arsenic	2.5	0.051		mg/Kg-dry	1	7/17/2004 4:37:00 PM
Cadmium	0.16	0.025		mg/Kg-dry	1	7/17/2004 4:37:00 PM
Chromium	9.9	0.25		mg/Kg-dry	1	7/17/2004 4:37:00 PM
Copper	9.6	0.51		mg/Kg-dry	1	7/17/2004 4:37:00 PM
Lead	17	0.51		mg/Kg-dry	1	7/17/2004 4:37:00 PM
Magnesium	3,600	1.5		mg/Kg-dry	1	7/17/2004 4:37:00 PM
Nickel	7.5	0.51		mg/Kg-dry	1	7/17/2004 4:37:00 PM
Silver	ND	0.25		mg/Kg-dry	1	7/17/2004 4:37:00 PM
Zinc	ND	0.51		mg/Kg-dry	1	7/17/2004 4:37:00 PM
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS) - SIM			**EPA 8270M**		Prep Date: **7/14/2004**	Analyst: **DAH**
2-Methylnaphthalene	39	10		µg/Kg-dry	1	7/16/2004 10:07:00 AM
Acenaphthene	ND	5.0		µg/Kg-dry	1	7/16/2004 10:07:00 AM
Acenaphthylene	ND	15		µg/Kg-dry	1	7/16/2004 10:07:00 AM
Anthracene	ND	10		µg/Kg-dry	1	7/16/2004 10:07:00 AM
Benzo(a)anthracene	29	10		µg/Kg-dry	1	7/16/2004 10:07:00 AM
Benzo(a)pyrene	31	10		µg/Kg-dry	1	7/16/2004 10:07:00 AM
Benzo(b-k)fluoranthene	65	20		µg/Kg-dry	1	7/16/2004 10:07:00 AM
Benzo(g,h,i)perylene	21	10		µg/Kg-dry	1	7/16/2004 10:07:00 AM
Chrysene	22	5.0		µg/Kg-dry	1	7/16/2004 10:07:00 AM
Dibenzo(a,h)anthracene	ND	10		µg/Kg-dry	1	7/16/2004 10:07:00 AM
Fluoranthene	32	15		µg/Kg-dry	1	7/16/2004 10:07:00 AM
Fluorene	ND	10		µg/Kg-dry	1	7/16/2004 10:07:00 AM
Indeno(1,2,3-cd)pyrene	18	10		µg/Kg-dry	1	7/16/2004 10:07:00 AM
Naphthalene	90	15		µg/Kg-dry	1	7/16/2004 10:07:00 AM
Phenanthrene	47	25		µg/Kg-dry	1	7/16/2004 10:07:00 AM
Pyrene	50	15		µg/Kg-dry	1	7/16/2004 10:07:00 AM

Qualifiers:

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e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-2 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 11:35:00 AM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-08	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
TARGET COMPOUND LIST (TCL) - VOC			**EPA 8260**			Analyst: DAH
1,1,1-Trichloroethane	ND	43		µg/Kg-dry	100	7/12/2004
1,1,2,2-Tetrachloroethane	ND	64		µg/Kg-dry	100	7/12/2004
1,1,2-Trichloroethane	ND	43		µg/Kg-dry	100	7/12/2004
1,1-Dichloroethane	ND	43		µg/Kg-dry	100	7/12/2004
1,1-Dichloroethene	ND	43		µg/Kg-dry	100	7/12/2004
1,2-Dichloroethane	ND	43		µg/Kg-dry	100	7/12/2004
1,2-Dichloropropane	ND	43		µg/Kg-dry	100	7/12/2004
2-Butanone	ND	160		µg/Kg-dry	100	7/12/2004
2-Hexanone	ND	160		µg/Kg-dry	100	7/12/2004
4-Methyl-2-pentanone	ND	160		µg/Kg-dry	100	7/12/2004
Acetone	ND	480		µg/Kg-dry	100	7/12/2004
Benzene	ND	43		µg/Kg-dry	100	7/12/2004
Bromodichloromethane	ND	64		µg/Kg-dry	100	7/12/2004
Bromoform	ND	64		µg/Kg-dry	100	7/12/2004
Bromomethane	ND	160		µg/Kg-dry	100	7/12/2004
Carbon disulfide	ND	160		µg/Kg-dry	100	7/12/2004
Carbon tetrachloride	ND	43		µg/Kg-dry	100	7/12/2004
Chlorobenzene	ND	43		µg/Kg-dry	100	7/12/2004
Chloroethane	ND	160		µg/Kg-dry	100	7/12/2004
Chloroform	ND	43		µg/Kg-dry	100	7/12/2004
Chloromethane	ND	160		µg/Kg-dry	100	7/12/2004
cis-1,2-Dichloroethene	ND	43		µg/Kg-dry	100	7/12/2004
cis-1,3-Dichloropropene	ND	43		µg/Kg-dry	100	7/12/2004
Dibromochloromethane	ND	64		µg/Kg-dry	100	7/12/2004
Ethylbenzene	ND	43		µg/Kg-dry	100	7/12/2004
m,p-Xylene	ND	64		µg/Kg-dry	100	7/12/2004
Methylene chloride	ND	210		µg/Kg-dry	100	7/12/2004
o-Xylene	ND	43		µg/Kg-dry	100	7/12/2004
Styrene	ND	43		µg/Kg-dry	100	7/12/2004
Tetrachloroethene	ND	43		µg/Kg-dry	100	7/12/2004
Toluene	ND	43		µg/Kg-dry	100	7/12/2004
trans-1,2-Dichloroethene	ND	43		µg/Kg-dry	100	7/12/2004
trans-1,3-Dichloropropene	ND	43		µg/Kg-dry	100	7/12/2004
Trichloroethene	ND	43		µg/Kg-dry	100	7/12/2004
Vinyl chloride	ND	64		µg/Kg-dry	100	7/12/2004
1,2-Dichloroethene, Total	ND	64		µg/Kg-dry	100	7/12/2004
1,3-Dichloropropene, Total	ND	64		µg/Kg-dry	100	7/12/2004
Xylenes, Total	ND	96		µg/Kg-dry	100	7/12/2004
CYANIDE, TOTAL			**EPA 9014**			Analyst: KAE

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P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-2 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 11:35:00 AM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-08	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
Cyanide, Total	ND	0.53		mg/Kg-dry	1	7/16/2004
CHROMIUM, TRIVALENT			**CALCULATION**			Analyst: **JJG**
Chromium, Trivalent	9.3	0.53		mg/Kg-dry	1	7/19/2004
CHROMIUM, HEXAVALENT			**EPA 7196A**		Prep Date: **7/14/2004**	Analyst: **JJG**
Chromium, Hexavalent	0.61	0.52		mg/Kg-dry	1	7/16/2004
PERCENT MOISTURE			**EPA 160.3**			Analyst: **KAE**
Percent Moisture	5.9	0.010		% of sample	1	7/12/2004

Qualifiers:

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J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-3 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 12:05:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-09	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
PCBS			**EPA 8082**		Prep Date. **7/15/2004**	Analyst: **RM**
Aroclor 1016	ND	68		µg/Kg-dry	1	7/17/2004 4:07:44 PM
Aroclor 1221	ND	68		µg/Kg-dry	1	7/17/2004 4:07:44 PM
Aroclor 1232	ND	68		µg/Kg-dry	1	7/17/2004 4:07:44 PM
Aroclor 1242	ND	68		µg/Kg-dry	1	7/17/2004 4:07:44 PM
Aroclor 1248	ND	68		µg/Kg-dry	1	7/17/2004 4:07:44 PM
Aroclor 1254	ND	68		µg/Kg-dry	1	7/17/2004 4:07:44 PM
Aroclor 1260	ND	68		µg/Kg-dry	1	7/17/2004 4:07:44 PM
MERCURY BY CVAA			**EPA 7471**		Prep Date: **7/16/2004**	Analyst: **JDA**
Mercury	0.10	0.015		mg/Kg-dry	1	7/16/2004
METALS ANALYSIS BY ICP-MS			**EPA 6020A**		Prep Date: **7/16/2004**	Analyst: **RM**
Aluminum	8,400	260		mg/Kg-dry	500	7/18/2004 10:25:00 PM
Arsenic	8.2	0.053		mg/Kg-dry	1	7/17/2004 4:41:00 PM
Cadmium	1.8	0.026		mg/Kg-dry	1	7/17/2004 4:41:00 PM
Chromium	16	0.26		mg/Kg-dry	1	7/17/2004 4:41:00 PM
Copper	42	0.53		mg/Kg-dry	1	7/17/2004 4:41:00 PM
Lead	100	5.3		mg/Kg-dry	10	7/18/2004 8:07:00 PM
Magnesium	710	1.6		mg/Kg-dry	1	7/17/2004 4:41:00 PM
Nickel	13	0.53		mg/Kg-dry	1	7/17/2004 4:41:00 PM
Silver	ND	0.26		mg/Kg-dry	1	7/17/2004 4:41:00 PM
Zinc	ND	0.53		mg/Kg-dry	1	7/17/2004 4:41:00 PM
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS) - SIM			**EPA 8270M**		Prep Date: **7/14/2004**	Analyst: **DAH**
2-Methylnaphthalene	1,100	110		µg/Kg-dry	10	7/21/2004 12:20:00 PM
Acenaphthene	34	5.6		µg/Kg-dry	1	7/16/2004 10:40:00 AM
Acenaphthylene	39	17		µg/Kg-dry	1	7/16/2004 10:40:00 AM
Anthracene	130	11		µg/Kg-dry	1	7/16/2004 10:40:00 AM
Benzo(a)anthracene	220	11		µg/Kg-dry	1	7/16/2004 10:40:00 AM
Benzo(a)pyrene	190	11		µg/Kg-dry	1	7/16/2004 10:40:00 AM
Benzo(b-k)fluoranthene	410	22		µg/Kg-dry	1	7/16/2004 10:40:00 AM
Benzo(g,h,i)perylene	70	11		µg/Kg-dry	1	7/16/2004 10:40:00 AM
Chrysene	45	5.6		µg/Kg-dry	1	7/16/2004 10:40:00 AM
Dibenzo(a,h)anthracene	41	11		µg/Kg-dry	1	7/16/2004 10:40:00 AM
Fluoranthene	640	17		µg/Kg-dry	1	7/16/2004 10:40:00 AM
Fluorene	32	11		µg/Kg-dry	1	7/16/2004 10:40:00 AM
Indeno(1,2,3-cd)pyrene	74	11		µg/Kg-dry	1	7/16/2004 10:40:00 AM
Naphthalene	1,200	170		µg/Kg-dry	10	7/21/2004 12:20:00 PM
Phenanthrene	540	280		µg/Kg-dry	10	7/21/2004 12:20:00 PM
Pyrene	270	17		µg/Kg-dry	1	7/16/2004 10:40:00 AM

Qualifiers:

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B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-3 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 12:05:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-09	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
TARGET COMPOUND LIST (TCL) - VOC			**EPA 8260**			Analyst: DAH
1,1,1-Trichloroethane	ND	57		µg/Kg-dry	126	7/12/2004
1,1,2,2-Tetrachloroethane	ND	86		µg/Kg-dry	126	7/12/2004
1,1,2-Trichloroethane	ND	57		µg/Kg-dry	126	7/12/2004
1,1-Dichloroethane	ND	57		µg/Kg-dry	126	7/12/2004
1,1-Dichloroethene	ND	57		µg/Kg-dry	126	7/12/2004
1,2-Dichloroethane	ND	57		µg/Kg-dry	126	7/12/2004
1,2-Dichloropropane	ND	57		µg/Kg-dry	126	7/12/2004
2-Butanone	ND	220		µg/Kg-dry	126	7/12/2004
2-Hexanone	ND	220		µg/Kg-dry	126	7/12/2004
4-Methyl-2-pentanone	ND	220		µg/Kg-dry	126	7/12/2004
Acetone	ND	650		µg/Kg-dry	126	7/12/2004
Benzene	ND	57		µg/Kg-dry	126	7/12/2004
Bromodichloromethane	ND	86		µg/Kg-dry	126	7/12/2004
Bromoform	ND	86		µg/Kg-dry	126	7/12/2004
Bromomethane	ND	220		µg/Kg-dry	126	7/12/2004
Carbon disulfide	ND	220		µg/Kg-dry	126	7/12/2004
Carbon tetrachloride	ND	57		µg/Kg-dry	126	7/12/2004
Chlorobenzene	ND	57		µg/Kg-dry	126	7/12/2004
Chloroethane	ND	220		µg/Kg-dry	126	7/12/2004
Chloroform	ND	57		µg/Kg-dry	126	7/12/2004
Chloromethane	ND	220		µg/Kg-dry	126	7/12/2004
cis-1,2-Dichloroethene	ND	57		µg/Kg-dry	126	7/12/2004
cis-1,3-Dichloropropene	ND	57		µg/Kg-dry	126	7/12/2004
Dibromochloromethane	ND	86		µg/Kg-dry	126	7/12/2004
Ethylbenzene	ND	57		µg/Kg-dry	126	7/12/2004
m,p-Xylene	ND	86		µg/Kg-dry	126	7/12/2004
Methylene chloride	ND	290		µg/Kg-dry	126	7/12/2004
o-Xylene	69	57		µg/Kg-dry	126	7/12/2004
Styrene	ND	57		µg/Kg-dry	126	7/12/2004
Tetrachloroethene	ND	57		µg/Kg-dry	126	7/12/2004
Toluene	ND	57		µg/Kg-dry	126	7/12/2004
trans-1,2-Dichloroethene	ND	57		µg/Kg-dry	126	7/12/2004
trans-1,3-Dichloropropene	ND	57		µg/Kg-dry	126	7/12/2004
Trichloroethene	ND	57		µg/Kg-dry	126	7/12/2004
Vinyl chloride	ND	86		µg/Kg-dry	126	7/12/2004
1,2-Dichloroethene, Total	ND	86		µg/Kg-dry	126	7/12/2004
1,3-Dichloropropene, Total	ND	86		µg/Kg-dry	126	7/12/2004
Xylenes, Total	ND	130		µg/Kg-dry	126	7/12/2004
CYANIDE, TOTAL			**EPA 9014**			Analyst: KAE

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-3 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 12:05:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-09	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
Cyanide, Total	ND	0.57		mg/Kg-dry	1	7/16/2004
CHROMIUM, TRIVALENT			**CALCULATION**			Analyst: JJG
Chromium, Trivalent	14	0.57		mg/Kg-dry	1	7/19/2004
CHROMIUM, HEXAVALENT			**EPA 7196A**		Prep Date: **7/14/2004**	Analyst: JJG
Chromium, Hexavalent	2.2	0.53		mg/Kg-dry	1	7/16/2004
PERCENT MOISTURE			**EPA 160.3**			Analyst: KAE
Percent Moisture	12	0.010		% of sample	1	7/12/2004

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-4 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 12:45:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-10	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
PCBS			EPA 8082		Prep Date: 7/15/2004	Analyst: RM
Aroclor 1016	ND	61		µg/Kg-dry	1	7/17/2004 4:44:57 PM
Aroclor 1221	ND	61		µg/Kg-dry	1	7/17/2004 4:44:57 PM
Aroclor 1232	ND	61		µg/Kg-dry	1	7/17/2004 4:44:57 PM
Aroclor 1242	ND	61		µg/Kg-dry	1	7/17/2004 4:44:57 PM
Aroclor 1248	ND	61		µg/Kg-dry	1	7/17/2004 4:44:57 PM
Aroclor 1254	ND	61		µg/Kg-dry	1	7/17/2004 4:44:57 PM
Aroclor 1260	ND	61		µg/Kg-dry	1	7/17/2004 4:44:57 PM
MERCURY BY CVAA			EPA 7471		Prep Date: 7/16/2004	Analyst: JDA
Mercury	ND	0.011		mg/Kg-dry	1	7/16/2004
METALS ANALYSIS BY ICP-MS			EPA 6020A		Prep Date: 7/16/2004	Analyst: RM
Aluminum	7,800	230		mg/Kg-dry	500	7/18/2004 10:30:00 PM
Arsenic	5.1	0.045		mg/Kg-dry	1	7/17/2004 4:46:00 PM
Cadmium	0.077	0.023		mg/Kg-dry	1	7/17/2004 4:46:00 PM
Chromium	11	0.23		mg/Kg-dry	1	7/17/2004 4:46:00 PM
Copper	12	0.45		mg/Kg-dry	1	7/17/2004 4:46:00 PM
Lead	8.1	0.45		mg/Kg-dry	1	7/17/2004 4:46:00 PM
Magnesium	1,300	1.4		mg/Kg-dry	1	7/17/2004 4:46:00 PM
Nickel	11	0.45		mg/Kg-dry	1	7/17/2004 4:46:00 PM
Silver	ND	0.23		mg/Kg-dry	1	7/17/2004 4:46:00 PM
Zinc	ND	0.45		mg/Kg-dry	1	7/17/2004 4:46:00 PM
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS) - SIM			EPA 8270M		Prep Date: 7/14/2004	Analyst: DAH
2-Methylnaphthalene	ND	11		µg/Kg-dry	1	7/16/2004 8:28:00 AM
Acenaphthene	ND	5.4		µg/Kg-dry	1	7/16/2004 8:28:00 AM
Acenaphthylene	ND	16		µg/Kg-dry	1	7/16/2004 8:28:00 AM
Anthracene	ND	11		µg/Kg-dry	1	7/16/2004 8:28:00 AM
Benzo(a)anthracene	ND	11		µg/Kg-dry	1	7/16/2004 8:28:00 AM
Benzo(a)pyrene	ND	11		µg/Kg-dry	1	7/16/2004 8:28:00 AM
Benzo(b-k)fluoranthene	ND	22		µg/Kg-dry	1	7/16/2004 8:28:00 AM
Benzo(g,h,i)perylene	ND	11		µg/Kg-dry	1	7/16/2004 8:28:00 AM
Chrysene	ND	5.4		µg/Kg-dry	1	7/16/2004 8:28:00 AM
Dibenzo(a,h)anthracene	ND	11		µg/Kg-dry	1	7/16/2004 8:28:00 AM
Fluoranthene	ND	16		µg/Kg-dry	1	7/16/2004 8:28:00 AM
Fluorene	ND	11		µg/Kg-dry	1	7/16/2004 8:28:00 AM
Indeno(1,2,3-cd)pyrene	ND	11		µg/Kg-dry	1	7/16/2004 8:28:00 AM
Naphthalene	ND	16		µg/Kg-dry	1	7/16/2004 8:28:00 AM
Phenanthrene	ND	27		µg/Kg-dry	1	7/16/2004 8:28:00 AM
Pyrene	ND	16		µg/Kg-dry	1	7/16/2004 8:28:00 AM

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-4 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 12:45:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-10	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
TARGET COMPOUND LIST (TCL) - VOC			**EPA 8260**			Analyst: DAH
1,1,1-Trichloroethane	ND	43		µg/Kg-dry	100	7/12/2004
1,1,2,2-Tetrachloroethane	ND	64		µg/Kg-dry	100	7/12/2004
1,1,2-Trichloroethane	ND	43		µg/Kg-dry	100	7/12/2004
1,1-Dichloroethane	ND	43		µg/Kg-dry	100	7/12/2004
1,1-Dichloroethene	ND	43		µg/Kg-dry	100	7/12/2004
1,2-Dichloroethane	ND	43		µg/Kg-dry	100	7/12/2004
1,2-Dichloropropane	ND	43		µg/Kg-dry	100	7/12/2004
2-Butanone	ND	160		µg/Kg-dry	100	7/12/2004
2-Hexanone	ND	160		µg/Kg-dry	100	7/12/2004
4-Methyl-2-pentanone	ND	160		µg/Kg-dry	100	7/12/2004
Acetone	ND	480		µg/Kg-dry	100	7/12/2004
Benzene	ND	43		µg/Kg-dry	100	7/12/2004
Bromodichloromethane	ND	64		µg/Kg-dry	100	7/12/2004
Bromoform	ND	64		µg/Kg-dry	100	7/12/2004
Bromomethane	ND	160		µg/Kg-dry	100	7/12/2004
Carbon disulfide	ND	160		µg/Kg-dry	100	7/12/2004
Carbon tetrachloride	ND	43		µg/Kg-dry	100	7/12/2004
Chlorobenzene	ND	43		µg/Kg-dry	100	7/12/2004
Chloroethane	ND	160		µg/Kg-dry	100	7/12/2004
Chloroform	ND	43		µg/Kg-dry	100	7/12/2004
Chloromethane	ND	160		µg/Kg-dry	100	7/12/2004
cis-1,2-Dichloroethene	ND	43		µg/Kg-dry	100	7/12/2004
cis-1,3-Dichloropropene	ND	43		µg/Kg-dry	100	7/12/2004
Dibromochloromethane	ND	64		µg/Kg-dry	100	7/12/2004
Ethylbenzene	ND	43		µg/Kg-dry	100	7/12/2004
m,p-Xylene	ND	64		µg/Kg-dry	100	7/12/2004
Methylene chloride	ND	210		µg/Kg-dry	100	7/12/2004
o-Xylene	ND	43		µg/Kg-dry	100	7/12/2004
Styrene	ND	43		µg/Kg-dry	100	7/12/2004
Tetrachloroethene	ND	43		µg/Kg-dry	100	7/12/2004
Toluene	ND	43		µg/Kg-dry	100	7/12/2004
trans-1,2-Dichloroethene	ND	43		µg/Kg-dry	100	7/12/2004
trans-1,3-Dichloropropene	ND	43		µg/Kg-dry	100	7/12/2004
Trichloroethene	ND	43		µg/Kg-dry	100	7/12/2004
Vinyl chloride	ND	64		µg/Kg-dry	100	7/12/2004
1,2-Dichloroethene, Total	ND	64		µg/Kg-dry	100	7/12/2004
1,3-Dichloropropene, Total	ND	64		µg/Kg-dry	100	7/12/2004
Xylenes, Total	ND	96		µg/Kg-dry	100	7/12/2004
CYANIDE, TOTAL			**EPA 9014**			Analyst: KAE

Qualifiers:

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* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-4 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 12:45:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-10	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
Cyanide, Total	ND	0.53		mg/Kg-dry	1	7/16/2004
CHROMIUM, TRIVALENT			**CALCULATION**			Analyst: JJG
Chromium, Trivalent	11	0.53		mg/Kg-dry	1	7/19/2004
CHROMIUM, HEXAVALENT			**EPA 7196A**		Prep Date: **7/14/2004**	Analyst: JJG
Chromium, Hexavalent	ND	0.53		mg/Kg-dry	1	7/16/2004
PERCENT MOISTURE			**EPA 160.3**			Analyst: KAE
Percent Moisture	6 0	0.010		% of sample	1	7/12/2004

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* - Value exceeds Maximum Contaminant Level
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P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-5 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 1:05:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-11	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
PCBS			**EPA 8082**		Prep Date: **7/15/2004**	Analyst: **RM**
Aroclor 1016	ND	40		µg/Kg-dry	1	7/17/2004 5:22:11 PM
Aroclor 1221	ND	40		µg/Kg-dry	1	7/17/2004 5:22:11 PM
Aroclor 1232	ND	40		µg/Kg-dry	1	7/17/2004 5:22:11 PM
Aroclor 1242	ND	40		µg/Kg-dry	1	7/17/2004 5:22:11 PM
Aroclor 1248	ND	40		µg/Kg-dry	1	7/17/2004 5:22:11 PM
Aroclor 1254	ND	40		µg/Kg-dry	1	7/17/2004 5:22:11 PM
Aroclor 1260	ND	40		µg/Kg-dry	1	7/17/2004 5:22:11 PM
MERCURY BY CVAA			**EPA 7471**		Prep Date: **7/16/2004**	Analyst: **JDA**
Mercury	0.015	0.012		mg/Kg-dry	1	7/16/2004
METALS ANALYSIS BY ICP-MS			**EPA 6020A**		Prep Date: **7/16/2004**	Analyst: **RM**
Aluminum	5,000	240		mg/Kg-dry	500	7/19/2004 4:49:00 PM
Arsenic	2.1	0.048		mg/Kg-dry	1	7/17/2004 4:51:00 PM
Cadmium	0.11	0.024		mg/Kg-dry	1	7/17/2004 4:51:00 PM
Chromium	15	0.24		mg/Kg-dry	1	7/17/2004 4:51:00 PM
Copper	8.2	0.48		mg/Kg-dry	1	7/17/2004 4:51:00 PM
Lead	23	0.48		mg/Kg-dry	1	7/17/2004 4:51:00 PM
Magnesium	1,300	1.4		mg/Kg-dry	1	7/17/2004 4:51:00 PM
Nickel	21	0.48		mg/Kg-dry	1	7/17/2004 4:51:00 PM
Silver	ND	0.24		mg/Kg-dry	1	7/17/2004 4:51:00 PM
Zinc	ND	0.48		mg/Kg-dry	1	7/17/2004 4:51:00 PM
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS) - SIM			**EPA 8270M**		Prep Date: **7/14/2004**	Analyst: **DAH**
2-Methylnaphthalene	ND	9.8		µg/Kg-dry	1	7/16/2004 6:49:00 AM
Acenaphthene	ND	4.9		µg/Kg-dry	1	7/16/2004 6:49:00 AM
Acenaphthylene	ND	15		µg/Kg-dry	1	7/16/2004 6:49:00 AM
Anthracene	ND	9.8		µg/Kg-dry	1	7/16/2004 6:49:00 AM
Benzo(a)anthracene	160	9.8		µg/Kg-dry	1	7/16/2004 6:49:00 AM
Benzo(a)pyrene	90	9.8		µg/Kg-dry	1	7/16/2004 6:49:00 AM
Benzo(b-k)fluoranthene	150	20		µg/Kg-dry	1	7/16/2004 6:49:00 AM
Benzo(g,h,i)perylene	55	9.8		µg/Kg-dry	1	7/16/2004 6:49:00 AM
Chrysene	ND	4.9		µg/Kg-dry	1	7/16/2004 6:49:00 AM
Dibenzo(a,h)anthracene	18	9.8		µg/Kg-dry	1	7/16/2004 6:49:00 AM
Fluoranthene	94	15		µg/Kg-dry	1	7/16/2004 6:49:00 AM
Fluorene	ND	9.8		µg/Kg-dry	1	7/16/2004 6:49:00 AM
Indeno(1,2,3-cd)pyrene	46	9.8		µg/Kg-dry	1	7/16/2004 6:49:00 AM
Naphthalene	ND	15		µg/Kg-dry	1	7/16/2004 6:49:00 AM
Phenanthrene	61	25		µg/Kg-dry	1	7/16/2004 6:49:00 AM
Pyrene	220	15		µg/Kg-dry	1	7/16/2004 6:49:00 AM

Qualifiers:

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E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-5 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 1:05:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-11	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
TARGET COMPOUND LIST (TCL) - VOC			**EPA 8260**			Analyst: DAH
1,1,1-Trichloroethane	ND	43		µg/Kg-dry	108	7/12/2004
1,1,2,2-Tetrachloroethane	ND	65		µg/Kg-dry	108	7/12/2004
1,1,2-Trichloroethane	ND	43		µg/Kg-dry	108	7/12/2004
1,1-Dichloroethane	ND	43		µg/Kg-dry	108	7/12/2004
1,1-Dichloroethene	ND	43		µg/Kg-dry	108	7/12/2004
1,2-Dichloroethane	ND	43		µg/Kg-dry	108	7/12/2004
1,2-Dichloropropane	ND	43		µg/Kg-dry	108	7/12/2004
2-Butanone	ND	160		µg/Kg-dry	108	7/12/2004
2-Hexanone	ND	160		µg/Kg-dry	108	7/12/2004
4-Methyl-2-pentanone	ND	160		µg/Kg-dry	108	7/12/2004
Acetone	ND	490		µg/Kg-dry	108	7/12/2004
Benzene	ND	43		µg/Kg-dry	108	7/12/2004
Bromodichloromethane	ND	65		µg/Kg-dry	108	7/12/2004
Bromoform	ND	65		µg/Kg-dry	108	7/12/2004
Bromomethane	ND	160		µg/Kg-dry	108	7/12/2004
Carbon disulfide	ND	160		µg/Kg-dry	108	7/12/2004
Carbon tetrachloride	ND	43		µg/Kg-dry	108	7/12/2004
Chlorobenzene	ND	43		µg/Kg-dry	108	7/12/2004
Chloroethane	ND	160		µg/Kg-dry	108	7/12/2004
Chloroform	ND	43		µg/Kg-dry	108	7/12/2004
Chloromethane	ND	160		µg/Kg-dry	108	7/12/2004
cis-1,2-Dichloroethene	ND	43		µg/Kg-dry	108	7/12/2004
cis-1,3-Dichloropropene	ND	43		µg/Kg-dry	108	7/12/2004
Dibromochloromethane	ND	65		µg/Kg-dry	108	7/12/2004
Ethylbenzene	ND	43		µg/Kg-dry	108	7/12/2004
m,p-Xylene	ND	65		µg/Kg-dry	108	7/12/2004
Methylene chloride	ND	220		µg/Kg-dry	108	7/12/2004
o-Xylene	ND	43		µg/Kg-dry	108	7/12/2004
Styrene	ND	43		µg/Kg-dry	108	7/12/2004
Tetrachloroethene	ND	43		µg/Kg-dry	108	7/12/2004
Toluene	ND	43		µg/Kg-dry	108	7/12/2004
trans-1,2-Dichloroethene	ND	43		µg/Kg-dry	108	7/12/2004
trans-1,3-Dichloropropene	ND	43		µg/Kg-dry	108	7/12/2004
Trichloroethene	ND	43		µg/Kg-dry	108	7/12/2004
Vinyl chloride	ND	65		µg/Kg-dry	108	7/12/2004
1,2-Dichloroethene, Total	ND	65		µg/Kg-dry	108	7/12/2004
1,3-Dichloropropene, Total	ND	65		µg/Kg-dry	108	7/12/2004
Xylenes, Total	ND	97		µg/Kg-dry	108	7/12/2004
CYANIDE, TOTAL			**EPA 9014**			Analyst: KAE

Qualifiers:

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B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-5 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 1:05:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-11	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
Cyanide, Total	ND	0.50		mg/Kg-dry	1	7/16/2004
CHROMIUM, TRIVALENT			**CALCULATION**			Analyst: JJG
Chromium, Trivalent	14	0.50		mg/Kg-dry	1	7/19/2004
CHROMIUM, HEXAVALENT			**EPA 7196A**		Prep Date: **7/14/2004**	Analyst: JJG
Chromium, Hexavalent	1.0	0.49		mg/Kg-dry	1	7/16/2004
PERCENT MOISTURE			**EPA 160.3**			Analyst: KAE
Percent Moisture	0.24	0.010		% of sample	1	7/12/2004

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-6 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 1:45:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-12	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
PCBS			**EPA 8082**		Prep Date: **7/15/2004**	Analyst: **RM**
Aroclor 1016	ND	59		µg/Kg-dry	1	7/17/2004 7:14:06 PM
Aroclor 1221	ND	59		µg/Kg-dry	1	7/17/2004 7:14:06 PM
Aroclor 1232	ND	59		µg/Kg-dry	1	7/17/2004 7:14:06 PM
Aroclor 1242	ND	59		µg/Kg-dry	1	7/17/2004 7:14:06 PM
Aroclor 1248	ND	59		µg/Kg-dry	1	7/17/2004 7:14:06 PM
Aroclor 1254	ND	59		µg/Kg-dry	1	7/17/2004 7:14:06 PM
Aroclor 1260	ND	59		µg/Kg-dry	1	7/17/2004 7:14:06 PM
MERCURY BY CVAA			**EPA 7471**		Prep Date: **7/16/2004**	Analyst: **JDA**
Mercury	ND	0.0092		mg/Kg-dry	1	7/16/2004
METALS ANALYSIS BY ICP-MS			**EPA 6020A**		Prep Date: **7/16/2004**	Analyst: **RM**
Aluminum	5,900	230		mg/Kg-dry	500	7/19/2004 4:54:00 PM
Arsenic	2.5	0.046		mg/Kg-dry	1	7/17/2004 6:24:00 PM
Cadmium	0.41	0.023		mg/Kg-dry	1	7/17/2004 6:24:00 PM
Chromium	13	0.23		mg/Kg-dry	1	7/17/2004 6:24:00 PM
Copper	32	0.46		mg/Kg-dry	1	7/17/2004 6:24:00 PM
Lead	23	0.46		mg/Kg-dry	1	7/17/2004 6:24:00 PM
Magnesium	2,100	1.4		mg/Kg-dry	1	7/17/2004 6:24:00 PM
Nickel	8.1	0.46		mg/Kg-dry	1	7/17/2004 6:24:00 PM
Silver	ND	0.23		mg/Kg-dry	1	7/17/2004 6:24:00 PM
Zinc	ND	0.46		mg/Kg-dry	1	7/17/2004 6:24:00 PM
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS) - SIM			**EPA 8270M**		Prep Date: **7/14/2004**	Analyst: **DAH**
2-Methylnaphthalene	*34*	*11*		*µg/Kg-dry*	*1*	*7/16/2004 11:13:00 AM*
Acenaphthene	ND	5.5		µg/Kg-dry	1	7/16/2004 11:13:00 AM
Acenaphthylene	ND	16		µg/Kg-dry	1	7/16/2004 11:13:00 AM
Anthracene	ND	11		µg/Kg-dry	1	7/16/2004 11:13:00 AM
Benzo(a)anthracene	36	11		µg/Kg-dry	1	7/16/2004 11:13:00 AM
Benzo(a)pyrene	74	11		µg/Kg-dry	1	7/16/2004 11:13:00 AM
Benzo(b-k)fluoranthene	120	22		µg/Kg-dry	1	7/16/2004 11:13:00 AM
Benzo(g,h,i)perylene	18	11		µg/Kg-dry	1	7/16/2004 11:13:00 AM
Chrysene	40	5.5		µg/Kg-dry	1	7/16/2004 11:13:00 AM
Dibenzo(a,h)anthracene	ND	11		µg/Kg-dry	1	7/16/2004 11:13:00 AM
Fluoranthene	47	16		µg/Kg-dry	1	7/16/2004 11:13:00 AM
Fluorene	ND	11		µg/Kg-dry	1	7/16/2004 11:13:00 AM
Indeno(1,2,3-cd)pyrene	18	11		µg/Kg-dry	1	7/16/2004 11:13:00 AM
Naphthalene	18	16		µg/Kg-dry	1	7/16/2004 11:13:00 AM
Phenanthrene	90	27		µg/Kg-dry	1	7/16/2004 11:13:00 AM
Pyrene	70	16		µg/Kg-dry	1	7/16/2004 11:13:00 AM

Qualifiers:

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* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-6 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 1:45:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-12	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
TARGET COMPOUND LIST (TCL) - VOC			**EPA 8260**			Analyst: DAH
1,1,1-Trichloroethane	ND	44		µg/Kg-dry	105	7/12/2004
1,1,2,2-Tetrachloroethane	ND	66		µg/Kg-dry	105	7/12/2004
1,1,2-Trichloroethane	ND	44		µg/Kg-dry	105	7/12/2004
1,1-Dichloroethane	ND	44		µg/Kg-dry	105	7/12/2004
1,1-Dichloroethene	ND	44		µg/Kg-dry	105	7/12/2004
1,2-Dichloroethane	ND	44		µg/Kg-dry	105	7/12/2004
1,2-Dichloropropane	ND	44		µg/Kg-dry	105	7/12/2004
2-Butanone	ND	160		µg/Kg-dry	105	7/12/2004
2-Hexanone	ND	160		µg/Kg-dry	105	7/12/2004
4-Methyl-2-pentanone	ND	160		µg/Kg-dry	105	7/12/2004
Acetone	ND	490		µg/Kg-dry	105	7/12/2004
Benzene	ND	44		µg/Kg-dry	105	7/12/2004
Bromodichloromethane	ND	66		µg/Kg-dry	105	7/12/2004
Bromoform	ND	66		µg/Kg-dry	105	7/12/2004
Bromomethane	ND	160		µg/Kg-dry	105	7/12/2004
Carbon disulfide	ND	160		µg/Kg-dry	105	7/12/2004
Carbon tetrachloride	ND	44		µg/Kg-dry	105	7/12/2004
Chlorobenzene	ND	44		µg/Kg-dry	105	7/12/2004
Chloroethane	ND	160		µg/Kg-dry	105	7/12/2004
Chloroform	ND	44		µg/Kg-dry	105	7/12/2004
Chloromethane	ND	160		µg/Kg-dry	105	7/12/2004
cis-1,2-Dichloroethene	ND	44		µg/Kg-dry	105	7/12/2004
cis-1,3-Dichloropropene	ND	44		µg/Kg-dry	105	7/12/2004
Dibromochloromethane	ND	66		µg/Kg-dry	105	7/12/2004
Ethylbenzene	58	44		µg/Kg-dry	105	7/12/2004
m,p-Xylene	ND	66		µg/Kg-dry	105	7/12/2004
Methylene chloride	ND	220		µg/Kg-dry	105	7/12/2004
o-Xylene	98	44		µg/Kg-dry	105	7/12/2004
Styrene	ND	44		µg/Kg-dry	105	7/12/2004
Tetrachloroethene	ND	44		µg/Kg-dry	105	7/12/2004
Toluene	ND	44		µg/Kg-dry	105	7/12/2004
trans-1,2-Dichloroethene	ND	44		µg/Kg-dry	105	7/12/2004
trans-1,3-Dichloropropene	ND	44		µg/Kg-dry	105	7/12/2004
Trichloroethene	ND	44		µg/Kg-dry	105	7/12/2004
Vinyl chloride	ND	66		µg/Kg-dry	105	7/12/2004
1,2-Dichloroethene, Total	ND	66		µg/Kg-dry	105	7/12/2004
1,3-Dichloropropene, Total	ND	66		µg/Kg-dry	105	7/12/2004
Xylenes, Total	ND	99		µg/Kg-dry	105	7/12/2004
CYANIDE, TOTAL			**EPA 9014**			Analyst: KAE

Qualifiers:

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* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-6 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 1 45:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-12	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
Cyanide, Total	ND	0.52		mg/Kg-dry	1	7/16/2004
CHROMIUM, TRIVALENT			**CALCULATION**			Analyst: **JJG**
Chromium, Trivalent	11	0.52		mg/Kg-dry	1	7/19/2004
CHROMIUM, HEXAVALENT			**EPA 7196A**		Prep Date: **7/14/2004**	Analyst: **JJG**
Chromium, Hexavalent	2.1	0 52		mg/Kg-dry	1	7/16/2004
PERCENT MOISTURE			**EPA 160.3**			Analyst: **KAE**
Percent Moisture	4.4	0.010		% of sample	1	7/12/2004

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* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-7 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 3:00:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-13	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
PCBS			EPA 8082		Prep Date: 7/15/2004	Analyst: RM
Aroclor 1016	ND	43		µg/Kg-dry	1	7/17/2004 7:51:27 PM
Aroclor 1221	ND	43		µg/Kg-dry	1	7/17/2004 7:51:27 PM
Aroclor 1232	ND	43		µg/Kg-dry	1	7/17/2004 7:51:27 PM
Aroclor 1242	ND	43		µg/Kg-dry	1	7/17/2004 7:51:27 PM
Aroclor 1248	ND	43		µg/Kg-dry	1	7/17/2004 7:51:27 PM
Aroclor 1254	ND	43		µg/Kg-dry	1	7/17/2004 7:51:27 PM
Aroclor 1260	ND	43		µg/Kg-dry	1	7/17/2004 7:51:27 PM
MERCURY BY CVAA			EPA 7471		Prep Date: 7/16/2004	Analyst: JDA
Mercury	ND	0.016		mg/Kg-dry	1	7/16/2004
METALS ANALYSIS BY ICP-MS			EPA 6020A		Prep Date: 7/16/2004	Analyst: RM
Aluminum	5,500	220		mg/Kg-dry	500	7/19/2004 4:58:00 PM
Arsenic	2.5	0.045		mg/Kg-dry	1	7/17/2004 6:29:00 PM
Cadmium	0.065	0.022		mg/Kg-dry	1	7/17/2004 6:29:00 PM
Chromium	7.4	0.22		mg/Kg-dry	1	7/17/2004 6:29:00 PM
Copper	11	0.45		mg/Kg-dry	1	7/17/2004 6:29:00 PM
Lead	6.6	0.45		mg/Kg-dry	1	7/17/2004 6:29:00 PM
Magnesium	3,100	1.3		mg/Kg-dry	1	7/17/2004 6:29.00 PM
Nickel	9.3	0.45		mg/Kg-dry	1	7/17/2004 6:29.00 PM
Silver	ND	0.22		mg/Kg-dry	1	7/17/2004 6:29:00 PM
Zinc	ND	0 45		mg/Kg-dry	1	7/17/2004 6:29.00 PM
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS) - SIM			EPA 8270M		Prep Date: 7/14/2004	Analyst: DAH
2-Methylnaphthalene	12	11		µg/Kg-dry	1	7/16/2004 9:01:00 AM
Acenaphthene	ND	5 5		µg/Kg-dry	1	7/16/2004 9:01:00 AM
Acenaphthylene	ND	17		µg/Kg-dry	1	7/16/2004 9:01:00 AM
Anthracene	ND	11		µg/Kg-dry	1	7/16/2004 9:01.00 AM
Benzo(a)anthracene	130	11		µg/Kg-dry	1	7/16/2004 9.01:00 AM
Benzo(a)pyrene	100	11		µg/Kg-dry	1	7/16/2004 9:01:00 AM
Benzo(b-k)fluoranthene	110	22		µg/Kg-dry	1	7/16/2004 9:01:00 AM
Benzo(g,h,i)perylene	25	11		µg/Kg-dry	1	7/16/2004 9:01:00 AM
Chrysene	30	5.5		µg/Kg-dry	1	7/16/2004 9:01:00 AM
Dibenzo(a,h)anthracene	ND	11		µg/Kg-dry	1	7/16/2004 9:01:00 AM
Fluoranthene	53	17		µg/Kg-dry	1	7/16/2004 9:01:00 AM
Fluorene	13	11		µg/Kg-dry	1	7/16/2004 9:01:00 AM
Indeno(1,2,3-cd)pyrene	21	11		µg/Kg-dry	1	7/16/2004 9:01:00 AM
Naphthalene	ND	17		µg/Kg-dry	1	7/16/2004 9:01.00 AM
Phenanthrene	89	28		µg/Kg-dry	1	7/16/2004 9:01.00 AM
Pyrene	93	17		µg/Kg-dry	1	7/16/2004 9:01:00 AM

Qualifiers:

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P - Dual Column results percent difference > 40%
E - Value above quantitation range
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e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-7 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 3:00:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-13	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
TARGET COMPOUND LIST (TCL) - VOC			**EPA 8260**			Analyst: DAH
1,1,1-Trichloroethane	ND	43		µg/Kg-dry	100	7/12/2004
1,1,2,2-Tetrachloroethane	ND	64		µg/Kg-dry	100	7/12/2004
1,1,2-Trichloroethane	ND	43		µg/Kg-dry	100	7/12/2004
1,1-Dichloroethane	ND	43		µg/Kg-dry	100	7/12/2004
1,1-Dichloroethene	ND	43		µg/Kg-dry	100	7/12/2004
1,2-Dichloroethane	ND	43		µg/Kg-dry	100	7/12/2004
1,2-Dichloropropane	ND	43		µg/Kg-dry	100	7/12/2004
2-Butanone	ND	160		µg/Kg-dry	100	7/12/2004
2-Hexanone	ND	160		µg/Kg-dry	100	7/12/2004
4-Methyl-2-pentanone	ND	160		µg/Kg-dry	100	7/12/2004
Acetone	ND	480		µg/Kg-dry	100	7/12/2004
Benzene	ND	43		µg/Kg-dry	100	7/12/2004
Bromodichloromethane	ND	64		µg/Kg-dry	100	7/12/2004
Bromoform	ND	64		µg/Kg-dry	100	7/12/2004
Bromomethane	ND	160		µg/Kg-dry	100	7/12/2004
Carbon disulfide	ND	160		µg/Kg-dry	100	7/12/2004
Carbon tetrachloride	ND	43		µg/Kg-dry	100	7/12/2004
Chlorobenzene	ND	43		µg/Kg-dry	100	7/12/2004
Chloroethane	ND	160		µg/Kg-dry	100	7/12/2004
Chloroform	ND	43		µg/Kg-dry	100	7/12/2004
Chloromethane	ND	160		µg/Kg-dry	100	7/12/2004
cis-1,2-Dichloroethene	ND	43		µg/Kg-dry	100	7/12/2004
cis-1,3-Dichloropropene	ND	43		µg/Kg-dry	100	7/12/2004
Dibromochloromethane	ND	64		µg/Kg-dry	100	7/12/2004
Ethylbenzene	ND	43		µg/Kg-dry	100	7/12/2004
m,p-Xylene	ND	64		µg/Kg-dry	100	7/12/2004
Methylene chloride	ND	210		µg/Kg-dry	100	7/12/2004
o-Xylene	ND	43		µg/Kg-dry	100	7/12/2004
Styrene	ND	43		µg/Kg-dry	100	7/12/2004
Tetrachloroethene	ND	43		µg/Kg-dry	100	7/12/2004
Toluene	ND	43		µg/Kg-dry	100	7/12/2004
trans-1,2-Dichloroethene	ND	43		µg/Kg-dry	100	7/12/2004
trans-1,3-Dichloropropene	ND	43		µg/Kg-dry	100	7/12/2004
Trichloroethene	ND	43		µg/Kg-dry	100	7/12/2004
Vinyl chloride	ND	64		µg/Kg-dry	100	7/12/2004
1,2-Dichloroethene, Total	ND	64		µg/Kg-dry	100	7/12/2004
1,3-Dichloropropene, Total	ND	64		µg/Kg-dry	100	7/12/2004
Xylenes, Total	ND	97		µg/Kg-dry	100	7/12/2004
CYANIDE, TOTAL			**EPA 9014**			Analyst: KAE

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e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-7 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 3:00:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-13	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
Cyanide, Total	ND	0.54		mg/Kg-dry	1	7/16/2004
CHROMIUM, TRIVALENT			**CALCULATION**			Analyst: JJG
Chromium, Trivalent	6.7	0.54		mg/Kg-dry	1	7/19/2004
CHROMIUM, HEXAVALENT			**EPA 7196A**		Prep Date: 7/14/2004	Analyst: JJG
Chromium, Hexavalent	0.74	0.51		mg/Kg-dry	1	7/16/2004
PERCENT MOISTURE			**EPA 160.3**			Analyst: KAE
Percent Moisture	6.9	0.010		% of sample	1	7/12/2004

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* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-10 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 4:00:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-14	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
PCBS			**EPA 8082**		Prep Date: 7/15/2004	Analyst: RM
Aroclor 1016	ND	56		µg/Kg-dry	1	7/17/2004 8:28:41 PM
Aroclor 1221	ND	56		µg/Kg-dry	1	7/17/2004 8:28:41 PM
Aroclor 1232	ND	56		µg/Kg-dry	1	7/17/2004 8:28:41 PM
Aroclor 1242	ND	56		µg/Kg-dry	1	7/17/2004 8:28:41 PM
Aroclor 1248	ND	56		µg/Kg-dry	1	7/17/2004 8:28:41 PM
Aroclor 1254	ND	56		µg/Kg-dry	1	7/17/2004 8:28:41 PM
Aroclor 1260	ND	56		µg/Kg-dry	1	7/17/2004 8:28:41 PM
MERCURY BY CVAA			**EPA 7471**		Prep Date: 7/16/2004	Analyst: JDA
Mercury	0.013	0.0062		mg/Kg-dry	1	7/16/2004
METALS ANALYSIS BY ICP-MS			**EPA 6020A**		Prep Date: 7/16/2004	Analyst: RM
Aluminum	6,100	230		mg/Kg-dry	500	7/19/2004 5:03:00 PM
Arsenic	2.2	0.045		mg/Kg-dry	1	7/17/2004 6:34:00 PM
Cadmium	0.44	0.023		mg/Kg-dry	1	7/17/2004 6:34:00 PM
Chromium	8.8	0.23		mg/Kg-dry	1	7/17/2004 6:34:00 PM
Copper	150	4.5		mg/Kg-dry	10	7/18/2004 8:12:00 PM
Lead	75	4.5		mg/Kg-dry	10	7/18/2004 8:12:00 PM
Magnesium	7,000	14		mg/Kg-dry	10	7/18/2004 8:12:00 PM
Nickel	10	0.45		mg/Kg-dry	1	7/17/2004 6:34:00 PM
Silver	ND	0.23		mg/Kg-dry	1	7/17/2004 6:34:00 PM
Zinc	ND	0.45		mg/Kg-dry	1	7/17/2004 6:34:00 PM
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS) - SIM			**EPA 8270M**		Prep Date: 7/14/2004	Analyst: DAH
2-Methylnaphthalene	28	11		µg/Kg-dry	1	7/16/2004 11:46:00 AM
Acenaphthene	11	5.3		µg/Kg-dry	1	7/16/2004 11:46:00 AM
Acenaphthylene	30	16		µg/Kg-dry	1	7/16/2004 11:46:00 AM
Anthracene	33	11		µg/Kg-dry	1	7/16/2004 11:46:00 AM
Benzo(a)anthracene	150	11		µg/Kg-dry	1	7/16/2004 11:46:00 AM
Benzo(a)pyrene	240	11		µg/Kg-dry	1	7/16/2004 11:46:00 AM
Benzo(b-k)fluoranthene	500	110		µg/Kg-dry	5	7/21/2004 12:54:00 PM
Benzo(g,h,i)perylene	77	11		µg/Kg-dry	1	7/16/2004 11:46:00 AM
Chrysene	ND	5.3		µg/Kg-dry	1	7/16/2004 11:46:00 AM
Dibenzo(a,h)anthracene	41	11		µg/Kg-dry	1	7/16/2004 11:46:00 AM
Fluoranthene	180	16		µg/Kg-dry	1	7/16/2004 11:46:00 AM
Fluorene	19	11		µg/Kg-dry	1	7/16/2004 11:46:00 AM
Indeno(1,2,3-cd)pyrene	90	11		µg/Kg-dry	1	7/16/2004 11:46:00 AM
Naphthalene	23	16		µg/Kg-dry	1	7/16/2004 11:46:00 AM
Phenanthrene	280	27		µg/Kg-dry	1	7/16/2004 11:46:00 AM
Pyrene	310	80		µg/Kg-dry	5	7/21/2004 12:54:00 PM

Qualifiers:

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B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-10 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 4:00:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-14	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
TARGET COMPOUND LIST (TCL) - VOC			**EPA 8260**			Analyst: DAH
1,1,1-Trichloroethane	ND	43		µg/Kg-dry	105	7/12/2004
1,1,2,2-Tetrachloroethane	ND	65		µg/Kg-dry	105	7/12/2004
1,1,2-Trichloroethane	ND	43		µg/Kg-dry	105	7/12/2004
1,1-Dichloroethane	ND	43		µg/Kg-dry	105	7/12/2004
1,1-Dichloroethene	ND	43		µg/Kg-dry	105	7/12/2004
1,2-Dichloroethane	ND	43		µg/Kg-dry	105	7/12/2004
1,2-Dichloropropane	ND	43		µg/Kg-dry	105	7/12/2004
2-Butanone	ND	160		µg/Kg-dry	105	7/12/2004
2-Hexanone	ND	160		µg/Kg-dry	105	7/12/2004
4-Methyl-2-pentanone	ND	160		µg/Kg-dry	105	7/12/2004
Acetone	ND	490		µg/Kg-dry	105	7/12/2004
Benzene	ND	43		µg/Kg-dry	105	7/12/2004
Bromodichloromethane	ND	65		µg/Kg-dry	105	7/12/2004
Bromoform	ND	65		µg/Kg-dry	105	7/12/2004
Bromomethane	ND	160		µg/Kg-dry	105	7/12/2004
Carbon disulfide	ND	160		µg/Kg-dry	105	7/12/2004
Carbon tetrachloride	ND	43		µg/Kg-dry	105	7/12/2004
Chlorobenzene	ND	43		µg/Kg-dry	105	7/12/2004
Chloroethane	ND	160		µg/Kg-dry	105	7/12/2004
Chloroform	ND	43		µg/Kg-dry	105	7/12/2004
Chloromethane	ND	160		µg/Kg-dry	105	7/12/2004
cis-1,2-Dichloroethene	ND	43		µg/Kg-dry	105	7/12/2004
cis-1,3-Dichloropropene	ND	43		µg/Kg-dry	105	7/12/2004
Dibromochloromethane	ND	65		µg/Kg-dry	105	7/12/2004
Ethylbenzene	ND	43		µg/Kg-dry	105	7/12/2004
m,p-Xylene	ND	65		µg/Kg-dry	105	7/12/2004
Methylene chloride	ND	220		µg/Kg-dry	105	7/12/2004
o-Xylene	ND	43		µg/Kg-dry	105	7/12/2004
Styrene	ND	43		µg/Kg-dry	105	7/12/2004
Tetrachloroethene	ND	43		µg/Kg-dry	105	7/12/2004
Toluene	ND	43		µg/Kg-dry	105	7/12/2004
trans-1,2-Dichloroethene	ND	43		µg/Kg-dry	105	7/12/2004
trans-1,3-Dichloropropene	ND	43		µg/Kg-dry	105	7/12/2004
Trichloroethene	ND	43		µg/Kg-dry	105	7/12/2004
Vinyl chloride	ND	65		µg/Kg-dry	105	7/12/2004
1,2-Dichloroethene, Total	ND	65		µg/Kg-dry	105	7/12/2004
1,3-Dichloropropene, Total	ND	65		µg/Kg-dry	105	7/12/2004
Xylenes, Total	ND	97		µg/Kg-dry	105	7/12/2004
CYANIDE, TOTAL			**EPA 9014**			Analyst: KAE

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-10 (0-1')
Work Order:	0407134	**Collection Date:**	7/7/2004 4:00:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-14	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
Cyanide, Total	ND	0.51		mg/Kg-dry	1	7/16/2004
CHROMIUM, TRIVALENT			**CALCULATION**			Analyst: JJG
Chromium, Trivalent	8.1	0.51		mg/Kg-dry	1	7/19/2004
CHROMIUM, HEXAVALENT			**EPA 7196A**		Prep Date: **7/14/2004**	Analyst: JJG
Chromium, Hexavalent	0.69	0.50		mg/Kg-dry	1	7/16/2004
PERCENT MOISTURE			**EPA 160.3**			Analyst: KAE
Percent Moisture	2.9	0.010		% of sample	1	7/12/2004

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-12 (0-1')
Work Order:	0407134	**Collection Date:**	7/8/2004 11:45:00 AM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-15	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
PCBS			EPA 8082		Prep Date: 7/15/2004	Analyst: RM
Aroclor 1016	ND	59		µg/Kg-dry	1	7/17/2004 9:06:03 PM
Aroclor 1221	ND	59		µg/Kg-dry	1	7/17/2004 9:06:03 PM
Aroclor 1232	ND	59		µg/Kg-dry	1	7/17/2004 9:06:03 PM
Aroclor 1242	ND	59		µg/Kg-dry	1	7/17/2004 9:06:03 PM
Aroclor 1248	ND	59		µg/Kg-dry	1	7/17/2004 9.06:03 PM
Aroclor 1254	ND	59		µg/Kg-dry	1	7/17/2004 9:06:03 PM
Aroclor 1260	ND	59		µg/Kg-dry	1	7/17/2004 9 06:03 PM
MERCURY BY CVAA			EPA 7471		Prep Date: 7/16/2004	Analyst: JDA
Mercury	0.033	0.013		mg/Kg-dry	1	7/16/2004
METALS ANALYSIS BY ICP-MS			EPA 6020A		Prep Date: 7/16/2004	Analyst: RM
Aluminum	4,200	48		mg/Kg-dry	100	7/19/2004 12.10:00 AM
Arsenic	12	0.048		mg/Kg-dry	1	7/17/2004 6:38:00 PM
Cadmium	0.92	0.024		mg/Kg-dry	1	7/17/2004 6:38.00 PM
Chromium	6 3	0.24		mg/Kg-dry	1	7/17/2004 6.38:00 PM
Copper	30	0.48		mg/Kg-dry	1	7/17/2004 6:38:00 PM
Lead	48	4 8		mg/Kg-dry	10	7/18/2004 8:16:00 PM
Magnesium	3,000	1.4		mg/Kg-dry	1	7/17/2004 6:38:00 PM
Nickel	9.2	0.48		mg/Kg-dry	1	7/17/2004 6:38.00 PM
Silver	ND	0.24		mg/Kg-dry	1	7/17/2004 6:38:00 PM
Zinc	ND	0.48		mg/Kg-dry	1	7/17/2004 6:38:00 PM
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS) - SIM			EPA 8270M		Prep Date: 7/14/2004	Analyst: DAH
2-Methylnaphthalene	390	280		µg/Kg-dry	25	7/21/2004 1:27:00 AM
Acenaphthene	380	140		µg/Kg-dry	25	7/21/2004 1:27:00 AM
Acenaphthylene	89	17		µg/Kg-dry	1	7/16/2004 2:32.00 PM
Anthracene	2,100	280		µg/Kg-dry	25	7/21/2004 1:27:00 AM
Benzo(a)anthracene	2,800	280		µg/Kg-dry	25	7/21/2004 1:27:00 AM
Benzo(a)pyrene	1,800	280		µg/Kg-dry	25	7/21/2004 1:27:00 AM
Benzo(b-k)fluoranthene	3,600	560		µg/Kg-dry	25	7/21/2004 1:27:00 AM
Benzo(g,h,i)perylene	1,500	280		µg/Kg-dry	25	7/21/2004 1:27:00 AM
Chrysene	ND	5.6		µg/Kg-dry	1	7/16/2004 2:32 00 PM
Dibenzo(a,h)anthracene	640	280		µg/Kg-dry	25	7/21/2004 1:27:00 AM
Fluoranthene	6,200	420		µg/Kg-dry	25	7/21/2004 1:27:00 AM
Fluorene	380	280		µg/Kg-dry	25	7/21/2004 1:27:00 AM
Indeno(1,2,3-cd)pyrene	1,700	280		µg/Kg-dry	25	7/21/2004 1:27.00 AM
Naphthalene	450	420		µg/Kg-dry	25	7/21/2004 1:27.00 AM
Phenanthrene	2,900	700		µg/Kg-dry	25	7/21/2004 1:27:00 AM
Pyrene	3,800	420		µg/Kg-dry	25	7/21/2004 1.27:00 AM

Qualifiers:

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J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-12 (0-1')
Work Order:	0407134	**Collection Date:**	7/8/2004 11:45:00 AM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-15	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
TARGET COMPOUND LIST (TCL) - VOC			**EPA 8260**			Analyst: DAH
1,1,1-Trichloroethane	ND	44		µg/Kg-dry	100	7/12/2004
1,1,2,2-Tetrachloroethane	ND	65		µg/Kg-dry	100	7/12/2004
1,1,2-Trichloroethane	ND	44		µg/Kg-dry	100	7/12/2004
1,1-Dichloroethane	ND	44		µg/Kg-dry	100	7/12/2004
1,1-Dichloroethene	ND	44		µg/Kg-dry	100	7/12/2004
1,2-Dichloroethane	ND	44		µg/Kg-dry	100	7/12/2004
1,2-Dichloropropane	ND	44		µg/Kg-dry	100	7/12/2004
2-Butanone	ND	160		µg/Kg-dry	100	7/12/2004
2-Hexanone	ND	160		µg/Kg-dry	100	7/12/2004
4-Methyl-2-pentanone	ND	160		µg/Kg-dry	100	7/12/2004
Acetone	ND	490		µg/Kg-dry	100	7/12/2004
Benzene	570	44		µg/Kg-dry	100	7/12/2004
Bromodichloromethane	ND	65		µg/Kg-dry	100	7/12/2004
Bromoform	ND	65		µg/Kg-dry	100	7/12/2004
Bromomethane	ND	160		µg/Kg-dry	100	7/12/2004
Carbon disulfide	ND	160		µg/Kg-dry	100	7/12/2004
Carbon tetrachloride	ND	44		µg/Kg-dry	100	7/12/2004
Chlorobenzene	ND	44		µg/Kg-dry	100	7/12/2004
Chloroethane	ND	160		µg/Kg-dry	100	7/12/2004
Chloroform	96	44		µg/Kg-dry	100	7/12/2004
Chloromethane	ND	160		µg/Kg-dry	100	7/12/2004
cis-1,2-Dichloroethene	ND	44		µg/Kg-dry	100	7/12/2004
cis-1,3-Dichloropropene	ND	44		µg/Kg-dry	100	7/12/2004
Dibromochloromethane	ND	65		µg/Kg-dry	100	7/12/2004
Ethylbenzene	210	44		µg/Kg-dry	100	7/12/2004
m,p-Xylene	950	65		µg/Kg-dry	100	7/12/2004
Methylene chloride	ND	220		µg/Kg-dry	100	7/12/2004
o-Xylene	800	44		µg/Kg-dry	100	7/12/2004
Styrene	ND	44		µg/Kg-dry	100	7/12/2004
Tetrachloroethene	ND	44		µg/Kg-dry	100	7/12/2004
Toluene	2,000	44		µg/Kg-dry	100	7/12/2004
trans-1,2-Dichloroethene	ND	44		µg/Kg-dry	100	7/12/2004
trans-1,3-Dichloropropene	ND	44		µg/Kg-dry	100	7/12/2004
Trichloroethene	ND	44		µg/Kg-dry	100	7/12/2004
Vinyl chloride	ND	65		µg/Kg-dry	100	7/12/2004
1,2-Dichloroethene, Total	ND	65		µg/Kg-dry	100	7/12/2004
1,3-Dichloropropene, Total	ND	65		µg/Kg-dry	100	7/12/2004
Xylenes, Total	1,700	98		µg/Kg-dry	100	7/12/2004
CYANIDE, TOTAL			**EPA 9014**			Analyst: KAE

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-12 (0-1')
Work Order:	0407134	**Collection Date:**	7/8/2004 11:45:00 AM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-15	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
Cyanide, Total	ND	0.55		mg/Kg-dry	1	7/16/2004
CHROMIUM, TRIVALENT			**CALCULATION**			Analyst: JJG
Chromium, Trivalent	5.0	0.55		mg/Kg-dry	1	7/19/2004
CHROMIUM, HEXAVALENT			**EPA 7196A**		Prep Date: **7/14/2004**	Analyst: JJG
Chromium, Hexavalent	1.3	0.53		mg/Kg-dry	1	7/16/2004
PERCENT MOISTURE			**EPA 160.3**			Analyst: KAE
Percent Moisture	8.4	0.010		% of sample	1	7/12/2004

Qualifiers:

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J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-14 (0-1')
Work Order:	0407134	**Collection Date:**	7/8/2004 1:15:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-16	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
PCBS			**EPA 8082**		Prep Date: **7/15/2004**	Analyst: **RM**
Aroclor 1016	ND	53		µg/Kg-dry	1	7/17/2004 9:43:18 PM
Aroclor 1221	ND	53		µg/Kg-dry	1	7/17/2004 9:43.18 PM
Aroclor 1232	ND	53		µg/Kg-dry	1	7/17/2004 9:43:18 PM
Aroclor 1242	ND	53		µg/Kg-dry	1	7/17/2004 9:43:18 PM
Aroclor 1248	ND	53		µg/Kg-dry	1	7/17/2004 9:43:18 PM
Aroclor 1254	ND	53		µg/Kg-dry	1	7/17/2004 9:43:18 PM
Aroclor 1260	ND	53		µg/Kg-dry	1	7/17/2004 9:43:18 PM
MERCURY BY CVAA			**EPA 7471**		Prep Date: **7/16/2004**	Analyst: **JDA**
Mercury	0.065	0.0074		mg/Kg-dry	1	7/16/2004
METALS ANALYSIS BY ICP-MS			**EPA 6020A**		Prep Date: **7/16/2004**	Analyst: **RM**
Aluminum	5,800	240		mg/Kg-dry	500	7/19/2004 5:08:00 PM
Arsenic	4.1	0.049		mg/Kg-dry	1	7/17/2004 6:43:00 PM
Cadmium	0.49	0 024		mg/Kg-dry	1	7/17/2004 6:43:00 PM
Chromium	12	0.24		mg/Kg-dry	1	7/17/2004 6:43:00 PM
Copper	130	4.9		mg/Kg-dry	10	7/18/2004 8:21:00 PM
Lead	68	4.9		mg/Kg-dry	10	7/18/2004 8:21:00 PM
Magnesium	3,000	1.5		mg/Kg-dry	1	7/17/2004 6:43:00 PM
Nickel	36	0.49		mg/Kg-dry	1	7/17/2004 6:43.00 PM
Silver	ND	0.24		mg/Kg-dry	1	7/17/2004 6:43:00 PM
Zinc	ND	0.49		mg/Kg-dry	1	7/17/2004 6:43:00 PM
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS) - SIM			**EPA 8270M**		Prep Date: **7/14/2004**	Analyst: **DAH**
2-Methylnaphthalene	190	10		µg/Kg-dry	1	7/16/2004 12:53:00 PM
Acenaphthene	67	5.1		µg/Kg-dry	1	7/16/2004 12:53.00 PM
Acenaphthylene	67	15		µg/Kg-dry	1	7/16/2004 12:53:00 PM
Anthracene	310	10		µg/Kg-dry	1	7/16/2004 12:53:00 PM
Benzo(a)anthracene	1,500	100		µg/Kg-dry	10	7/21/2004 2:00:00 AM
Benzo(a)pyrene	950	100		µg/Kg-dry	10	7/21/2004 2.00:00 AM
Benzo(b-k)fluoranthene	1,400	210		µg/Kg-dry	10	7/21/2004 2:00:00 AM
Benzo(g,h,i)perylene	420	100		µg/Kg-dry	10	7/21/2004 2:00:00 AM
Chrysene	ND	5.1		µg/Kg-dry	1	7/16/2004 12:53:00 PM
Dibenzo(a,h)anthracene	360	100		µg/Kg-dry	10	7/21/2004 2:00:00 AM
Fluoranthene	1,800	150		µg/Kg-dry	10	7/21/2004 2:00:00 AM
Fluorene	90	10		µg/Kg-dry	1	7/16/2004 12:53.00 PM
Indeno(1,2,3-cd)pyrene	710	100		µg/Kg-dry	10	7/21/2004 2:00:00 AM
Naphthalene	160	15		µg/Kg-dry	1	7/16/2004 12:53:00 PM
Phenanthrene	960	260		µg/Kg-dry	10	7/21/2004 2:00.00 AM
Pyrene	1,900	15		µg/Kg-dry	1	7/16/2004 12:53:00 PM

Qualifiers:

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B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-14 (0-1')
Work Order:	0407134	**Collection Date:**	7/8/2004 1:15:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-16	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
TARGET COMPOUND LIST (TCL) - VOC		**EPA 8260**				Analyst: DAH
1,1,1-Trichloroethane	ND	46		µg/Kg-dry	108	7/12/2004
1,1,2,2-Tetrachloroethane	ND	69		µg/Kg-dry	108	7/12/2004
1,1,2-Trichloroethane	ND	46		µg/Kg-dry	108	7/12/2004
1,1-Dichloroethane	ND	46		µg/Kg-dry	108	7/12/2004
1,1-Dichloroethene	ND	46		µg/Kg-dry	108	7/12/2004
1,2-Dichloroethane	ND	46		µg/Kg-dry	108	7/12/2004
1,2-Dichloropropane	ND	46		µg/Kg-dry	108	7/12/2004
2-Butanone	ND	170		µg/Kg-dry	108	7/12/2004
2-Hexanone	ND	170		µg/Kg-dry	108	7/12/2004
4-Methyl-2-pentanone	ND	170		µg/Kg-dry	108	7/12/2004
Acetone	ND	510		µg/Kg-dry	108	7/12/2004
Benzene	ND	46		µg/Kg-dry	108	7/12/2004
Bromodichloromethane	ND	69		µg/Kg-dry	108	7/12/2004
Bromoform	ND	69		µg/Kg-dry	108	7/12/2004
Bromomethane	ND	170		µg/Kg-dry	108	7/12/2004
Carbon disulfide	ND	170		µg/Kg-dry	108	7/12/2004
Carbon tetrachloride	ND	46		µg/Kg-dry	108	7/12/2004
Chlorobenzene	ND	46		µg/Kg-dry	108	7/12/2004
Chloroethane	ND	170		µg/Kg-dry	108	7/12/2004
Chloroform	ND	46		µg/Kg-dry	108	7/12/2004
Chloromethane	ND	170		µg/Kg-dry	108	7/12/2004
cis-1,2-Dichloroethene	ND	46		µg/Kg-dry	108	7/12/2004
cis-1,3-Dichloropropene	ND	46		µg/Kg-dry	108	7/12/2004
Dibromochloromethane	ND	69		µg/Kg-dry	108	7/12/2004
Ethylbenzene	ND	46		µg/Kg-dry	108	7/12/2004
m,p-Xylene	ND	69		µg/Kg-dry	108	7/12/2004
Methylene chloride	ND	230		µg/Kg-dry	108	7/12/2004
o-Xylene	70	46		µg/Kg-dry	108	7/12/2004
Styrene	ND	46		µg/Kg-dry	108	7/12/2004
Tetrachloroethene	ND	46		µg/Kg-dry	108	7/12/2004
Toluene	75	46		µg/Kg-dry	108	7/12/2004
trans-1,2-Dichloroethene	ND	46		µg/Kg-dry	108	7/12/2004
trans-1,3-Dichloropropene	ND	46		µg/Kg-dry	108	7/12/2004
Trichloroethene	2,700	46		µg/Kg-dry	108	7/12/2004
Vinyl chloride	ND	69		µg/Kg-dry	108	7/12/2004
1,2-Dichloroethene, Total	ND	69		µg/Kg-dry	108	7/12/2004
1,3-Dichloropropene, Total	ND	69		µg/Kg-dry	108	7/12/2004
Xylenes, Total	ND	100		µg/Kg-dry	108	7/12/2004
CYANIDE, TOTAL		**EPA 9014**				Analyst: KAE

Qualifiers:

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J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-14 (0-1')
Work Order:	0407134	**Collection Date:**	7/8/2004 1:15:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-16	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
Cyanide, Total	ND	0.53		mg/Kg-dry	1	7/16/2004
CHROMIUM, TRIVALENT			**CALCULATION**			Analyst: JJG
Chromium, Trivalent	10	0.53		mg/Kg-dry	1	7/19/2004
CHROMIUM, HEXAVALENT			**EPA 7196A**		Prep Date: **7/14/2004**	Analyst: JJG
Chromium, Hexavalent	1.4	0.52		mg/Kg-dry	1	7/16/2004
PERCENT MOISTURE			**EPA 160.3**			Analyst: KAE
Percent Moisture	5.5	0.010		% of sample	1	7/12/2004

Qualifiers:

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J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contammant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-15 (0-1')
Work Order:	0407134	**Collection Date:**	7/8/2004 2:00:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-17	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
PCBS			**EPA 8082**		Prep Date: **7/15/2004**	Analyst: **RM**
Aroclor 1016	ND	57		µg/Kg-dry	1	7/17/2004 10:20:00 PM
Aroclor 1221	ND	57		µg/Kg-dry	1	7/17/2004 10:20:00 PM
Aroclor 1232	ND	57		µg/Kg-dry	1	7/17/2004 10:20:00 PM
Aroclor 1242	ND	57		µg/Kg-dry	1	7/17/2004 10:20:00 PM
Aroclor 1248	ND	57		µg/Kg-dry	1	7/17/2004 10:20:00 PM
Aroclor 1254	ND	57		µg/Kg-dry	1	7/17/2004 10:20:00 PM
Aroclor 1260	ND	57		µg/Kg-dry	1	7/17/2004 10:20:00 PM
MERCURY BY CVAA			**EPA 7471**		Prep Date: **7/16/2004**	Analyst: **JDA**
Mercury	0.015	0.0079		mg/Kg-dry	1	7/16/2004
METALS ANALYSIS BY ICP-MS			**EPA 6020A**		Prep Date: **7/16/2004**	Analyst: **RM**
Aluminum	5,500	240		mg/Kg-dry	500	7/19/2004 5:13:00 PM
Arsenic	3.1	0.049		mg/Kg-dry	1	7/17/2004 6:48:00 PM
Cadmium	0.093	0.024		mg/Kg-dry	1	7/17/2004 6:48:00 PM
Chromium	5.7	0.24		mg/Kg-dry	1	7/17/2004 6:48:00 PM
Copper	4.6	0.49		mg/Kg-dry	1	7/17/2004 6:48:00 PM
Lead	6.9	0.49		mg/Kg-dry	1	7/17/2004 6:48:00 PM
Magnesium	2,900	1.5		mg/Kg-dry	1	7/17/2004 6:48:00 PM
Nickel	7.7	0.49		mg/Kg-dry	1	7/17/2004 6:48:00 PM
Silver	ND	0.24		mg/Kg-dry	1	7/17/2004 6:48:00 PM
Zinc	ND	0.49		mg/Kg-dry	1	7/17/2004 6:48:00 PM
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS) - SIM			**EPA 8270M**		Prep Date: **7/14/2004**	Analyst: **DAH**
2-Methylnaphthalene	11	9.9		µg/Kg-dry	1	7/16/2004 1:26:00 PM
Acenaphthene	5.9	4.9		µg/Kg-dry	1	7/16/2004 1:26:00 PM
Acenaphthylene	ND	15		µg/Kg-dry	1	7/16/2004 1:26:00 PM
Anthracene	ND	9.9		µg/Kg-dry	1	7/16/2004 1:26:00 PM
Benzo(a)anthracene	66	49		µg/Kg-dry	5	7/21/2004 2:33:00 AM
Benzo(a)pyrene	ND	49		µg/Kg-dry	5	7/21/2004 2:33:00 AM
Benzo(b-k)fluoranthene	ND	99		µg/Kg-dry	5	7/21/2004 2:33:00 AM
Benzo(g,h,i)perylene	ND	49		µg/Kg-dry	5	7/21/2004 2:33:00 AM
Chrysene	100	25		µg/Kg-dry	5	7/21/2004 2:33:00 AM
Dibenzo(a,h)anthracene	ND	49		µg/Kg-dry	5	7/21/2004 2:33:00 AM
Fluoranthene	38	15		µg/Kg-dry	1	7/16/2004 1:26:00 PM
Fluorene	11	9.9		µg/Kg-dry	1	7/16/2004 1:26:00 PM
Indeno(1,2,3-cd)pyrene	ND	49		µg/Kg-dry	5	7/21/2004 2:33:00 AM
Naphthalene	ND	15		µg/Kg-dry	1	7/16/2004 1:26:00 PM
Phenanthrene	49	25		µg/Kg-dry	1	7/16/2004 1:26:00 PM
Pyrene	ND	74		µg/Kg-dry	5	7/21/2004 2:33:00 AM

Qualifiers:

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J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-15 (0-1')
Work Order:	0407134	**Collection Date:**	7/8/2004 2:00:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-17	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
TARGET COMPOUND LIST (TCL) - VOC			**EPA 8260**			Analyst: DAH
1,1,1-Trichloroethane	ND	42		µg/Kg-dry	100	7/12/2004
1,1,2,2-Tetrachloroethane	ND	63		µg/Kg-dry	100	7/12/2004
1,1,2-Trichloroethane	ND	42		µg/Kg-dry	100	7/12/2004
1,1-Dichloroethane	ND	42		µg/Kg-dry	100	7/12/2004
1,1-Dichloroethene	ND	42		µg/Kg-dry	100	7/12/2004
1,2-Dichloroethane	ND	42		µg/Kg-dry	100	7/12/2004
1,2-Dichloropropane	ND	42		µg/Kg-dry	100	7/12/2004
2-Butanone	ND	160		µg/Kg-dry	100	7/12/2004
2-Hexanone	ND	160		µg/Kg-dry	100	7/12/2004
4-Methyl-2-pentanone	ND	160		µg/Kg-dry	100	7/12/2004
Acetone	ND	470		µg/Kg-dry	100	7/12/2004
Benzene	ND	42		µg/Kg-dry	100	7/12/2004
Bromodichloromethane	ND	63		µg/Kg-dry	100	7/12/2004
Bromoform	ND	63		µg/Kg-dry	100	7/12/2004
Bromomethane	ND	160		µg/Kg-dry	100	7/12/2004
Carbon disulfide	ND	160		µg/Kg-dry	100	7/12/2004
Carbon tetrachloride	ND	42		µg/Kg-dry	100	7/12/2004
Chlorobenzene	ND	42		µg/Kg-dry	100	7/12/2004
Chloroethane	ND	160		µg/Kg-dry	100	7/12/2004
Chloroform	ND	42		µg/Kg-dry	100	7/12/2004
Chloromethane	ND	160		µg/Kg-dry	100	7/12/2004
cis-1,2-Dichloroethene	ND	42		µg/Kg-dry	100	7/12/2004
cis-1,3-Dichloropropene	ND	42		µg/Kg-dry	100	7/12/2004
Dibromochloromethane	ND	63		µg/Kg-dry	100	7/12/2004
Ethylbenzene	ND	42		µg/Kg-dry	100	7/12/2004
m,p-Xylene	ND	63		µg/Kg-dry	100	7/12/2004
Methylene chloride	ND	210		µg/Kg-dry	100	7/12/2004
o-Xylene	ND	42		µg/Kg-dry	100	7/12/2004
Styrene	ND	42		µg/Kg-dry	100	7/12/2004
Tetrachloroethene	ND	42		µg/Kg-dry	100	7/12/2004
Toluene	ND	42		µg/Kg-dry	100	7/12/2004
trans-1,2-Dichloroethene	ND	42		µg/Kg-dry	100	7/12/2004
trans-1,3-Dichloropropene	ND	42		µg/Kg-dry	100	7/12/2004
Trichloroethene	ND	42		µg/Kg-dry	100	7/12/2004
Vinyl chloride	ND	63		µg/Kg-dry	100	7/12/2004
1,2-Dichloroethene, Total	ND	63		µg/Kg-dry	100	7/12/2004
1,3-Dichloropropene, Total	ND	63		µg/Kg-dry	100	7/12/2004
Xylenes, Total	ND	95		µg/Kg-dry	100	7/12/2004
CYANIDE, TOTAL			**EPA 9014**			Analyst: KAE

Qualifiers:

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S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-15 (0-1')
Work Order:	0407134	**Collection Date:**	7/8/2004 2:00:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-17	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
Cyanide, Total	ND	0.53		mg/Kg-dry	1	7/16/2004
CHROMIUM, TRIVALENT			**CALCULATION**			Analyst: JJG
Chromium, Trivalent	0.80	0.53		mg/Kg-dry	1	7/19/2004
CHROMIUM, HEXAVALENT			**EPA 7196A**		Prep Date: **7/14/2004**	Analyst: JJG
Chromium, Hexavalent	4.9	0.51		mg/Kg-dry	1	7/16/2004
PERCENT MOISTURE			**EPA 160.3**			Analyst: KAE
Percent Moisture	4.9	0.010		% of sample	1	7/12/2004

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B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-16 (0-1')
Work Order:	0407134	**Collection Date:**	7/8/2004 2:45:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-18	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
PCBS			**EPA 8082**		Prep Date: **7/15/2004**	Analyst: **RM**
Aroclor 1016	ND	58		µg/Kg-dry	1	7/17/2004 10:57:00 PM
Aroclor 1221	ND	58		µg/Kg-dry	1	7/17/2004 10:57:00 PM
Aroclor 1232	ND	58		µg/Kg-dry	1	7/17/2004 10:57:00 PM
Aroclor 1242	ND	58		µg/Kg-dry	1	7/17/2004 10:57:00 PM
Aroclor 1248	ND	58		µg/Kg-dry	1	7/17/2004 10 57:00 PM
Aroclor 1254	ND	58		µg/Kg-dry	1	7/17/2004 10:57:00 PM
Aroclor 1260	ND	58		µg/Kg-dry	1	7/17/2004 10:57:00 PM
MERCURY BY CVAA			**EPA 7471**		Prep Date: **7/16/2004**	Analyst: **JDA**
Mercury	0.049	0.010		mg/Kg-dry	1	7/16/2004
METALS ANALYSIS BY ICP-MS			**EPA 6020A**		Prep Date: **7/16/2004**	Analyst: **RM**
Aluminum	6,200	230		mg/Kg-dry	500	7/19/2004 5:18:00 PM
Arsenic	3.1	0.045		mg/Kg-dry	1	7/17/2004 6:52:00 PM
Cadmium	0.45	0.023		mg/Kg-dry	1	7/17/2004 6:52:00 PM
Chromium	7.4	0.23		mg/Kg-dry	1	7/17/2004 6:52:00 PM
Copper	26	0.45		mg/Kg-dry	1	7/17/2004 6:52:00 PM
Lead	37	0.45		mg/Kg-dry	1	7/17/2004 6:52:00 PM
Magnesium	3,900	1.4		mg/Kg-dry	1	7/17/2004 6:52:00 PM
Nickel	7.8	0.45		mg/Kg-dry	1	7/17/2004 6:52:00 PM
Silver	ND	0.23		mg/Kg-dry	1	7/17/2004 6:52:00 PM
Zinc	ND	0.45		mg/Kg-dry	1	7/17/2004 6:52:00 PM
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS) - SIM			**EPA 8270M**		Prep Date: **7/14/2004**	Analyst: **DAH**
2-Methylnaphthalene	82	11		µg/Kg-dry	1	7/16/2004 9:34:00 AM
Acenaphthene	ND	5.5		µg/Kg-dry	1	7/16/2004 9:34:00 AM
Acenaphthylene	ND	16		µg/Kg-dry	1	7/16/2004 9:34:00 AM
Anthracene	51	11		µg/Kg-dry	1	7/16/2004 9:34:00 AM
Benzo(a)anthracene	140	11		µg/Kg-dry	1	7/16/2004 9:34:00 AM
Benzo(a)pyrene	55	11		µg/Kg-dry	1	7/16/2004 9:34:00 AM
Benzo(b-k)fluoranthene	100	22		µg/Kg-dry	1	7/16/2004 9:34:00 AM
Benzo(g,h,i)perylene	34	11		µg/Kg-dry	1	7/16/2004 9:34:00 AM
Chrysene	15	5.5		µg/Kg-dry	1	7/16/2004 9:34:00 AM
Dibenzo(a,h)anthracene	17	11		µg/Kg-dry	1	7/16/2004 9:34:00 AM
Fluoranthene	140	16		µg/Kg-dry	1	7/16/2004 9:34:00 AM
Fluorene	18	11		µg/Kg-dry	1	7/16/2004 9:34:00 AM
Indeno(1,2,3-cd)pyrene	31	11		µg/Kg-dry	1	7/16/2004 9:34:00 AM
Naphthalene	31	16		µg/Kg-dry	1	7/16/2004 9:34:00 AM
Phenanthrene	230	27		µg/Kg-dry	1	7/16/2004 9:34:00 AM
Pyrene	83	16		µg/Kg-dry	1	7/16/2004 9:34:00 AM

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P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-16 (0-1')
Work Order:	0407134	**Collection Date:**	7/8/2004 2:45:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-18	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
TARGET COMPOUND LIST (TCL) - VOC			**EPA 8260**			Analyst: DAH
1,1,1-Trichloroethane	ND	48		µg/Kg-dry	115	7/12/2004
1,1,2,2-Tetrachloroethane	ND	72		µg/Kg-dry	115	7/12/2004
1,1,2-Trichloroethane	ND	48		µg/Kg-dry	115	7/12/2004
1,1-Dichloroethane	ND	48		µg/Kg-dry	115	7/12/2004
1,1-Dichloroethene	ND	48		µg/Kg-dry	115	7/12/2004
1,2-Dichloroethane	ND	48		µg/Kg-dry	115	7/12/2004
1,2-Dichloropropane	ND	48		µg/Kg-dry	115	7/12/2004
2-Butanone	ND	180		µg/Kg-dry	115	7/12/2004
2-Hexanone	ND	180		µg/Kg-dry	115	7/12/2004
4-Methyl-2-pentanone	ND	180		µg/Kg-dry	115	7/12/2004
Acetone	ND	540		µg/Kg-dry	115	7/12/2004
Benzene	ND	48		µg/Kg-dry	115	7/12/2004
Bromodichloromethane	ND	72		µg/Kg-dry	115	7/12/2004
Bromoform	ND	72		µg/Kg-dry	115	7/12/2004
Bromomethane	ND	180		µg/Kg-dry	115	7/12/2004
Carbon disulfide	ND	180		µg/Kg-dry	115	7/12/2004
Carbon tetrachloride	ND	48		µg/Kg-dry	115	7/12/2004
Chlorobenzene	ND	48		µg/Kg-dry	115	7/12/2004
Chloroethane	ND	180		µg/Kg-dry	115	7/12/2004
Chloroform	ND	48		µg/Kg-dry	115	7/12/2004
Chloromethane	ND	180		µg/Kg-dry	115	7/12/2004
cis-1,2-Dichloroethene	ND	48		µg/Kg-dry	115	7/12/2004
cis-1,3-Dichloropropene	ND	48		µg/Kg-dry	115	7/12/2004
Dibromochloromethane	ND	72		µg/Kg-dry	115	7/12/2004
Ethylbenzene	ND	48		µg/Kg-dry	115	7/12/2004
m,p-Xylene	ND	72		µg/Kg-dry	115	7/12/2004
Methylene chloride	ND	240		µg/Kg-dry	115	7/12/2004
o-Xylene	ND	48		µg/Kg-dry	115	7/12/2004
Styrene	ND	48		µg/Kg-dry	115	7/12/2004
Tetrachloroethene	ND	48		µg/Kg-dry	115	7/12/2004
Toluene	ND	48		µg/Kg-dry	115	7/12/2004
trans-1,2-Dichloroethene	ND	48		µg/Kg-dry	115	7/12/2004
trans-1,3-Dichloropropene	ND	48		µg/Kg-dry	115	7/12/2004
Trichloroethene	ND	48		µg/Kg-dry	115	7/12/2004
Vinyl chloride	ND	72		µg/Kg-dry	115	7/12/2004
1,2-Dichloroethene, Total	ND	72		µg/Kg-dry	115	7/12/2004
1,3-Dichloropropene, Total	ND	72		µg/Kg-dry	115	7/12/2004
Xylenes, Total	ND	110		µg/Kg-dry	115	7/12/2004
CYANIDE, TOTAL			**EPA 9014**			Analyst: KAE

Qualifiers:

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P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-16 (0-1')
Work Order:	0407134	**Collection Date:**	7/8/2004 2:45:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-18	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
Cyanide, Total	ND	0.52		mg/Kg-dry	1	7/16/2004
CHROMIUM, TRIVALENT			**CALCULATION**			Analyst: **JJG**
Chromium, Trivalent	6.5	0.52		mg/Kg-dry	1	7/19/2004
CHROMIUM, HEXAVALENT			**EPA 7196A**		Prep Date: **7/14/2004**	Analyst: **JJG**
Chromium, Hexavalent	0 87	0.52		mg/Kg-dry	1	7/16/2004
PERCENT MOISTURE			**EPA 160.3**			Analyst: **KAE**
Percent Moisture	4.7	0.010		% of sample	1	7/12/2004

Qualifiers:

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J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-17 (3-4')
Work Order:	0407134	**Collection Date:**	7/8/2004 3:05:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-19	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
PCBS			**EPA 8082**		Prep Date: **7/15/2004**	Analyst: **RM**
Aroclor 1016	ND	66		µg/Kg-dry	1	7/17/2004 11:35:00 PM
Aroclor 1221	ND	66		µg/Kg-dry	1	7/17/2004 11:35:00 PM
Aroclor 1232	ND	66		µg/Kg-dry	1	7/17/2004 11:35:00 PM
Aroclor 1242	ND	66		µg/Kg-dry	1	7/17/2004 11:35:00 PM
Aroclor 1248	ND	66		µg/Kg-dry	1	7/17/2004 11:35:00 PM
Aroclor 1254	ND	66		µg/Kg-dry	1	7/17/2004 11:35:00 PM
Aroclor 1260	ND	66		µg/Kg-dry	1	7/17/2004 11:35:00 PM
MERCURY BY CVAA			**EPA 7471**		Prep Date: **7/16/2004**	Analyst: **JDA**
Mercury	0.025	0.0068		mg/Kg-dry	1	7/16/2004
METALS ANALYSIS BY ICP-MS			**EPA 6020A**		Prep Date: **7/16/2004**	Analyst: **RM**
Aluminum	5,200	230		mg/Kg-dry	500	7/19/2004 5:22:00 PM
Arsenic	3 3	0.047		mg/Kg-dry	1	7/17/2004 6:57:00 PM
Cadmium	0 53	0.023		mg/Kg-dry	1	7/17/2004 6.57:00 PM
Chromium	26	0.23		mg/Kg-dry	1	7/17/2004 6:57:00 PM
Copper	18	0.47		mg/Kg-dry	1	7/17/2004 6:57:00 PM
Lead	100	4.7		mg/Kg-dry	10	7/18/2004 8:26:00 PM
Magnesium	5,700	14		mg/Kg-dry	10	7/18/2004 8:26:00 PM
Nickel	9 8	0.47		mg/Kg-dry	1	7/17/2004 6:57:00 PM
Silver	0.45	0.23		mg/Kg-dry	1	7/17/2004 6:57:00 PM
Zinc	ND	0.47		mg/Kg-dry	1	7/17/2004 6:57:00 PM
POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS) - SIM			**EPA 8270M**		Prep Date: **7/14/2004**	Analyst: **DAH**
2-Methylnaphthalene	110	11		µg/Kg-dry	1	7/16/2004 1:59:00 PM
Acenaphthene	27	5.4		µg/Kg-dry	1	7/16/2004 1:59:00 PM
Acenaphthylene	40	16		µg/Kg-dry	1	7/16/2004 1:59:00 PM
Anthracene	140	11		µg/Kg-dry	1	7/16/2004 1:59:00 PM
Benzo(a)anthracene	310	11		µg/Kg-dry	1	7/16/2004 1:59:00 PM
Benzo(a)pyrene	230	54		µg/Kg-dry	5	7/21/2004 3.06:00 AM
Benzo(b-k)fluoranthene	500	110		µg/Kg-dry	5	7/21/2004 3:06:00 AM
Benzo(g,h,i)perylene	130	54		µg/Kg-dry	5	7/21/2004 3:06:00 AM
Chrysene	250	5.4		µg/Kg-dry	1	7/16/2004 1:59:00 PM
Dibenzo(a,h)anthracene	65	54		µg/Kg-dry	5	7/21/2004 3:06:00 AM
Fluoranthene	390	16		µg/Kg-dry	1	7/16/2004 1:59:00 PM
Fluorene	33	11		µg/Kg-dry	1	7/16/2004 1:59:00 PM
Indeno(1,2,3-cd)pyrene	150	54		µg/Kg-dry	5	7/21/2004 3:06:00 AM
Naphthalene	120	16		µg/Kg-dry	1	7/16/2004 1:59:00 PM
Phenanthrene	500	140		µg/Kg-dry	5	7/21/2004 3:06:00 AM
Pyrene	390	81		µg/Kg-dry	5	7/21/2004 3:06:00 AM

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-17 (3-4')
Work Order:	0407134	**Collection Date:**	7/8/2004 3:05:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-19	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
TARGET COMPOUND LIST (TCL) - VOC			**EPA 8260**			**Analyst: DAH**
1,1,1-Trichloroethane	ND	44		µg/Kg-dry	104	7/12/2004
1,1,2,2-Tetrachloroethane	ND	66		µg/Kg-dry	104	7/12/2004
1,1,2-Trichloroethane	ND	44		µg/Kg-dry	104	7/12/2004
1,1-Dichloroethane	ND	44		µg/Kg-dry	104	7/12/2004
1,1-Dichloroethene	ND	44		µg/Kg-dry	104	7/12/2004
1,2-Dichloroethane	ND	44		µg/Kg-dry	104	7/12/2004
1,2-Dichloropropane	ND	44		µg/Kg-dry	104	7/12/2004
2-Butanone	ND	160		µg/Kg-dry	104	7/12/2004
2-Hexanone	ND	160		µg/Kg-dry	104	7/12/2004
4-Methyl-2-pentanone	ND	160		µg/Kg-dry	104	7/12/2004
Acetone	ND	490		µg/Kg-dry	104	7/12/2004
Benzene	ND	44		µg/Kg-dry	104	7/12/2004
Bromodichloromethane	ND	66		µg/Kg-dry	104	7/12/2004
Bromoform	ND	66		µg/Kg-dry	104	7/12/2004
Bromomethane	ND	160		µg/Kg-dry	104	7/12/2004
Carbon disulfide	ND	160		µg/Kg-dry	104	7/12/2004
Carbon tetrachloride	ND	44		µg/Kg-dry	104	7/12/2004
Chlorobenzene	ND	44		µg/Kg-dry	104	7/12/2004
Chloroethane	ND	160		µg/Kg-dry	104	7/12/2004
Chloroform	ND	44		µg/Kg-dry	104	7/12/2004
Chloromethane	ND	160		µg/Kg-dry	104	7/12/2004
cis-1,2-Dichloroethene	ND	44		µg/Kg-dry	104	7/12/2004
cis-1,3-Dichloropropene	ND	44		µg/Kg-dry	104	7/12/2004
Dibromochloromethane	ND	66		µg/Kg-dry	104	7/12/2004
Ethylbenzene	ND	44		µg/Kg-dry	104	7/12/2004
m,p-Xylene	ND	66		µg/Kg-dry	104	7/12/2004
Methylene chloride	ND	220		µg/Kg-dry	104	7/12/2004
o-Xylene	ND	44		µg/Kg-dry	104	7/12/2004
Styrene	ND	44		µg/Kg-dry	104	7/12/2004
Tetrachloroethene	ND	44		µg/Kg-dry	104	7/12/2004
Toluene	58	44		µg/Kg-dry	104	7/12/2004
trans-1,2-Dichloroethene	ND	44		µg/Kg-dry	104	7/12/2004
trans-1,3-Dichloropropene	ND	44		µg/Kg-dry	104	7/12/2004
Trichloroethene	310	44		µg/Kg-dry	104	7/12/2004
Vinyl chloride	ND	66		µg/Kg-dry	104	7/12/2004
1,2-Dichloroethene, Total	ND	66		µg/Kg-dry	104	7/12/2004
1,3-Dichloropropene, Total	ND	66		µg/Kg-dry	104	7/12/2004
Xylenes, Total	ND	98		µg/Kg-dry	104	7/12/2004
CYANIDE, TOTAL			**EPA 9014**			**Analyst: KAE**

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	SB-17 (3-4')
Work Order:	0407134	**Collection Date:**	7/8/2004 3.05:00 PM
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-19	**Matrix:**	SOIL

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
Cyanide, Total	ND	0.53		mg/Kg-dry	1	7/16/2004
CHROMIUM, TRIVALENT			**CALCULATION**			Analyst: JJG
Chromium, Trivalent	24	0.53		mg/Kg-dry	1	7/19/2004
CHROMIUM, HEXAVALENT			**EPA 7196A**		Prep Date: **7/14/2004**	Analyst: JJG
Chromium, Hexavalent	1.9	0 51		mg/Kg-dry	1	7/16/2004
PERCENT MOISTURE			**EPA 160.3**			Analyst: KAE
Percent Moisture	4.9	0.010		% of sample	1	7/12/2004

Qualifiers:

ND - Not Detected at the Reporting Limit
J - Analyte detected below quantitation limits
B - Analyte detected in the associated Method Blank
* - Value exceeds Maximum Contaminant Level
S - Spike Recovery outside accepted recovery limits
P - Dual Column results percent difference > 40%
E - Value above quantitation range
H - Analyzed outside of Hold Time

e-Lab Analytical, Inc

Date: *July 21, 2004*

CLIENT:	ERM, Inc	**Client Sample ID:**	Trip Blank
Work Order:	0407134	**Collection Date:**	7/7/2004
Project:	Patrick Paint / Sturgis Iron & Metal		
Lab ID:	0407134-20	**Matrix:**	TRIP BLANK

Analyses	Result	Report Limit	Qual	Units	Dilution Factor	Date Analyzed
TARGET COMPOUND LIST (TCL) - VOC		EPA 8260				Analyst: BAT
1,1,1-Trichloroethane	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
1,1,2,2-Tetrachloroethane	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
1,1,2-Trichloroethane	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
1,1-Dichloroethane	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
1,1-Dichloroethene	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
1,2-Dichloroethane	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
1,2-Dichloropropane	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
2-Butanone	ND	5.0		µg/L	1	7/13/2004 3:44:00 AM
2-Hexanone	ND	5.0		µg/L	1	7/13/2004 3:44:00 AM
4-Methyl-2-pentanone	ND	5.0		µg/L	1	7/13/2004 3:44:00 AM
Acetone	ND	20		µg/L	1	7/13/2004 3:44:00 AM
Benzene	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
Bromodichloromethane	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
Bromoform	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
Bromomethane	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
Carbon disulfide	ND	2.5		µg/L	1	7/13/2004 3:44:00 AM
Carbon tetrachloride	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
Chlorobenzene	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
Chloroethane	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
Chloroform	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
Chloromethane	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
cis-1,2-Dichloroethene	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
cis-1,3-Dichloropropene	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
Dibromochloromethane	ND	1.0		µg/L	1	7/13/2004 3:44.00 AM
Ethylbenzene	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
m,p-Xylene	ND	2.0		µg/L	1	7/13/2004 3:44:00 AM
Methylene chloride	ND	5.0		µg/L	1	7/13/2004 3:44:00 AM
o-Xylene	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
Styrene	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
Tetrachloroethene	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
Toluene	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
trans-1,2-Dichloroethene	ND	1.0		µg/L	1	7/13/2004 3:44 00 AM
trans-1,3-Dichloropropene	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
Trichloroethene	ND	1.0		µg/L	1	7/13/2004 3:44:00 AM
Vinyl chloride	ND	1.0		µg/L	1	7/13/2004 3:44.00 AM
1,2-Dichloroethene, Total	ND	2.0		µg/L	1	7/13/2004 3.44.00 AM
1,3-Dichloropropene, Total	ND	2.0		µg/L	1	7/13/2004 3.44:00 AM
Xylenes, Total	ND	3.0		µg/L	1	7/13/2004 3:44:00 AM

Qualifiers:

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Phase I and II Environmental Site Assessment

Dresser, Dresser, Haas & Caywood, P C.

ANEWCO
1631 Oakland Avenue
Elkhart, Indiana

24 March 2005

www.erm.com

FINAL REPORT

Dresser, Dresser, Haas & Caywood, P.C.

Phase I and II Environmental Site Assessment
ANEWCO
1631 Oakland Avenue
Elkhart, Indiana

24 March 2005

Project No. 0027887

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EXECUTIVE SUMMARY

Environmental Resources Management (ERM) completed a Phase I and II Environmental Assessment of the ANEWCO facility located at 1631 Oakland Avenue in Elkhart, Indiana (the "Site" and "subject property"). The subject property consists of an approximately 4.79-acre parcel that is developed with a 39,520 square foot main (north) building and a 10,782 square foot secondary (south) building.

The subject property is a glass and mirror processing facility that was reported to have started around 1992. Prior to 1992, the property was used by Draggoo Group, Inc. and Draggoo Electric Company as an electrical services business starting in early 1980s. Prior to the early 1980s the Site was used by Elkhart Rubber Works since at least 1910. Current operations at the subject property include the cutting, doubling, beveling, de-grooving, V-grooving, placement of white backing to create decorative designs on glass and mirrors. Chemical materials required for the operations included cerium oxide, PNT-88 (lacquer/thinner), MERIT (a cleaning soap), and small quart-size containers of motor oil and grease. Waste materials from these operations include glass and mirror scraps, pretreated wash water, and dried wash water (settled) solids.

ERM reviewed a 28 July 1993 *The 1629 Corporation Environmental Testing Project* report prepared by Wightman Petrie Environmental, Inc., and a 17 August 1992, *Phase II Environmental Property Assessment* report prepared by Bruce Carter & Associates. The *1629 Corporation Environmental Testing Project* report revealed that a monitoring well was installed south of the manufacturing building in an area where chemical mixing was believed to have occurred while the property was occupied by Elkhart Rubber. Analysis of the soil and groundwater samples revealed concentrations of tetrachloroethene and 1,1,1-trichloroethane below cleanup standards. The *Phase II Environmental Property Assessment* report revealed that six (6) soil borings were conducted around the monitoring well and analysis of soil samples from these borings revealed low level contaminant concentrations. The detected concentrations do not exceed current Indiana Department of Environmental Management (IDEM) generic residential cleanup criteria.

Based on the information and data obtained during this investigation, ERM's assessment has revealed evidence of recognized environmental conditions (RECs), as defined by ASTM Practice E 1527, in connection with the subject property, except as described below. A REC is defined as "the presence or likely presence of *hazardous substances* or *petroleum products* on a *property* under conditions that indicate an existing release, a past release, or a material threat of a release of *hazardous substances* or *petroleum products*

into structures on the *property* or into the ground, groundwater, or surface water of the *property*, excluding *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies." ERM's assessment has revealed no evidence of RECs in connection with the subject property, with the exception of the following:

- Review of a 1917 Sanborn map revealed a 270-gallon gasoline tank located along the south wall of the Elkhart Rubber Works building. Potential leaks/spills associated with the gasoline tank represents a REC to the Site;

- Review of the 1917, 1927, 1950 and1968 Sanborn maps revealed a "vulcanization" tank used in the rubber treatment process located along the southern wall of the Elkhart Rubber Works building. Substances associated with the vulcanization tank operation represent a REC to the Site if releases occurred;

- Review of the 1950 and 1968 Sanborn maps revealed a machine shop that was located south of the office area. Contaminants associated with the machine shop operations represents a REC to the Site;

- Review of the 1950 and 1968 Sanborn maps revealed a "dip" tank that was located in the northwest corner of the southern building. Contaminants associated with the dip tank operation represent a REC to the Site;

- Review of the 1917, 1927 and 1950 Sanborn maps revealed an "oil house" south of the Elkhart Rubber Works Building. Contaminants associated with the oil house operation represent a REC to the Site; and

- Review of the EDR database reported revealed that the subject property is located on the northeastern corner of the Conrail Rail Yard National Priority List (NPL) site boundary. The 765-acre NPL site has been impacted by releases of carbon tetrachloride, oil, diesel fuel, hydrochloric acid, caustic soda, and degreasers. Although specific locations of contamination have not been assessed, past releases at the NPL site represents a REC to the Site.

- The Elkhart County Health Department - Environmental Health Division (ECHD-EHD) had files on a nearby leaking underground storage tank (LUST) site located at the corner of Wolf Avenue and 13th Street (south and potentially upgradient of the subject property). A release occurred at the site in 1990, and presents a REC to the subject property.

The following are ERM's conclusions and recommendations based on the Phase II investigation of the RECs:

- Soil – IDEM cleanup criteria exceedances for arsenic, lead, and/or SVOCs were detected in GP-3 (1 - 4'), GP-7 (0 - 3'), GP-10 (0 - 3'), GP-11 (0 - 3'), GP-13 (1 - 2'), and GP-14 (0.5 - 1.5'). The source of the impact appears to be from releases associated with a gasoline tank and other historical operations.

  Arsenic was detected in six (6) samples (GP-3, GP-7, GP-10, GP-11, GP-13 and GP-14) exceeding residential contact criteria, none exceeded industrial cleanup criteria. Based on the planned industrial use of the property, no further testing is recommended.

  Lead was detected in one (1) sample (GP-10) at a concentration exceeding both the residential and industrial contact criteria. This sample was collected near the former gasoline tank and the elevated lead concentrations may be associated with leaded gasoline. Additional investigation is recommended to determine the extent of soil impacted above industrial cleanup criteria and to estimate the cost for remediation.

  Several SVOCs were detected above residential and industrial cleanup criteria at GP-7, which was conducted adjacent to the former vulcanization tank. Five (5) SVOCs parameters exceeded industrial criteria. Black fill material was noted in this sample, but otherwise no obvious evidence of contamination. Analysis of soil samples collected from nearby borings GP-7, GP-8, and GP-11 did not indicate elevated concentrations of lead; therefore, this is likely to be an isolated condition. Additional investigation is recommended to determine the extent of soil impacted above industrial cleanup criteria and to estimate the cost for remediation.

- Groundwater – No exceedences of IDEM cleanup criteria were identified. No further investigation of groundwater is recommended.

- Asbestos – Five (5) homogeneous materials were identified as asbestos-containing materials (ACMs) or presumed asbestos-containing materials (PACMs). It is recommended that prior to any renovation or demolition activities conducted at the subject property, these materials should be properly removed and managed by a certified asbestos abatement contractor and proper notifications should be submitted to the appropriate government agencies.

1.0 *INTRODUCTION AND BACKGROUND*

1.1 *PURPOSE AND AUDITORS*

Environmental Resources Management (ERM) performed a Phase I and II Environmental Site Assessment (ESA) of ANEWCO ("ANEWCO"), located at 1631 Oakland Avenue, Elkhart, Indiana (the "Site" or the "subject property"). The environmental assessment was performed for Dresser, Dresser, Haas & Caywood, P.C., and Sturgis Iron and Metal Company in anticipation of a possible sale of the subject property.

The Phase I Site visit was conducted on 2 and 11 February 2005 by ERM assessor Dan Rusiecki. Mr. Rick Hollar, President of ANEWCO, was interviewed on 2 February 2005 for information regarding recent and historic operations at the Site. The Phase II investigation and an asbestos assessment were conducted on 23, 24 and 25 February 2005 by ERM assessors Dan Rusiecki and Paul Sterkenburg.

1.2 *SCOPE OF WORK*

This environmental assessment was conducted in accordance with ERM's proposals dated 31 January 2005, and 26 February 2005, and in general conformance with the requirements of ASTM Standard E1527-00 (Phase I only); *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.*

The assessment was conducted to evaluate the potential for environmental impacts on the subject property as a result of past or current activities on the property or surrounding properties. ERM's Phase I and II ESA included:

- an on-site inspection of the subject property to evaluate current conditions and identify areas of potential concern;
- a review of property history through interviews and review of fire insurance maps city directories;
- observation of adjacent properties and the local area to evaluate the potential for adverse environmental impact to the subject property;
- contracting of Environmental Data Resources (EDR) to identify sites of concern as required in the regulatory records review section of the ASTM standards for a Phase I Environmental Site Assessment;

- a preliminary building asbestos assessment included visible observations of readily accessible building areas, sample collection and analysis for asbestos;

- conducting seventeen (17) soil borings for collection of soil and groundwater samples; and

- submittal of samples for laboratory analysis of parameters potentially associated with historical operations.

Photographs of the Site and surrounding areas were taken to document current conditions and are included in Appendix A.

1.3 *LIMITATIONS*

This report is based upon the application of scientific principles and professional judgment to certain facts with resultant subjective interpretations. Professional judgments expressed herein are based on the facts currently available within the limits of the existing data, scope of work, budget, and schedule. We make no warranties, expressed or implied, including, without limitation, warranties as to merchantability or fitness for a particular purpose. In addition, the information provided in this report is not to be construed as legal advice.

ERM is not engaged in environmental auditing and reporting for the purpose of advertising, sales promotion, or endorsement of any client's interests, including raising investment capital, recommending investment decisions, or other publicity purposes. The client acknowledges that this report has been prepared for the exclusive use of the client and agrees that ERM reports or correspondence will not be used or reproduced in full or in part for such purposes, and may not be used or relied upon in any prospectus, offering circular, or similar document. Client also agrees that none of its advertising, sales promotion, or other publicity matter containing information obtained from this audit and report will mention or imply the name of ERM.

1.4 *LIMITING ON-SITE CONDITIONS*

Limiting conditions were encountered during the Site visit consisted of snow on the ground that limited a visual inspection of the ground for staining and distressed vegetation. In addition, a small building at the Site, which was reported as being vacant, could not be accessed due to a jammed door. The weather during the Site visit on 2 February 2005 was

partly cloudy and the temperature approximately 30°F. The Site visit on 11 February 2005 was cloudy and the temperature approximately 30°F.

2.0 *SITE SETTING*

2.1 *LOCATION*

The Site is located at 1631 Oakland Avenue, within the city limits of Elkhart, Indiana. The Site is developed with a manufacturing and office building occupying approximately 39,520 square feet on the northern portion of the Site, and a storage building occupying approximately 10,782 square feet located on the southern portion of the Site. The total Site encompasses approximately five (5) acres. The general location of the property and the physiographic features of the surrounding area are shown on Figure 1, developed from the United States Geological Survey (USGS) 7.5-minute topographic map for the Elkhart, Indiana quadrangle (dated 1994).

Tax assessor records and a legal description of the Site, as provided by the Elkhart County Board of Realtors, is included in Appendix B.

2.2 *NEIGHBORING PROPERTIES*

The Site is located in a commercial area. Adjacent properties include:

- North: Railroad tracks and a residence.
- East: Oakland Avenue and residences.
- South: Residences and West Wolf Avenue.
- West: Elkhart Metals.

ERM did not observe visual evidence of potential environmental concerns at the adjacent properties.

2.3 *TOPOGRAPHY AND HYDROLOGY*

The Site is located at an elevation of approximately 750 feet above mean sea level (msl), with a ground surface that that is relatively flat with the surrounding area. The overall area slopes gently to the north-northwest. The nearest major surface water body is the St. Joseph River, which is located approximately 1,700 feet to the northwest.

Storm water runoff at the Site infiltrates into the ground or is directed to the municipal storm water sewer along Oakland Avenue.

No suspected wetland areas were noted on the property during ERM's Site visit. EDR's review of the National Wetlands Inventory and Federal Emergency Management Agency's floodplain maps for the area did not identify coverage for the Site.

2.4 *GEOLOGY AND HYDROGEOLOGY*

Limited site-specific geologic and hydrogeologic information was available to ERM from a 28 July 1993 *The 1629 Corporation Environmental Testing Project* report prepared by Wightman Petrie Environmental, Inc. Based on the report, the soils at the Site consists of a coarse sand and fine gravel to approximately 9 feet below grade, which is underlain by a coarse sand. Saturated coarse sand was at depth of approximate 17 feet below grade. The depth to groundwater is approximately 16 feet below grade.

Groundwater flow direction can be influenced locally and regionally by the presence of local wetland features, surface topography, recharge and discharge areas, horizontal and vertical inconsistencies in the types and location of subsurface soils, and proximity to water pumping wells. No water supply wells were identified in the EDR report within ¼ mile of the subject property.

3.0 SITE AND OPERATIONS INFORMATION

3.1 GENERAL SITE DESCRIPTION

A Site map is provided as Figure 2 and the enlargement of the building is provided on Figure 3. The subject property consists of an approximately 4.79-acre parcel that is developed with a 39,520 square foot main (north) building and a 10,782 square foot secondary (south) building. The two buildings were constructed approximately 75 years ago (1929 or earlier). A parking area (bare ground and gravel) is located to the east of the main building with access drives to the east off Oakland Avenue. A parking area (asphalt paved) is located west of the secondary (south) building with an access drive to the north off West Wolf Avenue.

The subject property is currently used for glass and mirror processing. Current and former operations at the Site are discussed in Section 3.3.

The main (north) building contains the glass and mirror processing operations and an office, and the secondary (south) building is used for storage. The building materials in the office area include vinyl tile floors, wood paneled walls, dropped acoustical ceiling tiles, and block/brick walls. The glass and mirror processing areas of the main and secondary buildings have concrete block walls, concrete floors, and wood ceilings.

3.2 UTILITIES

The Site is provided with the following utilities:

- Water provided by the City of Elkhart;
- Sanitary sewer provided by the City of Elkhart;
- Electricity from the AEP; and
- Natural gas by NIPSCO.

The building is heated with natural gas-fired space heaters.

3.3 PROCESSES AND MATERIAL USE

3.3.1 *Current Operations*

The Site is a glass and mirror processing facility that was reported was started around 1992. Operations at the subject property include the cutting,

doubling, beveling, de-grooving, V-grooving, placement of white backing, and creating decorative designs on glass and mirror orders.

3.3.2 *Discontinued Operations*

According to Mr. Hollar, the Site has been used as a glass and mirror processing facility since approximately 1992 (see Section 4.0 for further discussion of the Site history). Mr. Hollar reported that the process that places the decorative designs on glass and mirrors have been reduced in the past couple of years. The designs are created by placing lacquer on the glass or mirror and sending the material through ovens thereby creating a design on the material. Mr. Hollar reported that only one of four ovens is currently used in the operations. Mr. Hollar reported that prior to 1992, the property was used by Draggoo Group, Inc. and Draggoo Electric Company as an electrical services business that started in early the early 1980s. Prior to the early 1980s the Site was used by Elkhart Rubber Works until at least 1959. Mr. Hollar was not aware of the use of the property prior to 1959, and was not aware of the operations Elkhart Rubber Works conducted at the Site.

3.4 *CHEMICAL USE AND STORAGE*

Current chemical storage at the Site (at the time of the walkover) included three (3) 5-gallon containers of tar, an open 5-gallon container of oil, one (1) 55-gallon drum of Nitric Acid, nineteen (19) 5-gallon containers of ink, one (1) 55-gallon drum of soap, five (5) 55-gallon drums of PNT-88 (lacquer/thinner), one (1) 55-gallon drum of MERIT (a lacquer/thinner), two (2) 55-gallon drums of dry cerium oxide, four (4) 200-gallon tots of settling water, one (1) 55-gallon drum of cyclohexanone (a lacquer/thinner), twenty plus 1-gallon containers of ink, a 5-gallon container of cangol (ink), six (6) 5-gallon container of crystalustre compound (ink), a 55-gallon drum of screen wash (soap), and approximately ten (10) 1-gallon containers of paint. Mr. Hollar reported that all these materials will be removed from the Site, when his business moves to another location.

Five (5) propane tanks were used for the fork lift.

Hazardous and non-hazardous wastes were reportedly generated in minor quantities, as discussed further in Section 3.5.

3.4.1 *Container Storage*

As indicated above, chemical materials were formerly stored in 55-gallon drums and smaller containers in the former boiler house, dumpster area, east storage area, glass processing area, and the furnace/glass storage area of the main (north) building. These areas have concrete floors that appeared to be in fair condition with some cracking.

3.4.2 *Underground Storage Tanks (USTs)*

Mr. Hollar reported that no underground storage tanks (USTs) were present at the Site. ERM did not observe any evidence of USTs at the Site.

3.4.3 *Aboveground Tanks (ASTs)*

ERM observed a four (4) 200-gallon totes or aboveground storage tanks (ASTs) inside the glass processing area. The ASTs contained wash water (with the cerium oxide) and were used as settling tanks. The ASTs appeared to be in good condition. No staining of the floors around the ASTs was noted.

3.5 *HAZARDOUS AND NON-HAZARDOUS WASTE MANAGEMENT*

3.5.1 *Hazardous Waste*

No hazardous waste management activities were observed at the Site during the Site walkover. Mr. Hollar was not aware of any prior generation of hazardous wastes.

3.5.2 *Non-Hazardous Waste*

According to Mr. Hollar, non-hazardous wastes generated included paper and cardboard. The general refuse is removed by BFI and disposed of at Elkhart County Landfill.

Mr. Hollar reported that sediment from the settling tanks were removed by BFI and disposed of at Elkhart County Landfill. The wash water from the glass and mirror processing were contained in the ASTs and allowed to settle for approximately six (6) months. The water from the ASTs is discharged through the City of Elkhart sanitary sewer system and the settlement material was placed in an open 200-gallon container and allowed to dry. The dried material was then placed in a dumpster and removed by BFI for disposal.

3.6 *WATER, WASTEWATER AND STORM WATER*

3.6.1 *Water*

According to Mr. Hollar, the Site and surrounding areas uses municipal water from the City of Elkhart.

3.6.2 *Wastewater*

The facility generates sanitary waste that is discharged to the City of Elkhart. The facility generated wash water from the glass and mirror processing that is discharged to the City of Elkhart sanitary sewer system. Mr. Hollar reported that the City of Elkhart has monitored the discharge from Site but has stopped the monitoring two (2) years ago. Mr. Hollar indicated that the Site has not received any notices of violation from the City of Elkhart from the discharge monitoring.

ERM observed two (2) floor drains in the main (north) building and a floor drain in the secondary (south) building. Mr. Hollar reported that the floor drains are connected the City of Elkhart sanitary sewer system. No staining or unusual odors were noted in or around the floor drains.

3.6.3 *Storm Water*

Storm water from roof drains flows to the ground. Storm water runoff from the parking areas and the remaining areas of the Site infiltrates into the ground or flows into storm water sewer system along Oakland Avenue.

According to Mr. Hollar, the Site has not prepared a Storm Water Pollution Prevention Plan (SWP3) or a Notification of Intent (NOI) to participate in the Indiana general permit program.

3.7 *AIR EMISSIONS*

According to Mr. Hollar, the Site does generate some air emissions from ovens that are used as a silt screen processes that in-print decorative design onto the glass or mirror products. Mr. Hollar reported that the Site has four (4) ovens but only one (1) oven is used, because of the Site could not cost-effectively operate the four ovens. No air permits were obtained or are required for this operation.

Mr. Hollar reported that approximately four (4) years ago, the Indiana Occupational Safety and Health Administration (OSHA) conducted air

monitoring at the Site because of an anomalous complaint. The air monitoring revealed that the air at the Site was clean and that the Site did not violate any Indiana air emissions or permitting requirements. Mr. Hollar reported that OSHA did not send him any documents concerning the monitoring findings.

3.8 *POLYCHLORINATED BIPHENYLS (PCBS)*

ERM inspected the property for types of equipment that have been historically associated with the use of PCBs as a dielectric fluid coolant and stabilizer. According to Mr. Hollar, the Site did not have any transformers, capacitors or any equipment that contained PCBs. Inspection of the main (north) building revealed three (3) dry-type non-PCB transformers. No staining was noted on the floor around the transformers.

Inspection of the secondary (south) buildings revealed electrical equipment consisting of capacitors, fuses and fuse boxes, wiring, and small dry-type non-PCB transformers.

3.9 *LEAD-CONTAINING MATERIALS*

In 1978 the Lead-Based Paint Poison Prevention Act (LBPPPA) banned the sale and use of lead-based paint. The buildings at the Site were constructed prior to 1978 and the paints used in the buildings may likely contained lead-based paint (LBP). However, the interior and exterior surfaces of the main (north) and secondary (south) buildings were not painted. The interior walls of the office area were painted and may contain LBPs. The paint on the walls was intact with no signs of chipping, pealing or deterioration.

3.10 *VISUAL INDICATIONS OF ON-SITE CONTAMINATION*

Inspection of the Site grounds was limited by snow cover. ERM did not observe any ASTs or UST piping systems at the Site.

3.11 *ASBESTOS-CONTAINING MATERIALS*

Asbestos was banned in most friable building materials (sprayed applied surfacing materials and thermal system insulation) in 1978, but the Occupational Safety and Health Administration deems spray applied

surfacing materials, thermal system insulation materials, and vinyl flooring materials as "presumed asbestos-containing materials" (PACMs) if they are present in pre-1980 buildings (Title 29 of the Code of Federal Regulations, Parts 1910.1001 and 1926.1101).

The OSHA PACM definition does not include all suspect asbestos-containing material (ACM). The use of ACMs as building materials, except in the case of friable surfacing materials and thermal system insulation, has not been prohibited. Building materials that are ACMs can continue to be used. In 1989 the EPA published the Ban and Phase-Out Final Rule, allowing a 7-year period to prohibit the future manufacturing, importation, processing, and distribution in commerce of most ACMs. However, this rule was partially overturned in 1992, an action that allows the continued use of asbestos in a variety of products. Although less likely, asbestos can still be found in some present day building materials, including floor tile.

ERM conducted visual observations for suspect asbestos-containing materials in easily accessible areas. Building materials that could be considered "suspect ACM" include brick insulation in the Old Boiler House, vinyl floor tile and suspended acoustical ceiling tile in the Office Area. The suspect ACMs appeared to be in good physical condition and should not pose a health hazard. Should any ACM which is present become damaged and friable, or disturbed during restoration or construction activities, this could result in release of airborne asbestos and pose potential exposure hazards. This would require abatement or long-term management. An assessment of the suspected ACMs is discussed in Section 7.0.

3.12 *ENVIRONMENTAL NOISE*

Mr. Hollar reported that there have not been any noise complaints relating to Site activities.

4.0 *ASSESSMENT OF PAST LAND USE AND OPERATIONS*

4.1 *GENERAL INFORMATION*

Based on Site records and interview with Mr. Hollar, a glass and mirror processing operation has began at the Site around 1992 when the property was purchased. The main (north) and secondary (south) buildings were reportedly constructed at least 75 plus years ago (around 1929). Operations at the subject property include the cutting, doubling, beveling, de-grooving, V-grooving, placement of white backing, and creative decorative designs on glass and mirror orders. Mr. Hollar reported that prior to 1992, the property was used by Draggoo Group, Inc. and Draggoo Electric Company as an electrical services business that starting in early the early 1980s. Prior to the early 1980s the Site was used by Elkhart Rubber Works until at least 1959. Mr. Hollar was not aware of the use of the property prior to 1959, and was not aware of the operations Elkhart Rubber Works conducted at the Site.

4.2 *PREVIOUS ENVIRONMENTAL REPORTS*

Previous environmental reports related to the Site that were reviewed by ERM include:

- A 28 July 1993 *The 1629 Corporation Environmental Testing Project* report prepared by Wightman Petrie Environmental, Inc.; and
- A 17 August 1992, *Phase II Environmental Property Assessment* report prepared by Bruce Carter & Associates.

The *1629 Corporation Environmental Testing Project* report revealed that a monitoring well was installed south of the manufacturing building in a area where chemical mixing was believed to have occurred while the property was occupied by Elkhart Rubber. Analysis of the soil and groundwater samples revealed concentrations of tetrachloroethene and 1,1,1-trichloroethane below drinking water standards.

The *Phase II Environmental Property Assessment* report revealed that six (6) soil borings were conducted around the monitoring well and analysis of soils samples from these borings did not reveal any concentrations of surface contamination exceeding the Indiana Department of Environmental Management (IDEM) residential drinking water cleanup criteria.

4.3 *EVALUATION OF HISTORIC INFORMATION SOURCES*

To determine past uses of the subject property and surrounding properties, ERM reviewed historical sources of information, as available. Historical aerial photography, topographic maps, Sanborn maps, and city directory review findings were provided by EDR. In additions, aerial photographs were provided by National Medial Consultants BBL (BBL), and Kosciusko County. Copies of these documents are presented in Appendix C.

Summary of Historical Records Reviewed

	Years Reviewed	
Source of Information	**Subject Property**	**Adjacent Properties**
Interviews	Rick Hollar	Rick Hollar
Sanborn Fire Insurance Company Maps	1910, 1917, 1927, 1950 and 1968	1910, 1917, 1927, 1950 and 1968
USGS Topographic Maps	1961, 1981 and 1994	1961, 1981 and 1994
Local Tax Records	All Available	Not Reviewed
City Directories	1945 - 2003	1945 - 2003
Aerial Photographs - EDR	1957, 1965, 1973, 1987 and 1992	1957, 1965, 1973, 1987 and 1992
Aerial Photographs - Elkhart County Archives and Microfilm Department	1977 and 1986	1977 and 1986
Aerial Photograph - TerraServer USGS	1999	1999
50-year Chain-of-Title	Not Reviewed	Not Reviewed

4.3.1 *Subject Property*

Based on the historical records described above, observations pertaining to the subject property include the following:

- The earliest historical record source for the Site is the 1910 Sanborn Fire Insurance Company Map. No other reasonably obtainable record sources are known to be available to document the Site history prior to 1910. The 1910 Sanborn map denotes Site as being developed with a building that was occupied by Elkhart Rubber Works, and a residential-type structure in the eastern section of the subject property.

- The next available record source (1917 Sanborn map) shows an addition to the northwest section of the Site building, a 270-gallon gasoline tank, a vulcanizing tank, an oil house and an insulation boiler located south of the building. The gasoline tank, vulcanizing tank and oil house may potentially contain hazardous substances and, therefore, present a recognized environmental condition (REC) to the subject property.

- The 1927 Sanborn map shows an addition to the northern half of the building and the removal of the 270 gallon gasoline tank.

- The 1950 Sanborn map shows additions to the Site, which included the following: an addition was constructed to the middle northern section of the main building; an additional office area was constructed along the east side of the main building; a machine shop building south of the eastern office was constructed; a miscellaneous building, an oil house and a box shooks building were constructed south of the main building; and a Plant #2 building consisting of a raw stock and gasket plant areas were constructed and located south of the main building. The map shows a laboratory area in the eastern section of the main building and a dip tank in the northwestern corner of Plant #2. The oil house, laboratory and dip tank potentially contained hazardous materials and, therefore, may present a REC to the subject property. In addition, the machine shop building potentially conducted operations that may have used or produced wastes consisting of solvents or petroleum products, and therefore, the machine shop presents a REC to the subject property.

- The 1957 aerial photograph depicts the Site as being developed. Due to limited resolution, Site features are not discernable.

- The 1961 topographic map depicts the main building on the Site.

- The 1965 aerial photograph depicts the Site as being developed. Due to limited resolution, Site features are not discernable.

- The 1968 Sanborn map does not show any significant changes to the Site since the 1950 Sanborn map, with the exception of the removal of the residential-type structure from the eastern section of the subject property.

- The 1973 and 1977 aerial photographs depict the Site as being developed. Due to limited resolution, Site features are not discernable.

- The 1981 topographic map is a revised 1961 topographic map that shows the addition of Plant #2 to the Site, as noted in the 1950 Sanborn map.

- The 1986 aerial photograph depicts the Site as being developed. Due to limited resolution, Site features are not discernable.

- The City Directory dated 1988 denotes the Site as being occupied by Draggoo Electric Company.

- The 1992 aerial photograph depicts the Site as being developed. Due to limited resolution, Site features are not discernable.

- The City Directory dated 1993 denotes the Site as being occupied by Draggoo Group, Inc.

- The 1994 topographic map is a revised 1961 topographic map that does not show any significant changes to the Site, since the 1981 topographic map.

- The City Directory dated 1998 denotes the Site as being occupied by Anew Company.

- The 1999 aerial photograph depicts the Site as being developed. Due to limited resolution, Site features are not discernable. However, the content in the aerial appears to be consistent with what was observed during the walkover.

- The City Directory dated 2003 denotes the Site as being occupied by Anew co.

Review of the historical documents from the Sanborn Fire Insurance Maps, USGS Topographic Maps, City Directories, and aerial photographs revealed the following issues that present a REC to the subject property:

- The 1917 Sanborn map shows the presence of a 270-gallon gasoline tank, a vulcanizing tank and an oil house south of the main building.

- The 1950 Sanborn map shows the presence of a machine shop building south of an eastern office addition, an oil house south of the main building, a laboratory area in the eastern section of the main building, and a dip tank in the northwestern corner of Plant #2.

ERM obtained a copy of current tax records for the Site from the Elkhart County Board of Realtors. These records indicate the Site is zoned Business/commercial/industrial, has two (2) buildings that are used for manufacturing-distribution, and the owned of the Site was not noted on the records. The records that the main building has a size of approximately 39,520 square feet and the south secondary building has a size of approximately 10,782 square feet. The main building was constructed around 1929 and covers an approximately 4.79-acre parcel. The Site occupies nine (9) parcels and the parcel numbers are present in the legal description provided Appendix B.

4.3.2 *Adjacent Properties and Surrounding Area*

Based on the historical records described above, past uses of adjacent properties and the surrounding area include the following:

- The 1910 Sanborn map does not depicts any adjacent properties.
- The 1917 Sanborn map depicts residential-type structures to the east and Sidway Mercantile Company to the west. The north and south adjacent properties are not depicted on the map.
- The 1927 Sanborn map depicts residential-type structures to the east, Pancost Milling Company (flour mill) and residential-type structures to the south, The Godfrey Conveyer Company, Inc. to the west, and NYCRR railroad tracks to the north.
- The 1950 Sanborn map depicts a Plywood & Sash & Door business to the south, and the remaining adjacent properties to the west, north and east remain the same as noted in the 1927 Sanborn map.
- The 1968 Sanborn map does not depict any significant changes of the adjacent properties.
- The 1957 through 1999 aerial photographs shows residential-type buildings to the east and south of the subject property, railroad tracks to the north, and industrial activities to the west of the subject property. No items of environmental concern on adjacent properties are discernable from the aerial photographs. However, due to limited resolution/photo quality, no significant environmental observations indicating waste storage, disposal or releases could be discerned from the aerial photographs.
- The 1961 through 1994 topographic maps did not show any discernable items of environmental concern with the adjacent properties.
- The 1945 through 2003 city directory indicates the presence of residential and commercial business at the adjoining properties. In addition, the city directory identified an Elkhart Rubber Works, Inc. at 1629 Oakland Avenue (which is located at the subject property). The city directory abstract indicate that the Elkhart Rubber Works, Inc. facility has been operating at 1629 Oakland Avenue from 1945 through 1979.

5.0 *DATABASE AND GOVERNMENT RECORDS REVIEW*

5.1 *ENVIRONMENTAL DATABASE SEARCH*

ERM contracted EDR to conduct a database search for agency records. The report, presented in Appendix D, defines and summarizes the ASTM databases reviewed and notes if any sites (including the subject property) were identified in the specified radius.

It should be noted that the computerized geocoding technology used in the database search is based on available census data and is only accurate to approximately ±300 feet. The EDR report provides a list of unmapped or "orphan" sites for which inadequate location information was provided. ERM has reviewed the list of "orphan" sites to determine if these sites are within the study radius, as described below.

Sites identified within the study radii were evaluated to determine if they are likely to have adversely impacted the subject property. The criteria used to evaluate the potential for adverse impact to the subject property include:

- distance from the subject property,
- expected depth and direction of groundwater flow,
- expected storm water flow direction, and
- the presence/absence of documented contaminant releases at the identified sites that have not been remedied to the satisfaction of regulators.

The identification of a site as potentially upgradient or downgradient is based on a presumed north-northwesterly groundwater flow gradient in the vicinity of the Site, towards the St. Joseph River.

5.1.1 *Subject Property*

The EDR report did not identify the subject property on any of the searched databases. However, the EDR report indicates the Site is within the study area (at the eastern edge) of the Conrail Rail Yard - National Priority List (NPL) site, identified below. The Conrail Rail Yard site consists of a 765-acre property that has been impacted by releases of carbon tetrachloride, oil, diesel fuel, hydrochloric acid, caustic soda, and degreasers. Impacts at the Conrail site have not been remediated.

5.1.2 *Surrounding Properties*

No properties were identified within the ASTM-specified search radii of the subject property in EDR's search of the Proposed NPL, RCRS-LQG, ERNS, SHWS, State Landfills, or VCP databases (the acronyms are defined in the EDR report). Several non-ASTM databases were also reviewed by EDR, with no mapped sites found in the CONSENT, Delisted NPL, FINDS, HMIRS, MLTS, NPL Liens, PADS, DOD, INDIAN RESERV, ODI, UMTRA, FUDS, RAATS, TRIS, TSCA, SSTS, FTTS, IN Spills, BULK and DRYCLEANERS (see EDR report).

The following nearby sites were identified within the ASTM-specified search radii on one or more of the specified databases:

1. Conrail Rail Yard (Elkhart), SR 33
   Database(s): CERCLIS, RCRA-SQG, FINDS, IN Spills, NPL, ROD

2. ARA Mfg. Co., 1317 Indiana Avenue
   Database(s): RCRA-SQG

3. Gano Plywood, Inc., 1334 West Wolf Avenue
   Database(s): LUST, UST

4. Seldom Rest Body Shop, 1317 West Indiana Avenue
   Database(s): RCRIS-SQG, FINDS

5. Benham West Brainfield Site, 10th Street/Indiana Avenue
   Database(s): US Brownfields

6. Elkhart Operating Headquarters, 907 Oakland Avenue
   Database(s): UST

7. Patrick Metals Elkhart, 1819 South 14th Street
   Database(s): RCRIS-SQG, FINDS, CORRACTS, CERC-NFRAP

8. Fidler, Inc., (no address reported)
   Database(s): MINES (sand and gravel)

9. Hermaseal Co., 1101 Lafayette Street
   Database(s): RCRIS-SQG, FINDS, TRIS, RCRA-TSDF, CORRACTS

10. American Electronic Components-LAF, 1101 Lafayette Street
    Database(s): RCRA-SQG

11. Hermaseal Co., 1101 Lafayette Street
    Database(s): RCRA-SQG

12. Smoke Express #3, 1589 West Franklin Street
    Database(s): LUST, UST

13. Oakland Auto Service, 1207 West Lusher Avenue
    Database(s): LUST, UST

ERM evaluated the information provided by EDR to determine the potential for these sites to adversely impact the subject property. Based on the location and status of the sites listed above, and a presumed northwesterly groundwater flow gradient, site #1 appears to pose a potential for impacting the subject property. Therefore, this site is considered to a REC to the subject property.

Seventeen (17) "orphan" sites listed in the EDR report could not be located due to insufficient data and further investigation to determine the potential for these orphan sites impact the subject site was not within the scope of this assessment.

5.2 *GOVERNMENT RECORDS REVIEW/INTERVIEWS*

5.2.1 *Local Agencies*

On 8 February 2005, ERM contacted Fire Chief Dennis Man of the City of Elkhart for information regarding former operations, USTs, and hazardous substance use/storage at the subject property. Mr. Man reported that there were no documents of any releases from USTs or ASTs at the subject property. Mr. Man could not recall if the subject property has any UST or ASTs. Mr. Man reported that there were some small fires at the subject property in the past twenty (20) years and that a building at the property did burned to the ground. Mr. Man also reported that there was a release of anhydrous ammonia approximately 20 years ago, from a railroad tanker located at the railroad station situated north-northwest of the subject property.

ERM submitted a Freedom of Information Act (FOIA) request to the City of Elkhart Public Works and Utilities Administration (City) for information on the subject property. City personnel found records on the subject site associated with an Industrial Wastewater Discharge Permit No. 97-01. The Wastewater Discharge Permit was effective dated July 1, 2003 and expires on July 1, 2008. The permit requires monitoring of the discharged wastewater for metals and other industrial compounds and

the submittal of periodic reports (see copy of permit for specific compound). A letter from the City dated 28 January 2002, reported that ANEWCO has been a permitted discharger since 1997, and during that time the company has experienced three effluent violations (1997, 1999, and 2000), and have filed thirteen (13) late reports. No other notices of violations have been reported since the 28 January 2002 letter. Copies of the City of Elkhart records are presented in Appendix E.

5.2.2 *State Agencies*

A FOIA request dated 8 February 2005 was made to the IDEM for information on the subject property. In addition, a FOIA request dated 17 February 2005, was made to the Elkhart County Health Department - Environmental Health Division (ECHD-EHD).

The IDEM did not have any records on the subject property. The ECHD-EHD did not have any files on the subject property but reported a nearby LUST site. The LUST site was located at the corner of Wolf Avenue and 13th Street (south and potentially upgradient of the subject property). The LUST site had a release in 1990; however, the ECHD-EHD did not have any other records on the LUST site. This LUST site presents a REC to the subject property.

6.0 *PHASE II ESA INVESTIGATION*

The following RECs were identified by the Phase I ESA conducted in connection with the subject property:

- Review of a 1917 Sanborn map revealed a 270-gallon gasoline tank located along the south wall of Elkhart Rubber Works building. Potential releases associated with the gasoline tank operation represents a REC to the Site;

- Review of the 1917, 1927, 1950 and1968 Sanborn maps revealed a vulcanization tank located along the southern wall of the Elkhart Rubber Works building. Potential releases associated with the vulcanization tank operation represents a REC to the Site;

- Review of the 1950 and 1968 Sanborn maps revealed a machine shop that was located south of the office area. Potential releases associated with the machine shop operations represents a REC to the Site;

- Review of the 1950 and 1968 Sanborn maps revealed a dip tank that was located in the northwest corner of the southern building. Potential releases associated with the dip tank operation represents a REC to the Site;

- Review of the 1917, 1927 and 1950 Sanborn maps revealed an oil house south of the Elkhart Rubber Works Building. Potential releases associated with the oil house operation represents a REC to the Site;

- Review of the EDR database reported revealed that the subject property is located on the northeastern corner of the Conrail Rail Yard National Priority List (NPL) site boundary. The 765-acre NPL site has been impacted by releases of carbon tetrachloride, oil, diesel fuel, hydrochloric acid, caustic soda, and degreasers. Although specific locations of contamination have not been inquired by this investigation, past releases at the NPL site represents a REC to the Site; and,

- The ECHD-EHD reported a LUST site at the corner of Wolf Avenue and 13th Street (potentially upgradient). This site presents a REC to the subject property.

An investigation of soil and groundwater was conducted at the Site to determine if contaminants are present at concentrations that may trigger remediation obligations or enforcement actions by the IDEM. The field procedures and findings are discussed below.

6.1 *FIELD ACTIVITIES*

On 23, 24 and 25 February 2005, seventeen (17) geoprobe borings (GP-1 through GP-14, and MW-1 through MW-3) were conducted on the subject property at the locations shown on Figure 4. The borings were advanced with a Geoprobe® drill rig by Terra Probe Environmental, Inc. of Ottawa Lake, Michigan. Soil samples were collected continuously for geologic logging and field screening with an iso butylene-calibrated photoionization detector (PID). The PID is capable of detecting volatile organic compounds (VOCs), albeit at a higher detection limit than in a laboratory analysis. PID readings were used to screen for potentially VOC-affected soils, and to select the sample interval for laboratory-analyzed samples. Groundwater samples were collected from temporary wells screened within the upper three (3) to four (4) feet of the water table, which was present at depths ranging between 16 and 20 feet below ground surface (bgs). Boring logs with field observations are presented in Appendix F.

Screening of the soil samples collected from the borings did not indicate any potential contamination (PID readings < 1 part per million [ppm] and no visual indications such as staining), with the exception of soils collected from GP-4, GP-7, GP-9, GP-11, GP-13, MW-1, MW-2, and MW-3. Soils from GP-7, GP-9, GP-11 and GP-13 had coke or coal fill material within the upper 1.5-feet of soil. A slight petroleum odor was detected in soils collected from GP-4 (8 - 20′), MW-1 (10 - 20′), MW-2 (10 - 23′), and MW-3 (12 - 20′). In addition, a trace of coal was observed at MW-1 (0.5 - 7.8′), and PID readings of 28 ppm and 30 ppm were noted at MW-2 (8 - 16′). Soils encountered in borings conducted at the Site generally consisted of dark brown or black silty sands with occasional thin lenses of gravel or clay, and some building debris (brick, concrete) in the upper foot of soil. Soils from approximately 1 to 23 feet bgs consisted of fine to medium grained sands with some silt.

6.2 *SOIL AND GROUNDWATER SAMPLE COLLECTION*

Based upon the findings identified by this Phase I ESA, investigation was conducted to evaluate the RECs. The table below identifies the on-site RECs and the corresponding borings conducted to evaluate the concern. Figure 4 depicts the sampling locations.

Recognized Environmental Condition (RECs)	Boring/Temporary Well
Former Machine Shop	GP-1, GP-2, GP-3, GP-4
Former Laboratory	GP-5, GP-6
Former Vulcanization Tank	GP-7, GP-8
Former 270-Gallon Gasoline Tank	GP-9, GP-10
Former Oil House	GP-11, GP-12
Former Dip Tank	GP-13, GP-14
General Groundwater Characterization	MW-1, MW-2, MW-3

Note: Soil and/or groundwater samples were selectively collected from borings for laboratory analyses based on field assessment and specific contaminants of concern. No samples from locations GP-1, GP-2, GP-5, or GP-9 were analyzed.

Samples collected for laboratory analysis were placed in clean, labeled jars and transported in an iced cooler to e-Lab of Holland, Michigan for analysis under chain-of-custody forms presented in Appendix G. Analytical parameters were selected based upon the following rationale:

- Volatile Organic Compounds (VOCs) - associated with petroleum hydrocarbons;
- Semi-Volatile Organic Compounds (SVOCs) - associated with petroleum hydrocarbons and waste oils;
- Metals - associated with historical vulcanization operations;
- Sulfate - associated with historical vulcanization processes;
- Polychlorinated Biphenyls (PCBs) - associated with various industrial uses, transformers and other electrical equipment, waste oils, certain paint formulations.

All sampling and analytical methodologies were consistent with U.S. EPA and IDEM protocol.

6.3 *SOIL AND GROUNDWATER ANALYTICAL RESULTS*

Analytical results are compared to Risk Integrated System of Closures (RISC) cleanup criteria generated by IDEM dated 1 January 2004. Cleanup criteria have been developed for residential and industrial/commercial land uses. The laboratory report and chain-of-custody are included in Appendix G. The results in Tables 1 (soil) and 2 (groundwater) compare the sample analyses to both the default residential and industrial closure levels (Appendix H). Residential levels are presented for comparative purposes to levels safe for unrestricted (*i.e.*, residential) land use. The industrial levels are presented for comparative purposes to levels safe for industrial land use. Comparison to residential criteria is made since these are the levels above which a property could be considered contaminated.

6.3.1 *Soil Data Evaluation*

Exceedances of criteria (residential and/or industrial) were identified at GP-3 (1 - 4′), GP-7 (0 - 3′), GP-10 (0 - 3′), GP-11 (0 - 3′), GP-13 (1 - 2′), and GP-14 (0.5 - 1.5′).

GP-3 (1 - 4′): this sample was collected south of the former machine shop; arsenic was detected above residential criteria; concentrations did not exceed industrial criteria;

GP-7 (0 - 3′): this sample was collected near the southeast side of the former vulcanization tank; arsenic and SVOCs - benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, indeno(1,2,3-cd)pyrene, and naphthalene were detected above residential criteria; all concentrations exceeded industrial criteria with the exception of arsenic and naphthalene;

GP-10 (0 - 3′): this sample was collected on the west end of the former gasoline tank; arsenic and lead were detected above residential criteria; lead concentration exceeded industrial criteria;

GP-11 (0 - 3′): this sample was collected on the north side of the former oil house; arsenic was detected above residential criteria; concentration did not exceed industrial criteria;

GP-13 (1 - 2′): this sample was collected north of the former dip tank located in the south building; arsenic was detected above criteria; concentration did not exceed industrial criteria; and

GP-14 (0.5 - 1.5′): this sample was collected west of the former dip tank located in the south building; arsenic was detected above criteria; concentration did not exceed industrial criteria.

6.3.2 *Groundwater Data Evaluation*

As indicated in Table 2, groundwater samples were collected from GP-3, GP-4, GP-6, GP-8, GP-10, GP-12, GP-14, MW-1, MW-2, and MW-3 to address each of the on-site RECs. No exceedances of IDEM criteria were identified at these locations.

6.3.3 *Trip Blank Data Evaluation*

As part of the laboratory quality assurance and quality control (QA/QC) program, two (2) trip blank samples were analyzed for VOCs. Trip blank #1 consisted of water and trip blank #2 consisted of methanol. Trip blank

#1 had concentrations of 1,1,1-trichloroethane (15 µg/L) and tetrachloroethene (2.6 µg/L that was slightly above the laboratory detection limit). Concentrations of 1,1,1-trichloroethane were detected in other samples collected from the subject property and was below IDEM residential cleanup criteria. No concentrations of tetrachloroethene were detected in any other samples collected from the subject property. Trip blank #2 did not have any concentrations of VOCs above the laboratory detection limits. Further evaluation of the data has been requested of the laboratory.

7.0 *ASBESTOS ASSESSMENT*

7.1 *PACM IDENTIFICATION/LOCATION*

Mr. Daniel R. Rusiecki of ERM conducted a visual walk-through of the buildings on 23 February 2005. The inspection of the buildings, involved identifying accessible friable and non-friable presumed asbestos-containing materials (PACMs) within the entire interior portions of the buildings; delineating homogeneous materials; quantifying the homogeneous materials; assessing the condition of the PACMs; and assessing the potential for disturbance of the PACMs. The homogeneous PACM (referring to material that is uniform in color and texture) identified during this limited inspection was documented on Homogeneous Materials Sheets found in Appendix I.

The areas in which each specific homogeneous material was found are noted in the Functional Area column of the Homogeneous Materials Sheets. The condition and friability of each material were assessed on-site and recorded on the Homogeneous Materials Sheet. The condition of the material was assessed for damage (*i.e.*, good, damaged, or significantly damaged) and if the material was friable or non-friable. The damage assessment was conducted as follows:

- Good (intact) - indicates that the material does not appear to show any signs of water, physical, or deterioration damage;
- Damaged - indicates that the material shows signs of water, physical, or deterioration damage which has localized damage of less than 25% or general damage of less than 10%; and
- Significantly damaged - indicates that the material shows signs of water, physical, or deterioration damage which has localized damage of more than 25% or general damage of more than 10%.

As a final inspection criterion, the materials were assessed for the potential for disturbance. The potential for disturbance is determined by evaluating four (4) factors (*i.e.*, accessibility, air erosion, frequency of contact, and vibration) and the level of potential disturbance (*i.e.*, low [L], moderate [M], and high [H]). The factors and levels of potential disturbance are delineated as follows:

- Accessibility - refers to materials that can be reached by the building occupants or custodial/maintenance personnel, either directly or with equipment or other objects;
- Air Erosion - refers to the potential for an air stream to erode a PACM surface causing fibers to be released;

- Frequency of Contact - refers to the potential for physical contact of a PACM which may cause fibers to be released;
- Vibration - refers to activities that would potentially create vibration of the PACM which accelerates the fiber release process;
- Low (L) - indicates that the material is not accessible, not subject to vibration, contact, or air erosion;
- Moderate (M) - indicates that the material is accessible, subject to vibration, contact, or air erosion but these materials are not disturbed on a regular basis; and
- High (H) - indicates that the material is accessible, subject to vibration, contact, or air erosion on a regular basis.

Inspection of the office area revealed suspended ceiling tiles consisting of fiberglass which was considered to be non-PACM. The fire doors and roofing material on the roof of the building were not sampled and were considered to be PACM.

7.2 *SAMPLE COLLECTION AND ANALYTICAL METHODS*

Mr. Rusiecki of ERM collected representative samples of PACMs from the building on 23 February 2005. Samples were collected from each PACM homogeneous material in accordance with Federal Regulations found in the Federal Register, Volume 52, No. 210, page 48419, Section 763.86, and per 29 CFR 1926.1101 section (k)(4)(B). Prior to sampling, all surface areas were moistened using a surfactant wetting agent to prevent the release of potential asbestos fibers. A section of the material was then cut, and a sample was retrieved and placed into an air tight, sealed container. After collection, the sample holes were sealed with a spackling compound. An Asbestos Sample Location/Analytical Results Sheet, which details the locations of the samples, is provided in Appendix J.

The samples were sent on 25 February 2005 to Environmental Hazards Services, L.L.C. (EHS) located at 7469 White Pine Road, Richmond, Virginia. EHS received the samples on 1 March 2005, and analyzed the samples for asbestos using polarized light microscopy (PLM) per EPA 600/R-93/116 test method.

7.3 *ASBESTOS ANALYSIS RESULTS*

The analytical results are presented on the EHS report in Appendix L and summarized on the Asbestos Sample Location/Analytical Results Sheets, in Appendix J. The analytical results reveal that the following

homogeneous material contains asbestos minerals, which make up more than 1% of the analyzed material:

E - Boiler Wall Insulation;
F - Mud Joint;
G - Mag Block Pipe Insulation;
H - Fire Door (PACM); and
I - Roofing (PACM).

The locations of homogeneous friable and non-friable ACMs and PACMs are shown on Figure 5.

Samples of homogeneous materials that did not contain asbestos minerals above 1% are as follows:

A - Brown Decorative Rolled-on Flooring;
B - Plaster Wall;
C - Gold Decorative Rolled-on Flooring; and
D - Cardboard Pipe Insulation.

8.0 *CONCLUSIONS AND RECOMMENDATIONS*

ERM completed a Phase I and II Environmental Site Assessment of the ANEWCO facility located at 1631 Oakland Avenue, Elkhart, Indiana. The assessments were performed in accordance with ERM's proposals dated 31 January 2005, and 16 February 2005, and in general conformance with the scope and limitations of ASTM Practice E 1527-00 (Phase I). Any exceptions to, or deletions from, the project scope of work are described in the applicable sections of this report.

Based on the information and data obtained during this investigation, ERM's assessment has revealed no evidence of RECs in connection with the subject property, with the exception of the following:

- Review of a 1917 Sanborn map revealed a 270-gallon gasoline tank located along the south wall of Elkhart Rubber Works building. Contaminants associated with the gasoline tank operation represents a REC to the Site;

- Review of the 1917, 1927, 1950 and1968 Sanborn maps revealed a vulcanization tank located along the southern wall of the Elkhart Rubber Works building. Contaminants associated with the vulcanization tank operation represents a REC to the Site;

- Review of the 1950 and 1968 Sanborn maps revealed a machine shop that was located south of the office area. Contaminants associated with the machine shop operations represents a REC to the Site;

- Review of the 1950 and 1968 Sanborn maps revealed a dip tank that was located in the northwest corner of the southern building. Contaminants associated with the dip tank operation represents a REC to the Site;

- Review of the 1917, 1927 and 1950 Sanborn maps revealed an oil house south of the Elkhart Rubber Works Building. Contaminants associated with the oil house operation represents a REC to the Site; and

- Review of the EDR database reported revealed that the subject property is located on the northeastern corner of the Conrail Rail Yard NPL site boundary. The 765-acre NPL site has been impacted by releases of carbon tetrachloride, oil, diesel fuel, hydrochloric acid, caustic soda, and degreasers. Although specific locations of contamination have not been inquired by this investigation, past releases at the NPL site represents a REC to the Site.

- The ECHD-EHD had files on a nearby LUST site located at the corner of Wolf Avenue and 13th Street (south and potentially upgradient of the subject property). A release occurred at the site in 1990, and presents a REC to the subject property.

The following are ERM's conclusions and recommendations based on the Phase II investigation of the RECs:

- Soil – IDEM cleanup criteria exceedances for arsenic, lead, and/or SVOCs were detected in GP-3 (1 - 4'), GP-7 (0 - 3'), GP-10 (0 - 3'), GP-11 (0 - 3'), GP-13 (1 - 2'), and GP-14 (0.5 - 1.5'). The source of the impact appears to be from releases associated with gasoline tank and other historical operations.

  Arsenic was detected in six samples (GP-3, GP-7, GP-10, GP-11, GP-13 and GP-14) exceeding residential contact criteria, none exceeded industrial cleanup criteria. Based on the planned industrial use of the property, no further testing is recommended.

  Lead was detected in one sample (GP-10) at a concentration exceeding both the residential and industrial contact criteria. This sample was collected near the former gasoline tank and the elevated lead concentrations may be associated with leaded gasoline. Additional investigation is recommended to determine the extent of soil impacted above industrial cleanup criteria and to estimate the cost for remediation.

  Several SVOCs were detected above residential and industrial cleanup criteria at GP-7, which was conducted adjacent to the former vulcanization tank. Five (5) SVOCs parameters exceeded industrial criteria. Black fill material was noted in this sample, but otherwise no obvious evidence of contamination. Analysis of soil samples collected from nearby borings GP-7, GP-8, and GP-11 did not indicate elevated concentrations of lead; therefore, this is likely to be an isolated condition. Additional investigation is recommended to determine the extent of soil impacted above industrial cleanup criteria and to estimate the cost for remediation.

- Groundwater – No exceedences of IDEM cleanup criteria were identified. No further investigation of groundwater is recommended.

- ACMs – Five (5) homogeneous materials were identified as ACMs or PACMs. It is recommended that prior to any renovation or demolition activities conducted at the subject property, these materials should be properly removed and managed by a certified asbestos abatement

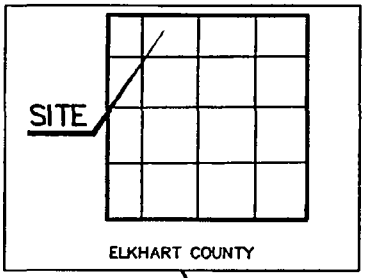
contractor and proper notifications should be submitted to the appropriate government agencies.

9.0 *QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS CONDUCTING THIS ASSESSMENT*

This assessment was conducted by Dan Rusiecki of ERM. This report was reviewed by Tom O'Connell of ERM. The professional qualifications for these ERM employees are included in Appendix L.

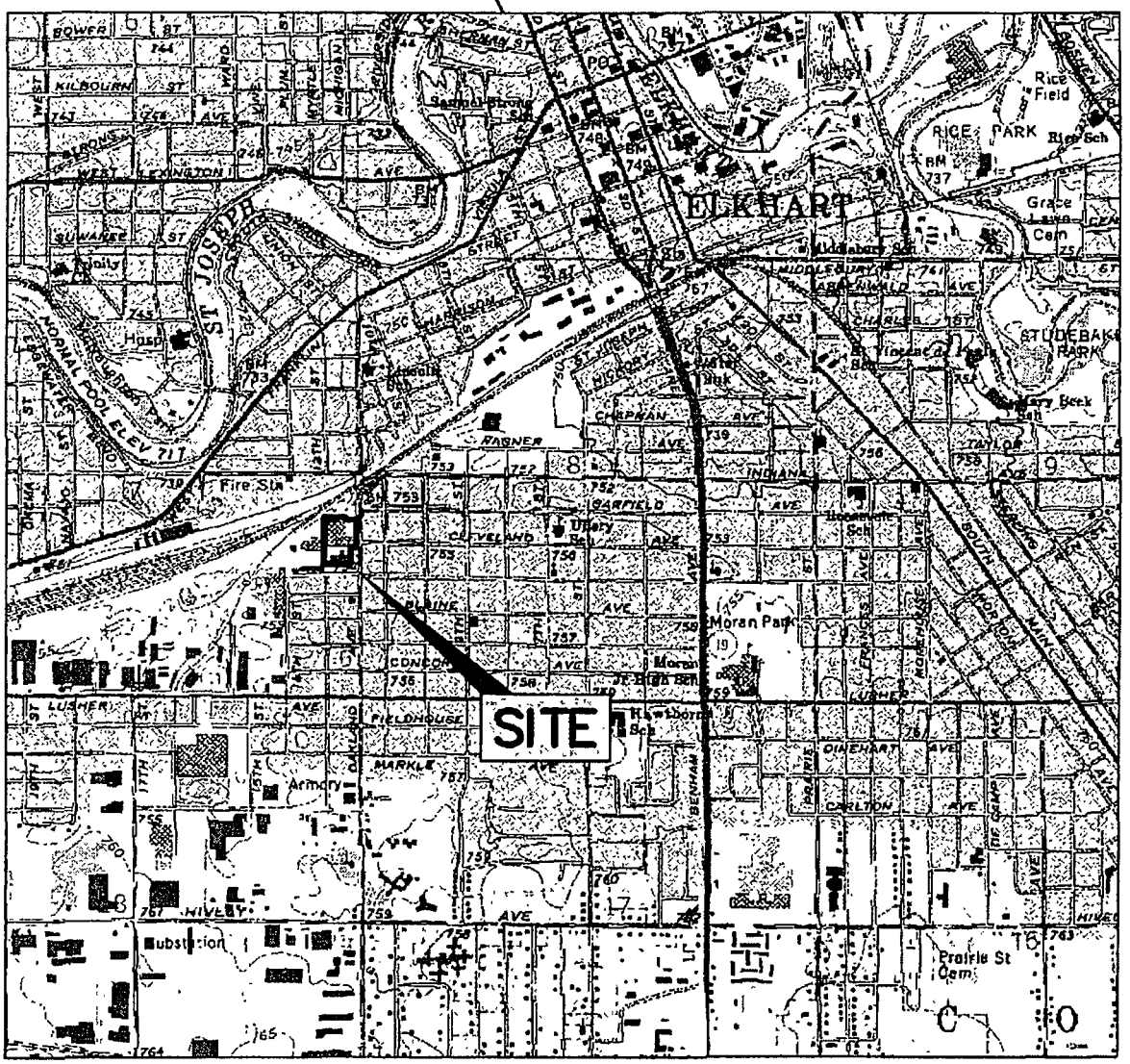
Figures

- *Figure 1 – Site Location Map*
- *Figure 2 – Site Map*
- *Figure 3 – Building Enlargement*
- *Figure 4 - Sampling Location Map*
- *Figure 5 – Asbestos-Containing Material Location Map*



SECTION 7
T.37N. – R.5E.
CITY OF ELKHART
ELKHART COUNTY
INDIANA

0 2000
SCALE (IN FEET)



SITE LOCATION MAP

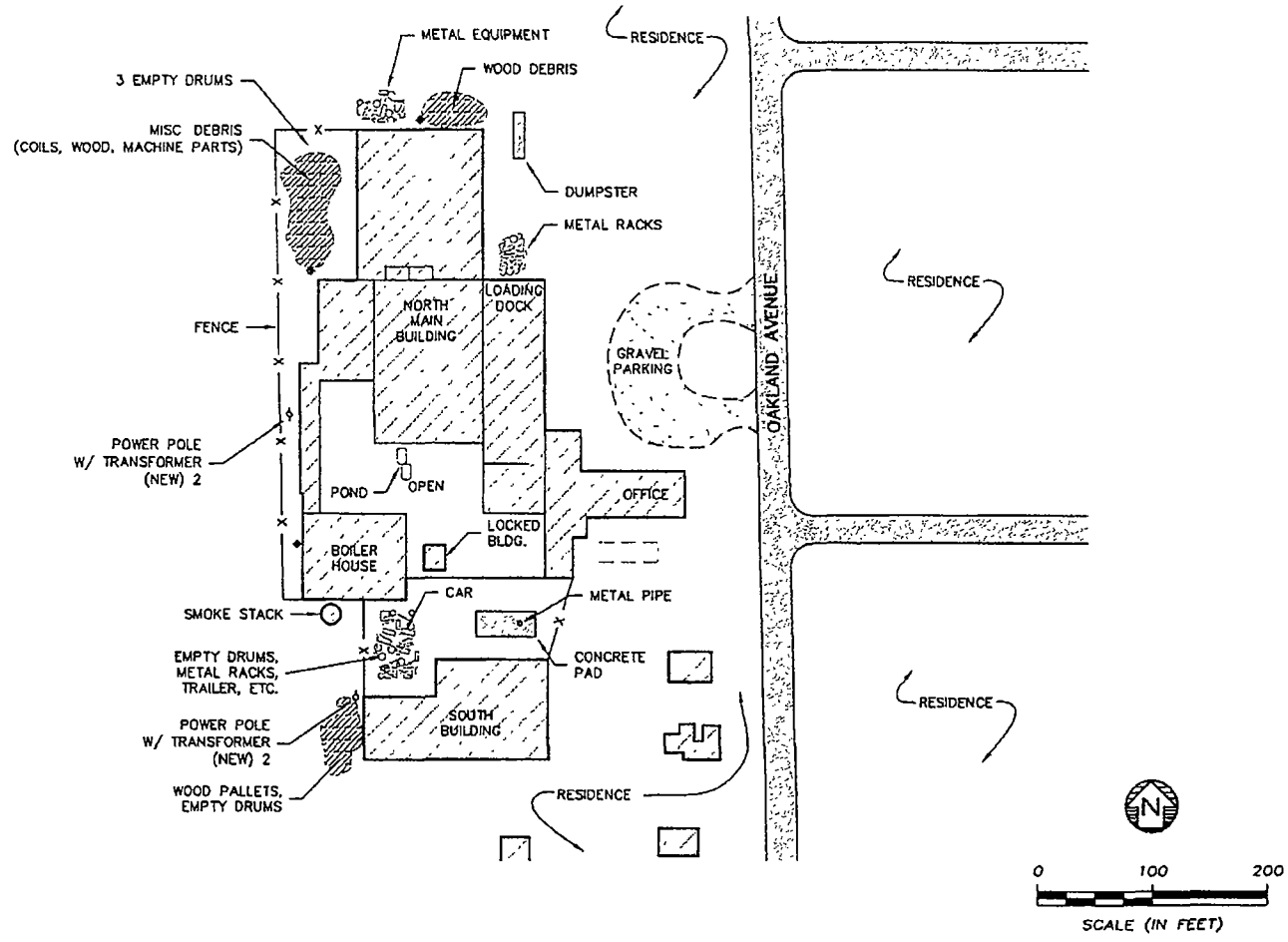
ADAPTED FROM USGS
ELKHART/1961–REVISED/1994

REVISIONS ARE TO BE MADE ON THE CADD FILE ONLY

ERM.	**STURGIS IRON AND METAL** 1631 OAKLAND AVENUE ELKHART, INDIANA	CADD Review RMK CHK'D DRR 0027887
Drawn By GML–02/21/05	Environmental Resources Management	FIGURE 1

R:\CADD\CintQ-T1\Sturgis Iron and Metal\0027887\ELKHART SITE\0027887-SLM.dwg, Model, 3/24/2005 4:31:49 PM, FAK

SITE MAP



Drawn By GML	ERM.	STURGIS IRON AND METAL 1631 OAKLAND AVENUE ELKHART, INDIANA	CHK'D DRR
CADD Review RMR			0027887
Date Drawn/Rev'd 2/21/04		Environmental Resources Management	FIGURE 2

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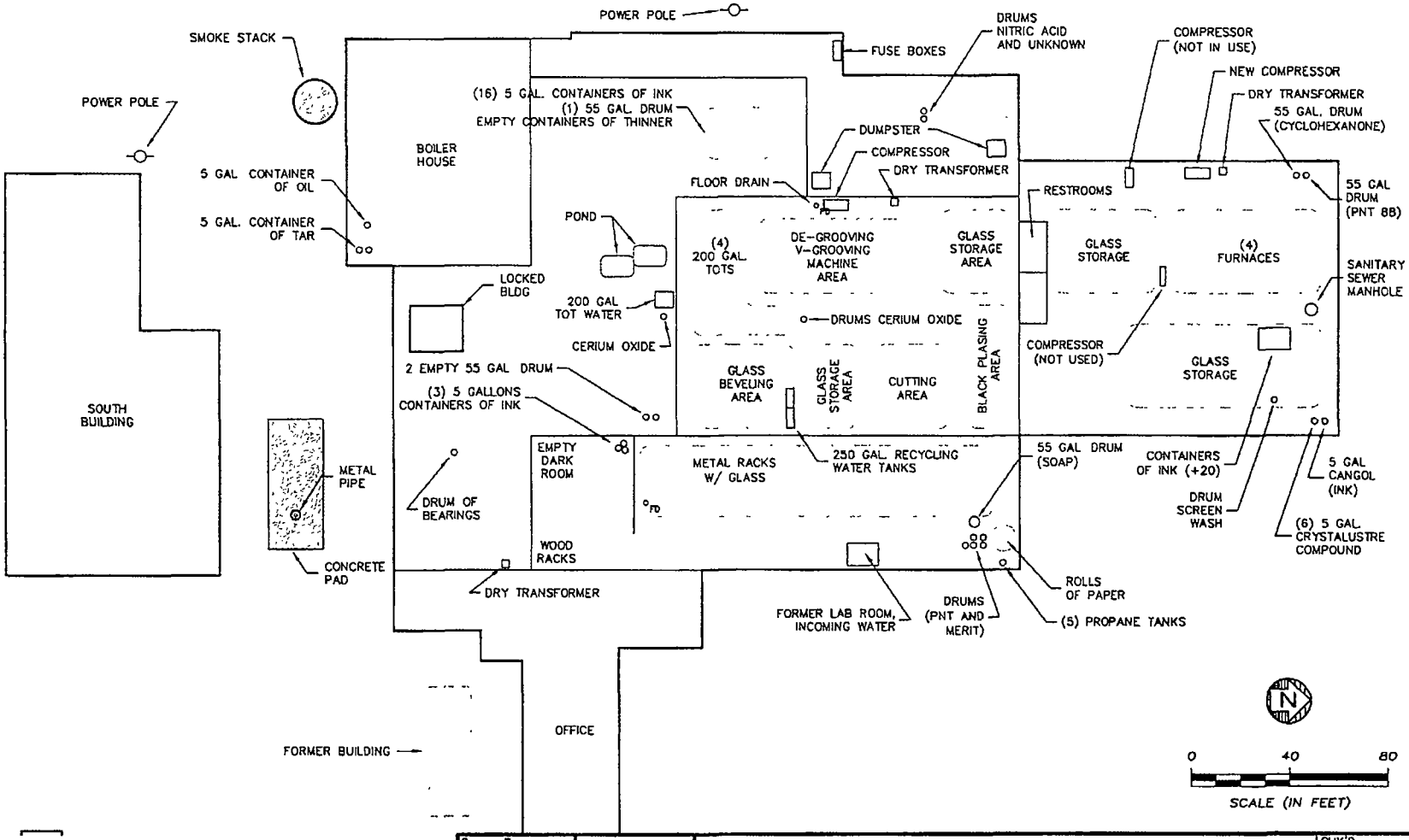
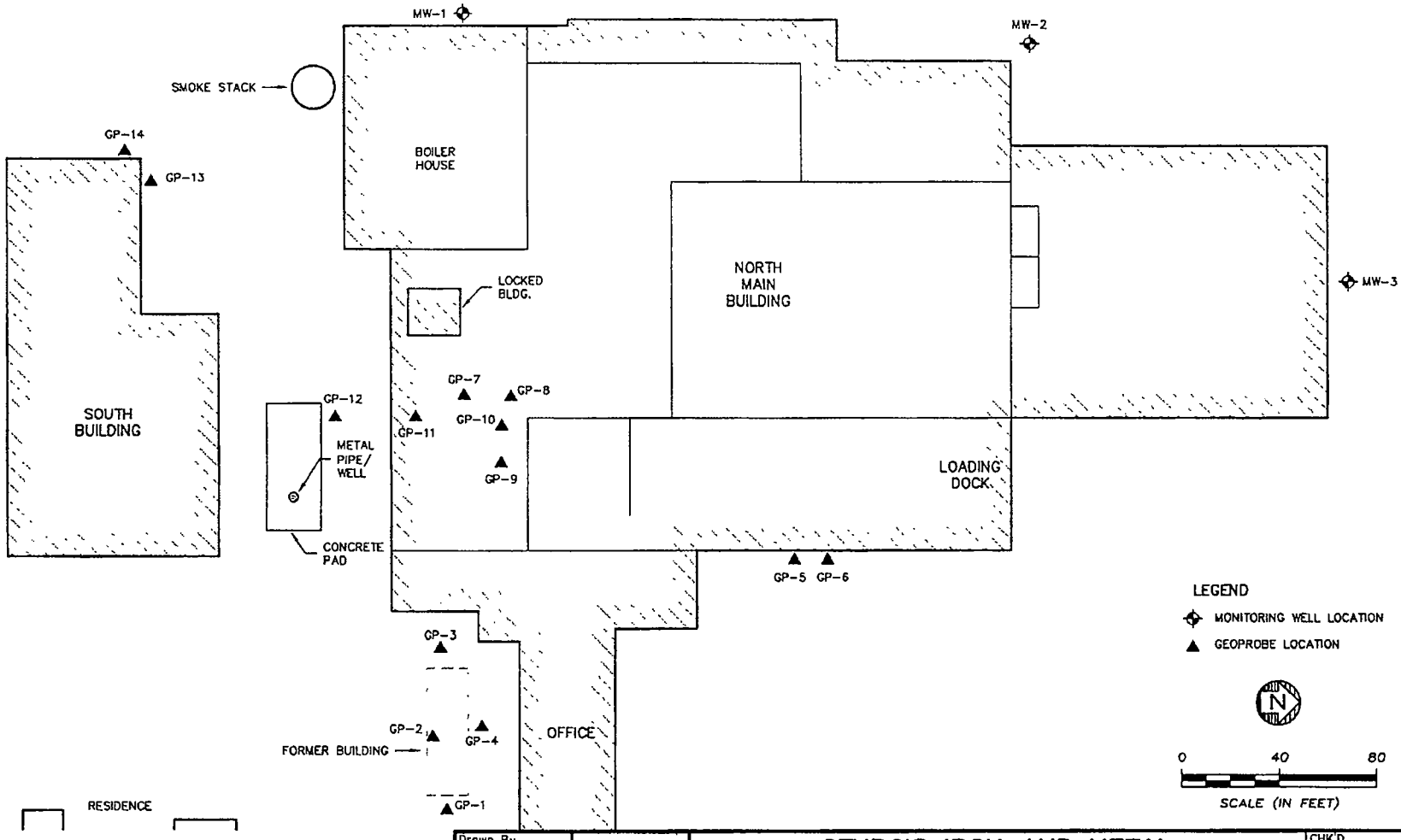
BUILDING ENLARGEMENT



Drawn By GML	ERM.	STURGIS IRON AND METAL 1631 OAKLAND AVENUE ELKHART, INDIANA	CHK'D
CADD Review			0027887
Date Drawn/Rev'd 2/21/04		Environmental Resources Management	FIGURE 3

R:\CADD\CIHQ-T1\Sturgis Iron and Metal\0027887\ELJOYART SITE\0027887-02.dwg, BUILDING, 3/24/2005 4:19:10 PM, FAK

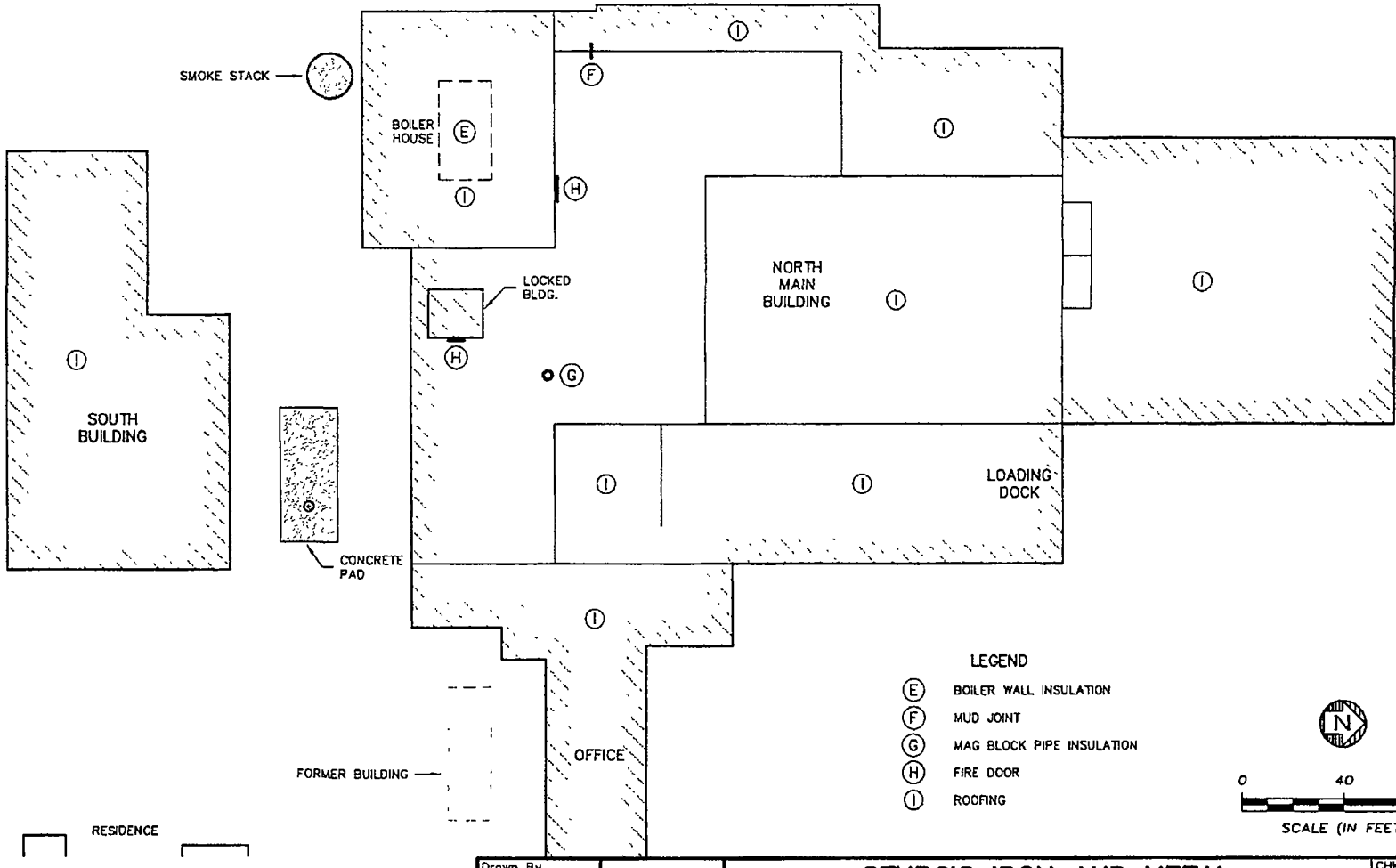
SAMPLE LOCATION MAP



Drawn By GML	ERM.	STURGIS IRON AND METAL 1631 OAKLAND AVENUE ELKHART, INDIANA	CHK'D TPO
CADD Review RMK			0027887
Date Drawn/Rev'd 2/21/04		Environmental Resources Management	FIGURE 4

R:\CADD\CintQ-T\Sturgis Iron and Metal\0027887\ELKHART SITE\0027887-02.dwg, SAMPLE MAP BLDG 9/10/2003 2:59:18 PM 1:1, GML

ASBESTOS – CONTAINING MATERIAL LOCATION MAP



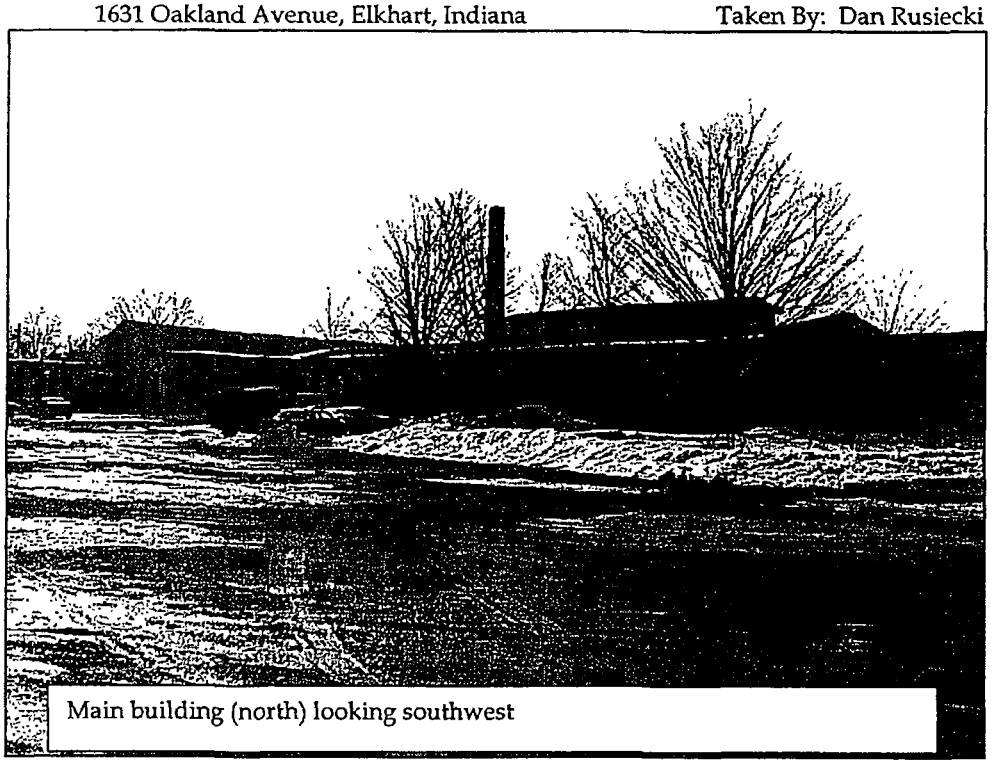
Drawn By GML	ERM.	STURGIS IRON AND METAL 1631 OAKLAND AVENUE ELKHART, INDIANA	CHK'D TPO
CADD Review RMK			0027887
Date Drawn/Rev'd 2/21/04		Environmental Resources Management	FIGURE 5

R:\CADD\CentO-T\Sturgis Iron and Metal\0027887\ELKHART SITE\0027887-02.dwg, ASBESTOS MAP, 3/24/2005 4:45:38 PM, FAK

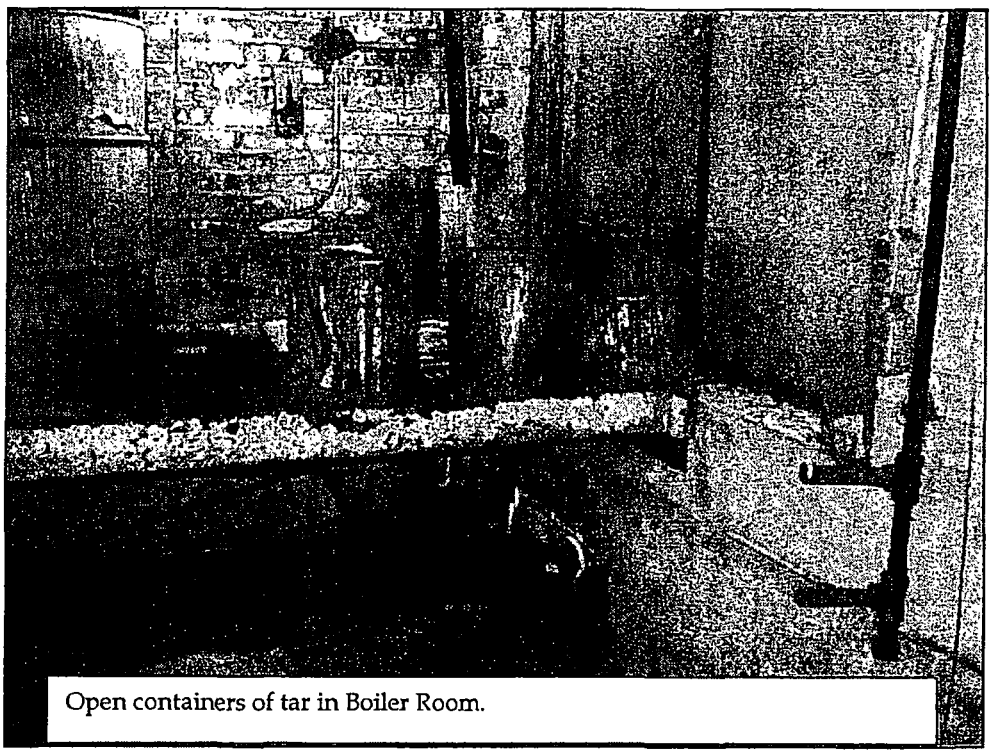
Appendix A
Site Photographs

Site: Sturgis Iron & Metal
1631 Oakland Avenue, Elkhart, Indiana

Photo Date: 02/02/05
Taken By: Dan Rusiecki



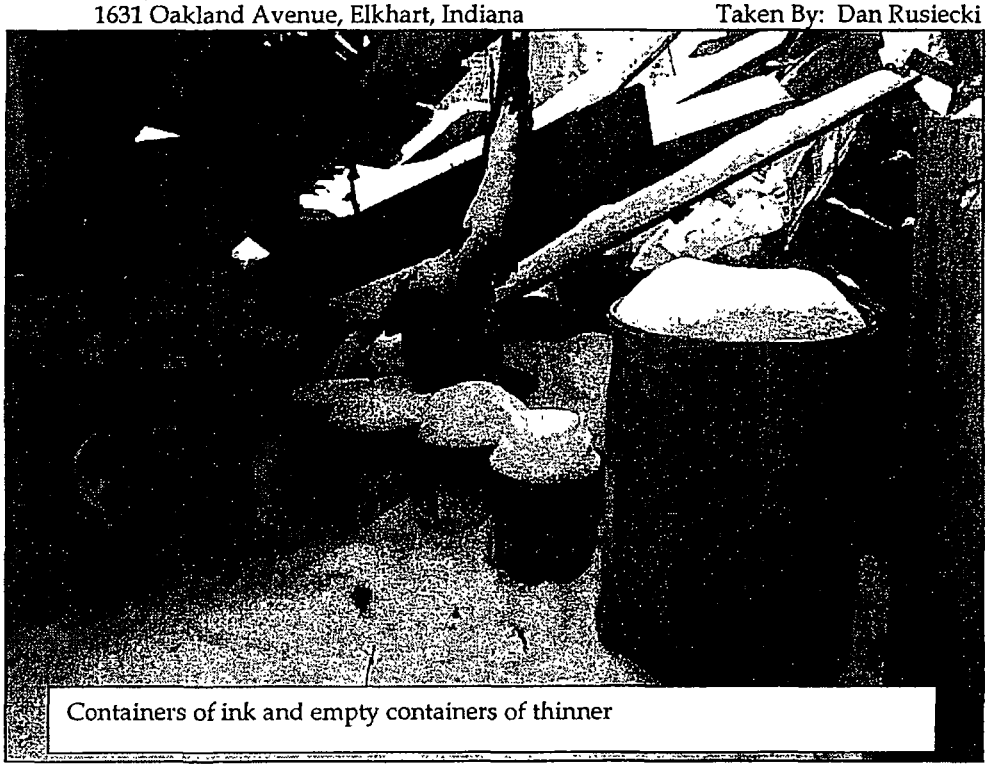
Main building (north) looking southwest



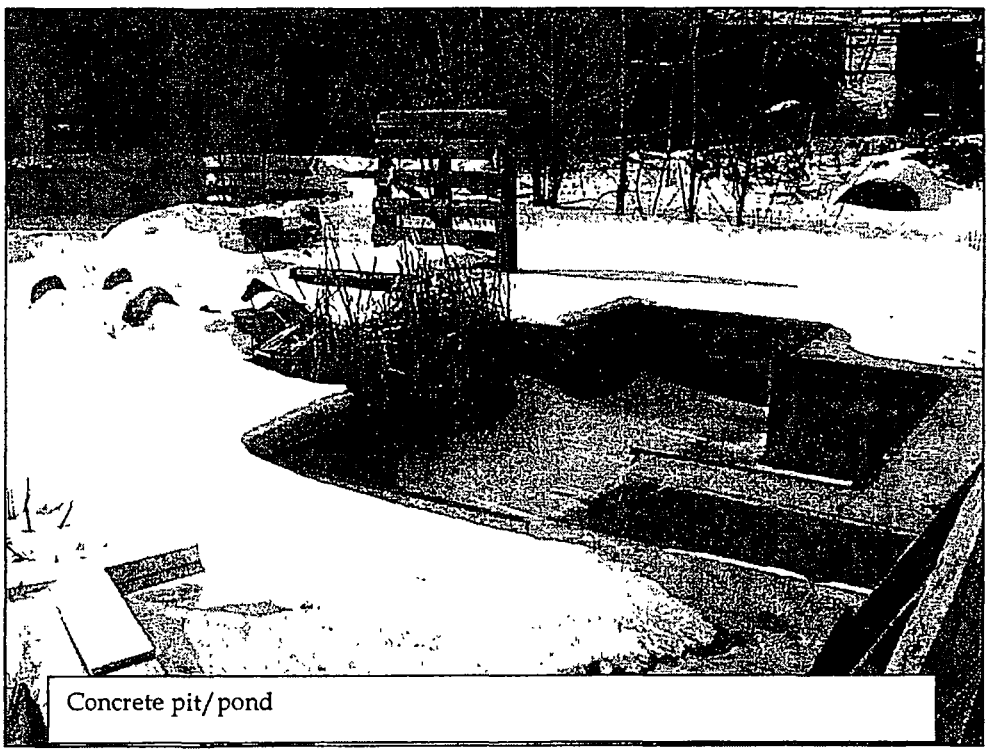
Open containers of tar in Boiler Room.

Site: Sturgis Iron & Metal
1631 Oakland Avenue, Elkhart, Indiana

Photo Date: 02/02/05
Taken By: Dan Rusiecki



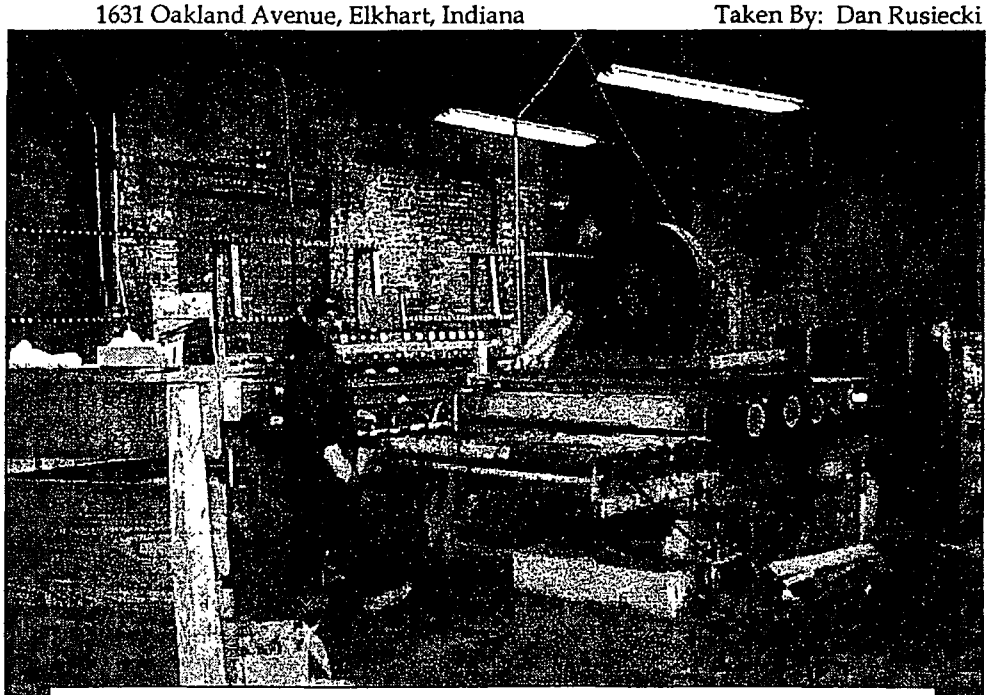
Containers of ink and empty containers of thinner



Concrete pit/pond

Site: Sturgis Iron & Metal
1631 Oakland Avenue, Elkhart, Indiana

Photo Date: 02/02/05
Taken By: Dan Rusiecki

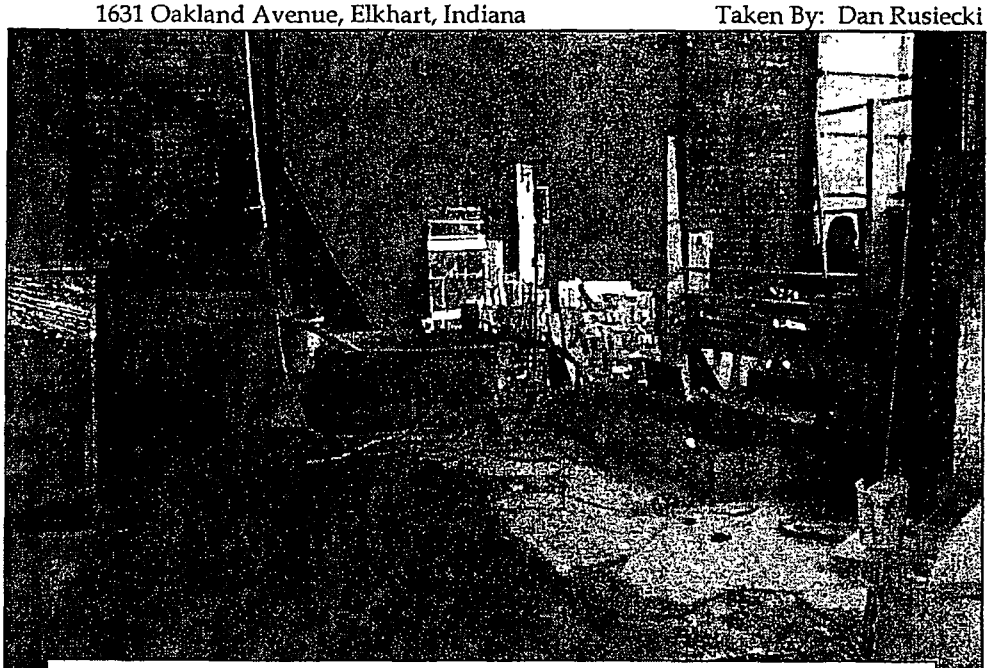


Current glass/mirror beveling operations

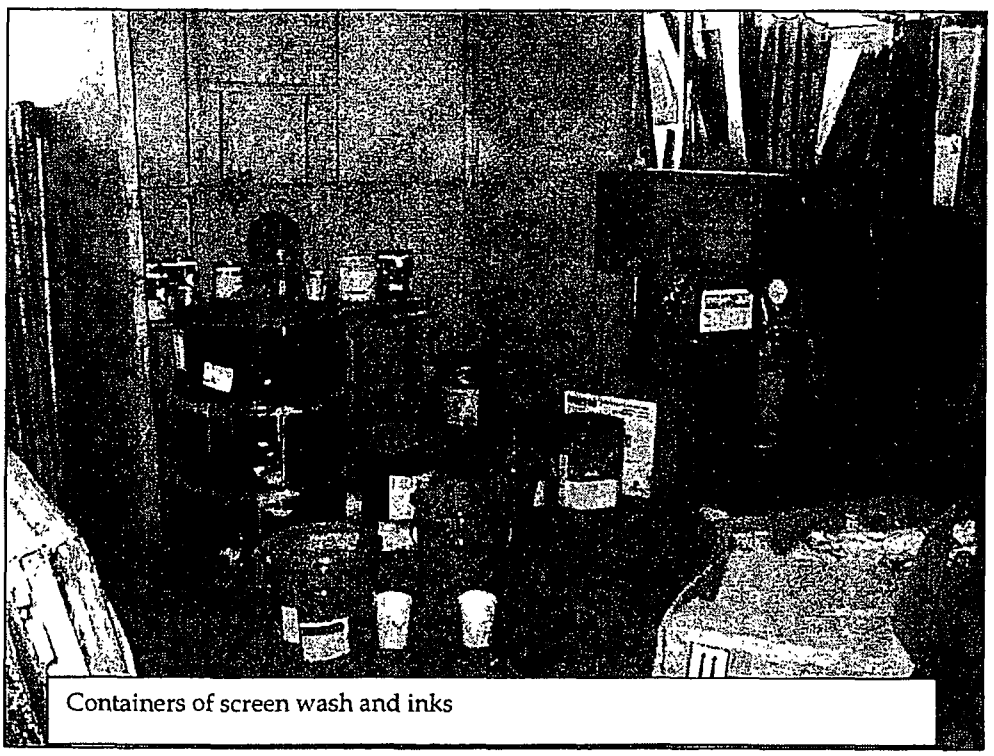
Wash-water/recycling tank used in glass processing. The water contains cerium oxide

Site: Sturgis Iron & Metal
1631 Oakland Avenue, Elkhart, Indiana

Photo Date: 02/02/05
Taken By: Dan Rusiecki



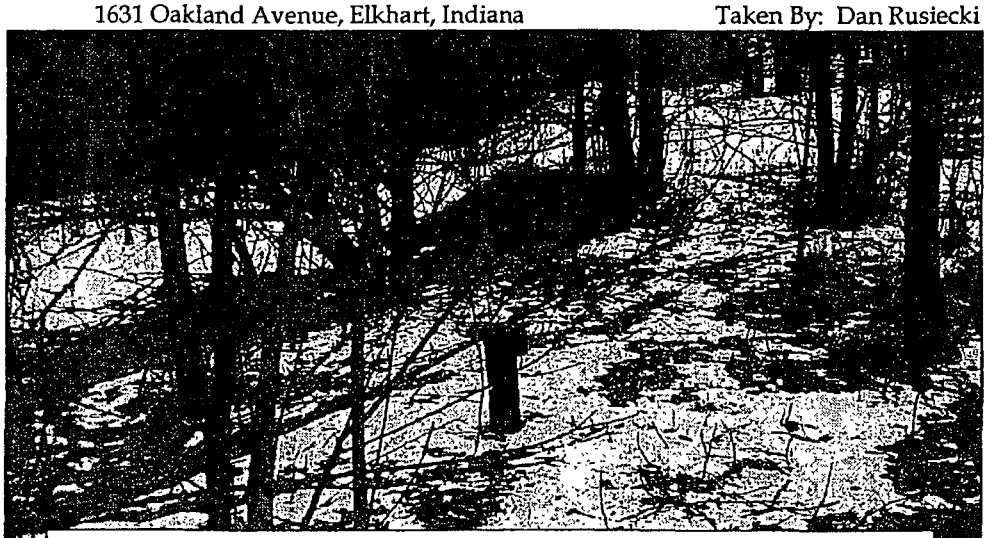
Additional wash-water/recycling activities associated with current operations



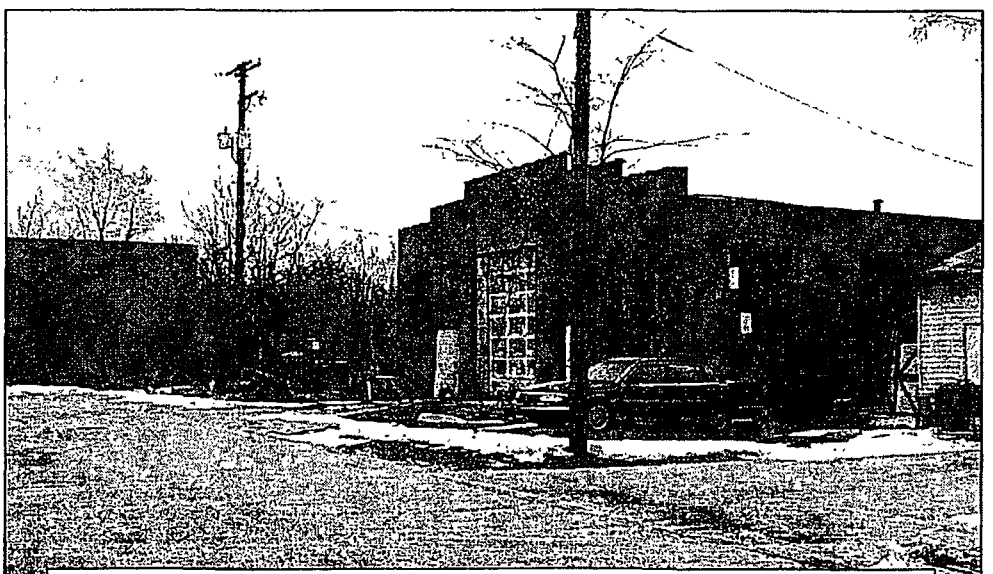
Containers of screen wash and inks

Site: Sturgis Iron & Metal
1631 Oakland Avenue, Elkhart, Indiana

Photo Date: 02/11/05
Taken By: Dan Rusiecki



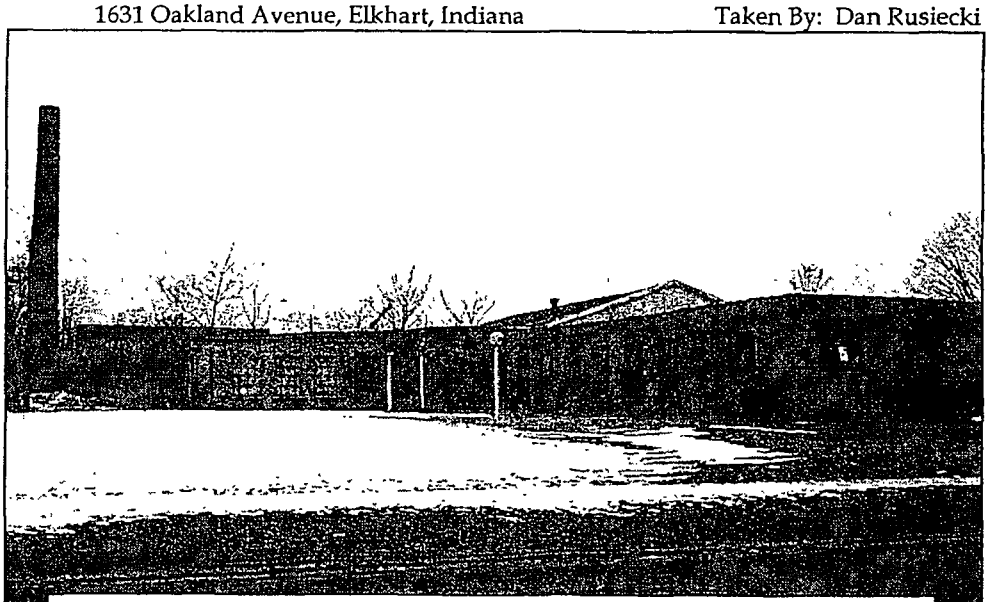
Previously existing monitoring well located south of main building (north). Previous reports, discussed in ERM Phase I & II ESA, reported groundwater from this well as having tetrachloroethene and 1,1,1-trichloroethane affected groundwater with concentrations below IDEM cleanup criteria.



Southern end of the main (north) building and the south building (right), looking northeast

Site: Sturgis Iron & Metal
1631 Oakland Avenue, Elkhart, Indiana

Photo Date: 02/11/05
Taken By: Dan Rusiecki



Southern portion of the main (north) building, looking west

Appendix B
Site Information

Appendix C
Historical Review Documents

EDR™ Environmental Data Resources Inc

"Linking Technology with Tradition"®

Sanborn® Map Report

Ship To: Dan Rusiecki
ERM, Inc.
3352 128th Avenue
Holland, MI 49424

Order Date: 1/31/2005 **Completion Date:** 2/1/2005
Inquiry #: 1351823.3S
P.O. #: 0027887
Site Name: Sturgin Iron and Metal
Address: 1631 Oakland Avenue
City/State: Elkhart, IN 46516
Cross Streets:

Customer Project: DDHC
1681019DPM 616-399-3500

Based on client-supplied information, fire insurance maps for the following years were identified

1910 - 1 Map
1917 - 1 Map
1927 - 2 Maps
1950 - 2 Maps
1968 - 2 Maps

Limited Permission to Photocopy Total Maps: 8

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USER'S GUIDE

This User's Guide provides guidelines for accessing Sanborn Map® images and for transferring them to your Word Processor.

ıding Sanborn Maps

- Sanborn Maps document historical property use by displaying property information through words, abbreviations, and map symbols. The Sanborn Map Key provides information to help interpret the symbols and abbreviations used on Sanborn Maps. The Key is available from EDR's Web Site at: http://www.edrnet.com/reports/samples/key.pdf

Organization of Electronic Sanborn Image File

- Sanborn Map Report, listing years of coverage
- User's Guide
- Oldest Sanborn Map Image
- Most recent Sanborn Map Image

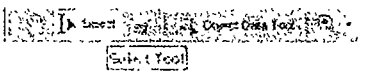
Navigating the Electronic Sanborn Image File

1. Open file on screen.
2. Identify TP (Target Property) on the most recent map.
3. Find TP on older printed images.
4. Using Acrobat® Reader®, zoom to 250% in order to view more clearly. (200-250% is the approximate equivalent scale of hardcopy Sanborn Maps.)
   A. On the menu bar, click "View" and then "Zoom to..."
   B. Or, use the magnifying tool and drag a box around the TP

Printing a Sanborn Map From the Electonic File

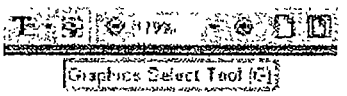
- EDR recommends printing images at 300 dpi (300 dpi prints faster than 600 dpi)
- To print only the TP area, cut and paste from Acrobat to your word processor application.

Acrobat Versions 6 and 7



1. Go to the menu bar
2. Click the "Select Tool"
3. Draw a box around the area selected
4. "Right click" on your mouse
5. Select "Copy Image to Clipboard"
6. Go to Word Processor such as Microsoft Word, paste and print.

Acrobat Version 5



1. Go to the menu bar
2. Click the "Graphics Select Tool"
3. Draw a box around the area selected
4. Go to "Menu"
5. Highlight "Edit"
6. Highlight "Copy"
7. Go to Word Processor such as Microsoft Word, paste and print.

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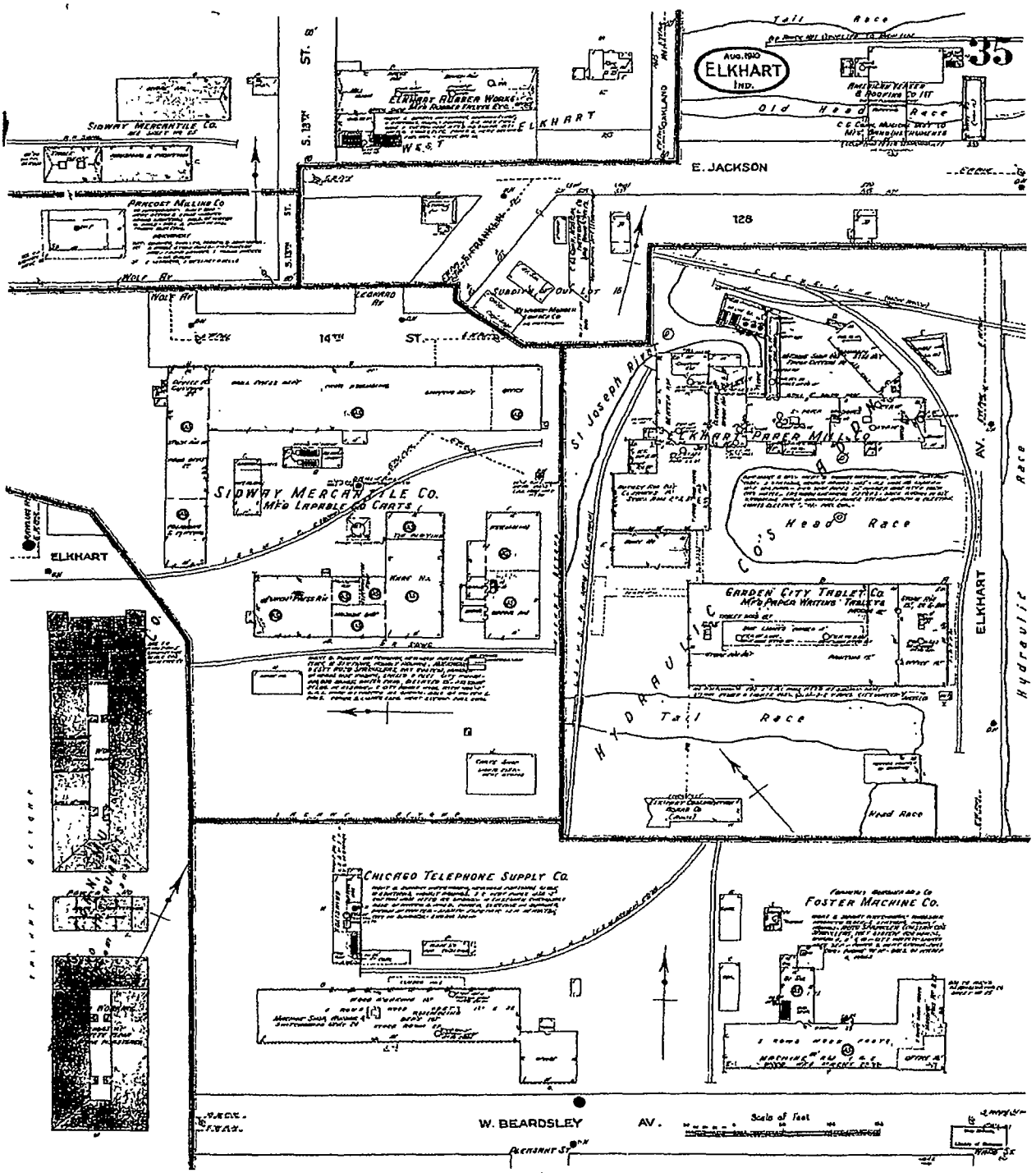
- Images are grouped intro one file, up to 2MB.
- In cases where in excess of 6-7 map years are available, the file size typically exceeds 2MB. In these cases, you will receive multiple files, labeled as "1 of 3", "2 of 3", etc. including all available map years.
- Due to file size limitations, certain ISPs, including AOL, may occasionally delay or decline to deliver files. Please contact your ISP to identify their specific file size limitations.



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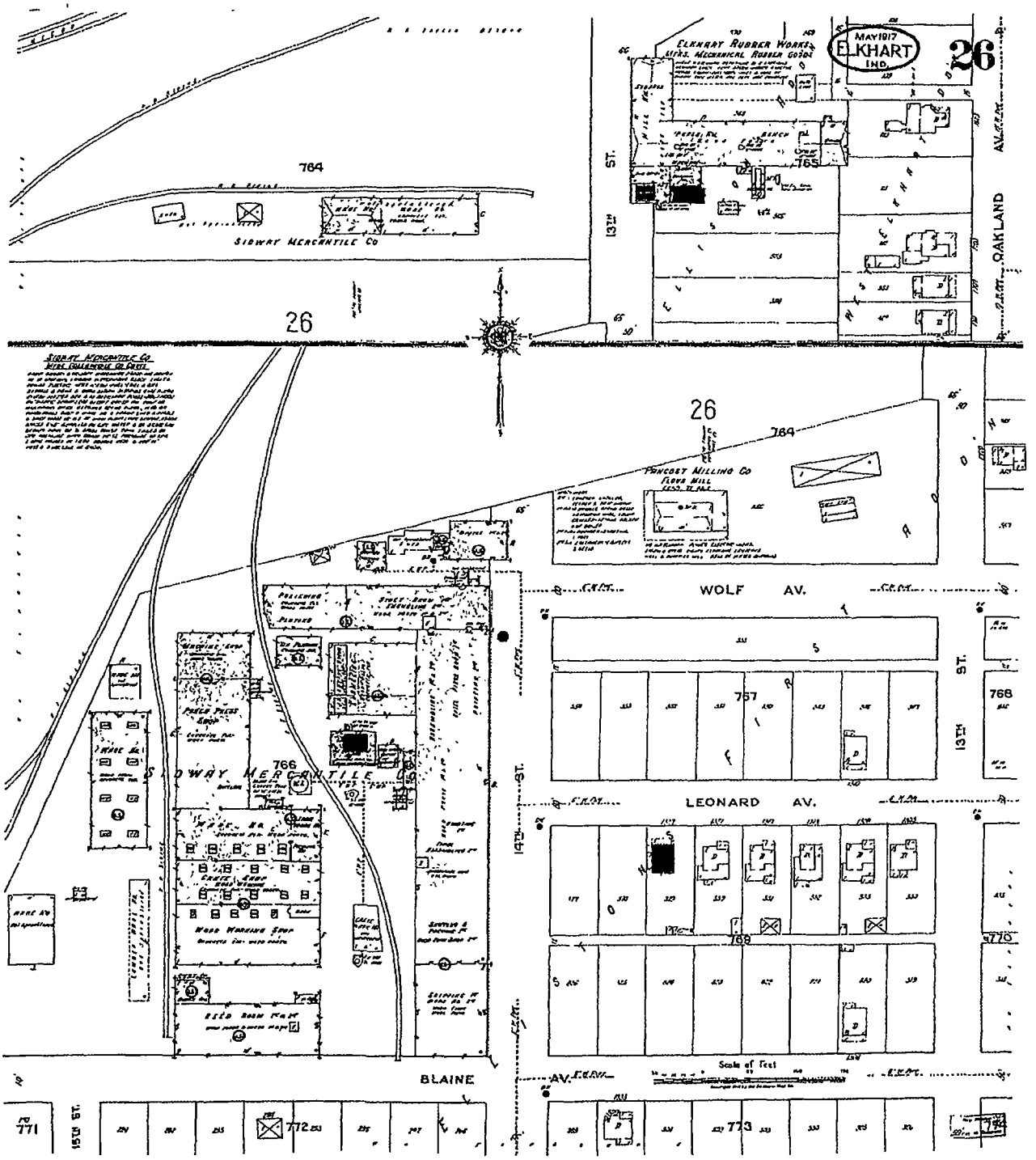
Year LDI Reserve Association



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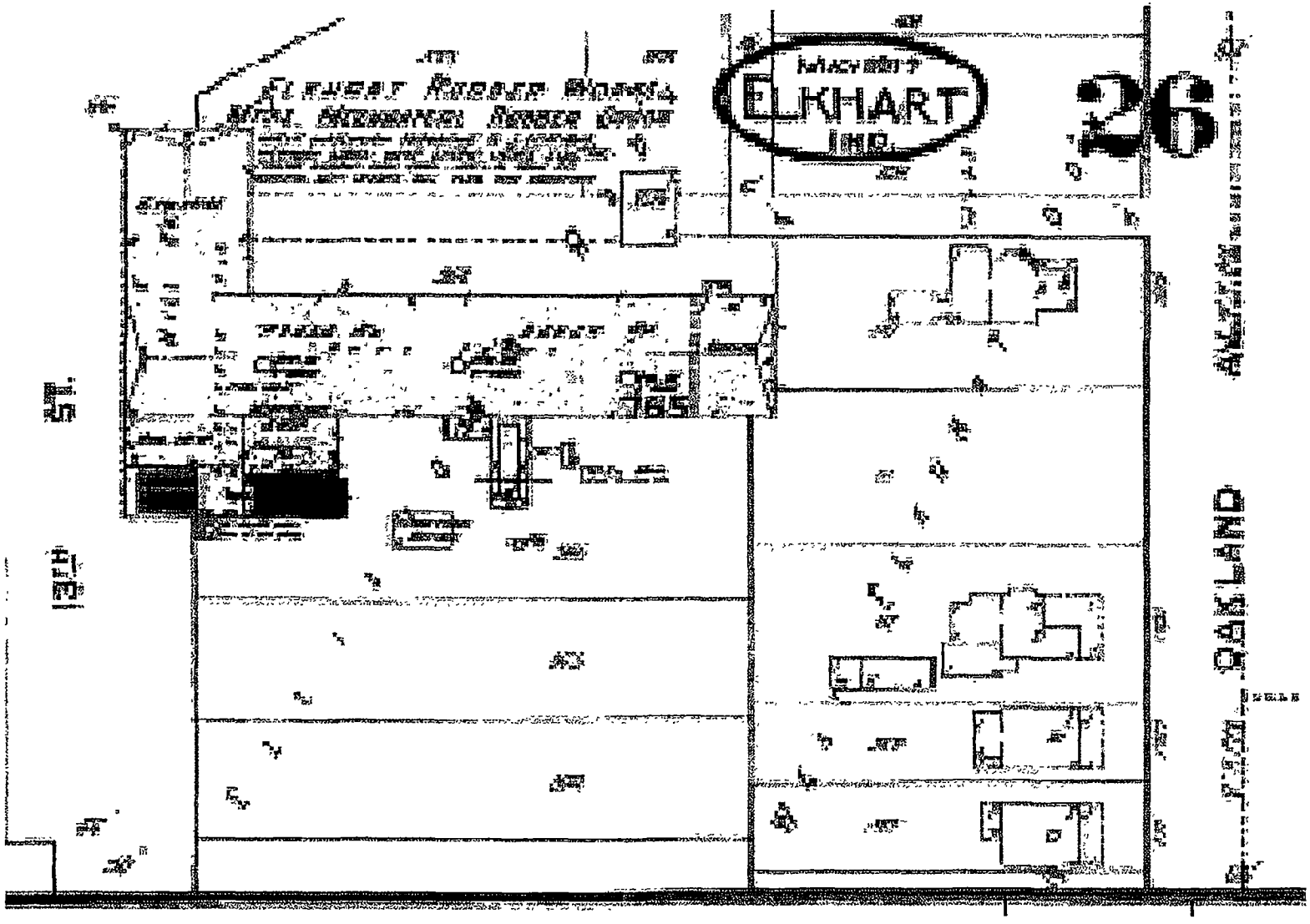
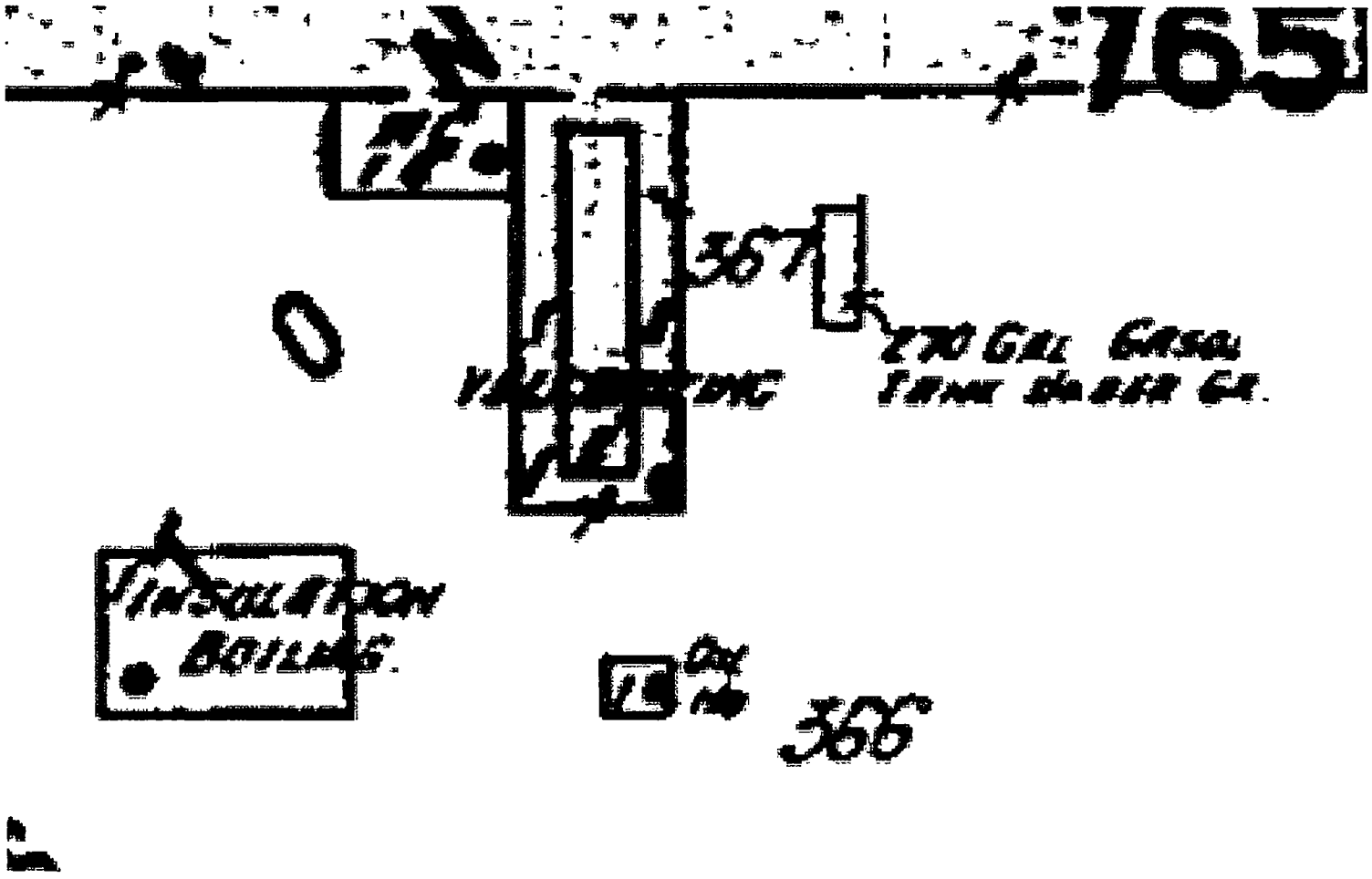
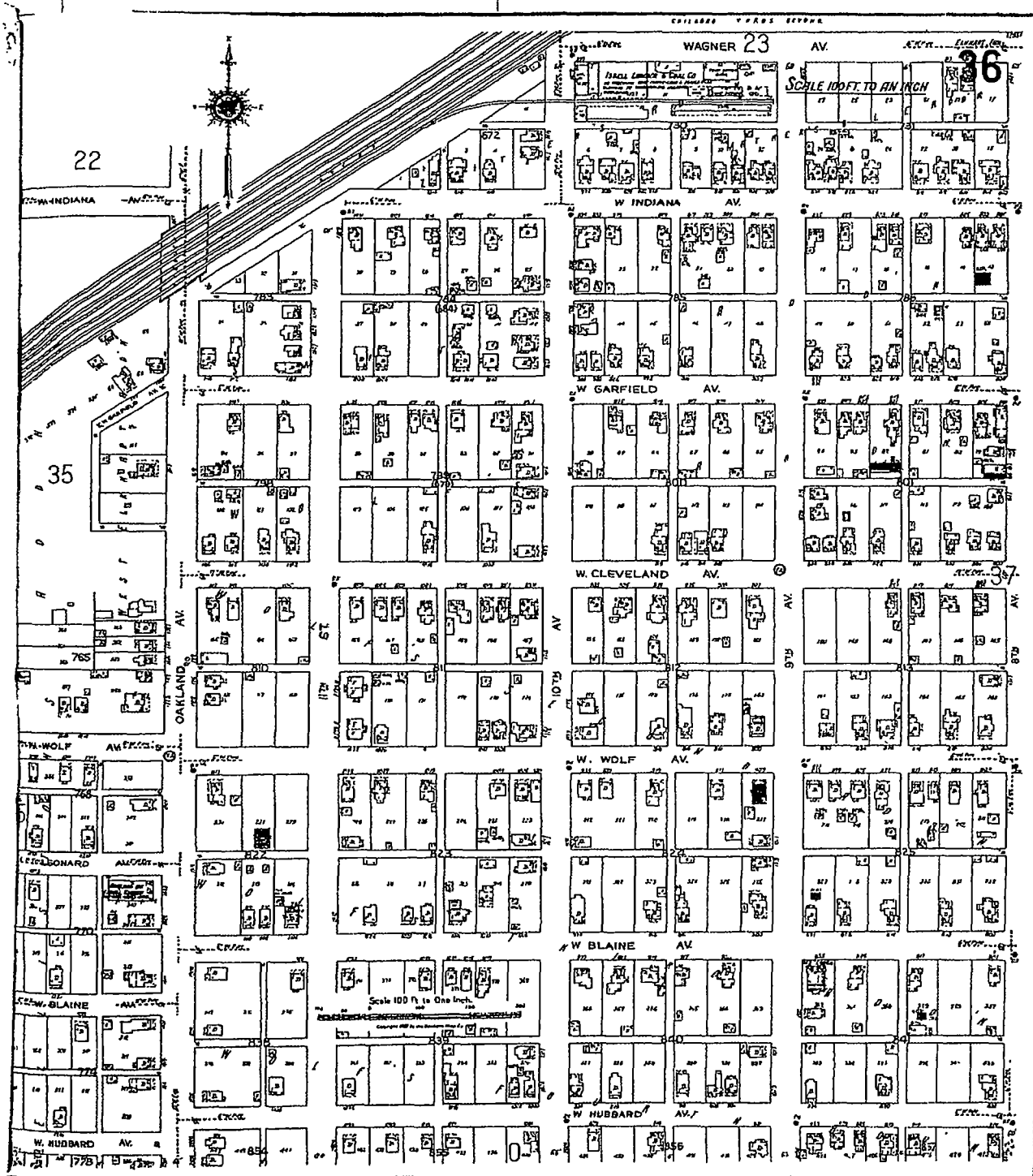


1917 Sanborn - Site



1917 Sanborn – Site Specific



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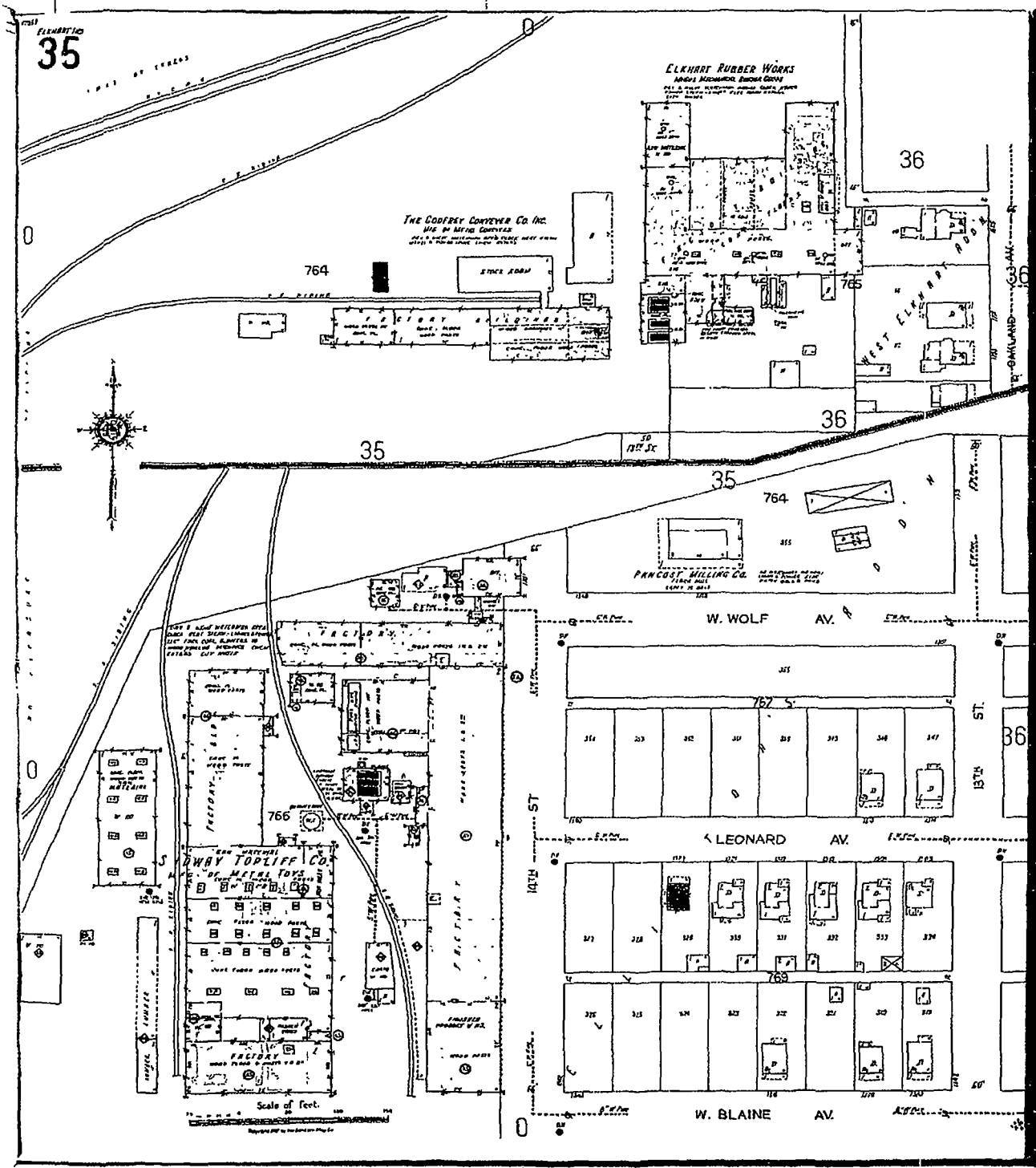

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Year
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