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Lisa Brown, Clerk/Register of Deeds

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**FIRST AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANT**

EGLE Reference Number RC-OWMRP-111-21-006
RCRA Facility ID Numbers MID 005 356 886 and MID 085 470 102

This First Amended and Restated Declaration of Restrictive Covenant (First Amended Restrictive Covenant) amends the original Declaration of Restrictive Covenant recorded April 23, 2018, by the Oakland County Register of Deeds as Instrument Number 0068829 at Liber 516746 pages 566 through 580 (2018 Restrictive Covenant) To the extent this First Amended Restrictive Covenant conflicts with the 2018 Restrictive Covenant, the terms of this First Amended Restrictive Covenant shall govern and control

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This First Amended Restrictive Covenant is made to protect public health, safety, welfare and the environment pursuant to the provisions of Part 111, Hazardous Waste Management, Michigan Compiled Laws (MCL) 324 11101 *et seq* (Part 111), the applicable Sections of Part 201, Environmental Remediation, MCL 324 20101 *et seq* (Part 201) of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, MCL 324 101 *et seq*, and the administrative rules promulgated pursuant to those Parts, Michigan Administrative Code (MAC) R 299 9101 *et seq* and MAC R 299 5101 *et seq*, the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U S C §§ 6901 *et seq* (collectively, RCRA), and the Toxic Substances Control Act, 15 U S C §§ 2601 *et seq* (TSCA) (collectively, Environmental Laws)

This First Amended Restrictive Covenant is made by RACER Properties LLC, the Grantor, an entity wholly owned by the Revitalizing Auto Communities Environmental Response Trust (RACER Trust), whose address is 1505 Woodward Avenue, Suite 200, Detroit, MI 48226, and which is a current fee title holder of the Property, for the benefit of the Grantee, State of Michigan, Department of Environment, Great Lakes and Energy (EGLE), whose address is 525 West Allegan Street, P O Box 30473, Lansing, MI 48909-7926

This First Amended Restrictive Covenant is made to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination that is present at a certain parcel of real property located at 711 North Glenwood Avenue, Pontiac, MI 48340, Tax Parcel 14-21-101-007, legally described in Exhibit 1 and depicted in Exhibit 1A (Property or Site) The Property is part of the former General Motors Pontiac North Campus facility, MID 005 356 886 and MID 085 470 102, which has undergone or is undergoing RCRA Corrective Action as part of RACER Trust's Environmental Actions Because of the presence of Hazardous Substances, and in furtherance of RACER Trust's Environmental Actions, this First Amended Restrictive Covenant

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has been made 1) to restrict future use of the Property to nonresidential use as defined pursuant to Part 201 or the identified portion of the Property to Low Occupancy use as defined pursuant to TSCA in Part 761.3 of Title 40 of the Code of Federal Regulations (40 CFR Part 761.3), 2) to restrict installation of groundwater extraction wells or other devices and uses of groundwater, 3) to prevent damage or disturbance to, or interference with monitoring wells or other corrective measures being implemented, 4) to provide notice of the presence of PCB Remediation Waste at the Property, 5) to provide notice of the presence of residual Light Nonaqueous Phase Liquids (LNAPL) at the Property, 6) to require Owner of the existing United States Postal Service (USPS) building at the Property (Building) to properly operate and maintain the existing subsurface vapor mitigation system, including modifying and/or upgrading the system as necessary, to the extent required by applicable law, 7) to require that any future work or other activities on the Property by or for Owner be conducted in conformance with i) applicable EGLE soil relocation requirements including but not limited to Part 111, Subtitle C of RCRA, the administrative rules promulgated pursuant to Part 111, RCRA, TSCA, and all other relevant state and federal laws, including but not limited to MCL 324.20120c, and any related EGLE guidance, and ii) applicable due care obligations under MCL 324.20107a and associated administrative rules and guidance, as well as the Hazardous Waste Operations and Emergency Response Standard (HAZWOPER), 29 CFR Part 1910, and 8) to prevent exposure to or exacerbation of current environmental conditions on the Property

The land and resource use restrictions contained in this First Amended Restrictive Covenant are based upon information available to the United States Environmental Protection Agency (USEPA) and EGLE at the time this document was recorded. Future changes in the environmental condition of the Property or changes in the cleanup criteria developed under Parts 111 and 201 of NREPA, the discovery of environmental conditions at the Property that were not known at the time this document was recorded, or use of the Property in a manner inconsistent with the restrictions described herein – each may result in this First Amended Restrictive Covenant not being protective of public health, safety and welfare, and the environment. Additional restrictions may become necessary. Information pertaining to the environmental conditions at the Property and any corrective measures undertaken at the Property is on file with USEPA Region 5, Land Chemicals and Redevelopment Division.

Based on the results of site investigations, the Property contains Hazardous Substances in excess of the concentrations developed as the unrestricted residential criteria under Section 20120a(1)(a) or (17) of NREPA, 1994 PA 451, as amended (Exhibit 2). USEPA and EGLE recommend that prospective purchasers or users of the Property including the Building and/or Other Facilities (as defined below), undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 20107a of NREPA.

As of the date of this First Amended Restrictive Covenant, RACER Trust continues to perform activities in keeping with its goal to obtain from USEPA a formal RCRA "Corrective Action Complete with Controls" determination for the Property.

Summary of Corrective Measures

The Property was part of a larger automotive components manufacturing facility previously owned and operated by General Motors Corporation (GMC)

The Property encompasses the locations of three former, non-extant operational buildings Foundry (Plant 6), Final Vehicle Assembly (Plant 8), and Engine Construction (Plant 9) West of the Foundry was an area used for material disposal activities, including foundry sand disposal, refuse disposal, sludge dumping and trash burning The area west of the Foundry was also used as a railroad marshalling area All the operational buildings and structures on the Property were demolished to grade by GMC in the 1990s

Since 1996, the Property has been the subject of ongoing soil, groundwater and LNAPL investigations Hazardous substances including volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs) and metals have been detected in soil and groundwater in concentrations that pose unacceptable risk of exposure without proper controls on the Property (see Exhibit 2)

Various interim measures (IMs) have been undertaken on the Property including prior to the construction of the Building and Other Facilities, to remove hazardous substances in select areas Within the footprint of the Building and associated parking lots, PCB-impacted soil was removed (former Plant 6 and Plant 9 basements) and LNAPL recovery was conducted (LNAPL is partially situated beneath the Building footprint) In 2018, a system was installed to control groundwater that would otherwise seep to the ground surface along the Property's southern boundary in the Montcalm Street right of way (Montcalm Street Seep Control System) In 2019 and 2020, PCB-impacted soil was removed from the area west-southwest of the Building and disposed off-site

USPS completed construction of the Building and Other Facilities identified in Exhibit 1A in approximately 2008 The construction provided mitigation engineering controls for a portion of the Site including exposure barriers (soil caps, concrete floors, geomembrane, and concrete and asphalt parking areas) to prevent direct contact with VOC-, SVOC-, PCB- and metal-impacted soils, as well as a subsurface vapor venting system beneath the Building and a portion of the parking lot to prevent potential unmitigated vapor intrusion

Definitions

"Agreement" shall mean the RCRA Section 3008(h) Performance-based Administrative Order on Consent, Docket Number RCRA-05-2011-0019 between USEPA and RACER Trust effective September 29, 2011

"Building" shall mean the approximately 766,000 square foot building built by USPS on the Property, the construction of which was completed in or about 2008 (see Exhibit 1A attached hereto and incorporated herein by reference) and as it has been modified and may be modified in the future

"EGLE" shall mean the Michigan Department of Environment, Great Lakes and Energy, its successor entities, and those persons or entities acting on its behalf

"Environmental Action" means, subject to the terms of the Settlement Agreement, any response, removal, investigation, sampling, remediation, reclamation, closure, post-closure, corrective action, engineering controls, institutional controls, deed restrictions, oversight costs, and operation, maintenance, and monitoring activities authorized or required to be performed by or on behalf of the Trust under the Settlement Agreement or under any Law with respect to the Property

"Grantee" shall mean EGLE, its respective successor entities, and those persons or entities acting on its behalf

"Grantor" shall mean RACER Properties LLC, an entity wholly owned by RACER Trust, a current title holder of the Property at the time this First Amended Restrictive Covenant was executed, or any future title holder of the Property or some relevant sub-portion of the Property

"Hazardous Substances" means all materials, substances, and wastes, defined, designated, regulated or classified as hazardous, toxic or radioactive under Environmental Laws, whether by type or by quantity, and shall include but not be limited to petroleum or any derivative or by-product thereof and asbestos-containing materials

"NREPA" shall mean the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324 101 *et seq*

"Other Facilities" shall mean all driveways, parking areas, storm water management structures, due care engineering controls, and other associated features, excluding the Building, that were built by USPS on the Property, the construction of which was completed in or about 2008 (see Exhibit 1A) and as they have been modified and may be modified in the future

"Owner" shall mean at any given time the then current fee title holder(s) and the holder(s) of a life estate of the Property or any portion thereof, including the fee title holder's successors or assigns and those persons or entities authorized to act on its behalf

"Property" shall mean the real property the legal description of which is set forth in Exhibit 1, Legal Description of Property and is depicted in Exhibit 1A, Depiction of Property, Building, and Other Facilities

"Settlement Agreement" shall mean the Environmental Response Trust Consent Decree and Settlement Agreement entered by the U S Bankruptcy Court for the Southern District of New York on March 29, 2011, in the case of *In re Motors Liquidation Company, etc et al*, Debtors, Case No 09-50026 (REG), among the Debtors, the United States of America, certain states including the State of Michigan, the Saint Regis Mohawk Tribe, and EPLET, LLC, (not individually but solely in its representative capacity as Administrative Trustee of RACER Trust)

"Site" shall have the same meaning as "Property "

“USEPA” shall mean the United States Environmental Protection Agency, its successor entities, and those persons or entities acting on its behalf

All other terms used in this document which are defined in Part 3, Definitions, of NREPA, Part 111, Part 201 or the Part 111 and Part 201 Administrative Rules, solely to the extent not inconsistent with the definitions in Part 111 or the Part 111 Administrative Rules, TSCA and 40 CFR Part 761, shall have the same meaning in this document as in those statutes and rules as on the date this First Amended Restrictive Covenant is made

NOW THEREFORE,

Declaration of Land Use or Resource Use Restrictions

Grantor, as current fee title holder of the Property, hereby declares and covenants that the Property shall be subject to those restrictions on use described below, and intends that said restrictions and covenants shall run with the land and may be enforced in perpetuity against Owner by the following entities (1) USEPA, (2) EGLE, and (3) RACER Trust, or their successors

- 1 Land Use Prohibitions Owner shall prohibit all uses of the Property that are not compatible with or are inconsistent with the exposure assumptions for the nonresidential cleanup criteria established pursuant to MCL 324 20120a(1)(b) of NREPA Uses that are compatible with the nonresidential cleanup criteria are generally described in Exhibit 4 (Description of Allowable Uses)

In addition, portions of the Property have PCB Remediation Waste present, as identified in Exhibit 5 Owner shall prohibit all uses not in accordance with requirements for Low Occupancy as defined in 40 CFR Part 761 3 in the portions of the PCB Remediation Waste Areas that are outside the limits of the Building and Other Facilities As defined in 40 CFR Part 761 3 and Exhibit 4, Low Occupancy area means any area where bulk PCB Remediation Waste has been disposed of on-Site and where occupancy for any individual not wearing dermal and respiratory protection for a calendar year must be less than 335 hours (an average of 6 7 hours per week) Owner is required to apply to USEPA, under 40 CFR Part 761 61, for approval to change this Low Occupancy use restriction and to comply with any conditions or requirements of any approved change to this restriction Concurrently with Owner’s submittal to USEPA or receipt from USEPA of documentation pursuant to this Subsection, Owner shall also provide copies of such documentation to EGLE and RACER Trust

- 2 Activities Prohibited Owner shall prohibit activities on the Property that may result in exposures to Hazardous Substances above the nonresidential land use cleanup criteria These prohibited activities include
 - a No drinking water wells may be installed or used on the Property
 - b No groundwater extraction wells or other devices may be installed or used on the Property, except for wells and devices that are part of an USEPA or EGLE

approved response activity, and for short-term dewatering for construction purposes, provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable Environmental Laws and does not cause or result in a new release, exacerbation of any pre-existing environmental condition, or any other violation of Environmental Laws

- c Owner shall not remove, disturb or damage any monitoring wells or components of the Montcalm Street Seep Control System on the Property without USEPA and RACER Trust approval. The location of monitoring wells and Montcalm Street Seep Control System on the Property are illustrated in Exhibit 6
- d No contaminated soils (if present) may be relocated on the Property except as provided for under Part 201, Section 20120c, MCL 324 20120c, and for PCB Remediation Waste, as allowed for under an USEPA approval issued under 40 CFR Part 761.61
- e Owner shall not "treat", "store", "dispose", or release any Hazardous Substances, on, at, or below the Property in a manner that would require a permit under RCRA, 42 U.S.C. §§ 6901 *et seq.* or Part 111 of NREPA, except pursuant to a plan, permit, or license approved in writing by USEPA or EGLE, pursuant to those statutory authorities
- f If Owner elects to remove any slabs, pavement, or other impervious surface (collectively, Impervious Surface) on the Property including within, around, or related to the Building or its operations, which Impervious Surface is not required as part of the final remedy/corrective measures for the Property or is otherwise restricted pursuant to this Amended Restrictive Covenant, Owner shall be responsible for any and all obligations under Environmental Laws arising from any such removal, alteration or disturbance, whether or not caused by, arising from or related to, an environmental condition
- g Owner shall manage contaminated soils (if present), media and/or debris (if present) and all other soils located on the Property whether encountered on the surface or during below grade work in accordance with the requirements of Part 111 and RCRA Subtitle C, the administrative rules or regulations promulgated pursuant to Part 111 and RCRA, and all other relevant state and federal laws, including but not limited to MCL 324 20120c and 40 CFR Part 761, this provision regarding contaminated soil/media/debris management also applies in the event that pursuant to Section 2 f above, Owner elects to remove any Impervious Surface on the Property
- h Owner shall not excavate or perform any other intrusive activities in the PCB Remediation Waste, Residual LNAPL, or TSCA Cap Areas (Exhibits 5, 7, and 8), including but not limited to removal, disturbing, damaging, interfering or otherwise negatively affecting the integrity, effectiveness and operation of the ground surface covers (concrete, soil or vegetative cover), or monitoring and injection wells or

Montcalm Street Seep Control System (Exhibit 6), except if such activities (1) are temporary (less than sixty (60) days in duration) (2) are part of a USEPA- or EGLE-approved response activity, (3) the activity does not impose on RACER Trust any increased costs, (4) are conducted in accordance with all applicable Environmental Laws, (5) do not cause or result in a new release, exacerbation of any pre-existing environmental condition or any other violation of Environmental Laws, (6) are approved by USEPA or EGLE, as applicable, , in writing and in advance, and (7) Owner restores the Site to at least its condition as of immediately prior to the start of the intrusive activity within fourteen (14) days of activity completion. Concurrently with submittal to USEPA or EGLE or receipt from USEPA or EGLE of documentation pursuant to this Subsection, Owner shall provide copies of such documentation to RACER Trust. Owner shall comply with any conditions or requirements of any approval issued pursuant to this Subsection and will timely provide to USEPA, EGLE and RACER Trust documentation confirming Owner's proper and complete implementation of any activity covered by this Subsection.

- I Owner shall not construct, install, repair or maintain subsurface utilities, structures or other features (collectively, Subsurface Features) at the Property unless (1) any such activity is approved in writing in advance by USEPA or EGLE as applicable, (2) the activity is conducted in accordance with all applicable Environmental Laws, (3) the activity does not impose any increased costs on RACER Trust, 4) Owner complies with any conditions or requirements of such approval, and 5) such activity incorporates engineering controls designed, as necessary and applicable a) to provide adequate protection for construction or maintenance workers, b) to eliminate the potential for the Subsurface Features and/or the Subsurface Features corridor to be a preferential contaminant migration pathway for impacted subsurface water or vapor, or c) to eliminate the potential for the Subsurface Features to release fluids that could infiltrate through the subsurface and exacerbate impacts from any Hazardous Substances . Concurrently with Owner's submittal to USEPA or EGLE or receipt from USEPA or EGLE of documentation pursuant to this Subsection, Owner shall provide copies and such documentation to RACER Trust. Owner will restore the Site to at least its condition as of immediately prior to the subsurface activity within fourteen (14) days of work completion, and will timely provide to USEPA, EGLE and RACER Trust documentation confirming Owner's proper and complete implementation of any activity covered by this Subsection.
- J Owner shall not remove, disturb or damage any storm sewer bulkheads, or use of any inactive storm water sewer piping. Locations of storm sewer bulkheads and inactive storm water sewer lines are illustrated in Exhibit 9.

- 3 Subsurface Vapor Mitigation for Building The Building had a subsurface vapor venting system at the time this First Amended Restrictive Covenant was recorded. Owner, to the extent it is the owner of the Building and existing subsurface vapor venting system, shall operate and maintain (or cause to be operated and maintained) such system in accordance with applicable Occupational Safety and Health Administration (OSHA) (or

Michigan OSHA), USEPA or EGLE requirements, and modify and/or upgrade the system as necessary to provide necessary protection for building occupants and any applicable due care obligations

- 4 Soil Vapor Management for the Remainder of the Property Owner shall prohibit construction and/or occupancy of any new structure, including buildings, basements, and/or additions to existing structures on the remainder of the Property (i.e., excluding the Building), unless such construction and/or occupancy incorporates engineering controls designed to eliminate the potential for subsurface vapor phase contaminants or Hazardous Substances to migrate into the new structure at concentrations greater than the appropriate concentrations protective of public health, or unless prior to construction and/or occupancy of any structure, an evaluation of the potential for any contaminants or Hazardous Substances to volatilize into indoor air assures the protection of persons who may be present in the buildings. Prior to conducting any activity that may increase the potential for any human exposures, Owner must submit to USEPA or EGLE for approval, as appropriate, documentation of compliance with the above requirements, and must concurrently submit to RACER Trust this documentation of compliance

- 5 Notification of PCB Remediation Waste Pursuant to the requirement of 40 CFR Part 761.61(a)(8)(i)(A), all Owners and occupants are hereby notified that PCB Remediation Waste is present on portions of the Property as illustrated in Exhibit 5

PCB Area 1 contains PCB Remediation Waste with concentrations from 1 ppm to 10 ppm in soil from an approximate elevation of 970 to 954 feet above mean sea level (AMSL) (approximately two to eleven feet (2' to 11') below ground surface (bgs) at the time this First Amended Restrictive Covenant was recorded)

PCB Area 2 contains PCB Remediation Waste with concentrations from 1 ppm to 16 ppm in soil from an approximate elevation of 965 to 959 feet AMSL (approximately four to ten feet (4' to 10') below ground surface (bgs) at the time this First Amended Restrictive Covenant was recorded)

PCB Area 3 contains PCB Remediation Waste with concentrations from 1 ppm to 10 ppm in soil from an approximate elevation of 965 to 959 feet AMSL (approximately four to ten feet (4' to 10') below ground surface (bgs) at the time this First Amended Restrictive Covenant was recorded)

PCB Area 4 contains PCB Remediation Waste with concentrations from 1 ppm to 12 ppm from an approximate elevation of 945 to 935 feet AMSL (approximately twenty to thirty feet (20' to 30') bgs at the time this First Amended Restrictive Covenant was recorded)

PCB Area 5 contains PCB Remediation Waste with concentrations from 1 ppm to 100 ppm in soil from an approximate elevation of 970 to 940 feet AMSL (approximately two to thirty-four feet (2' to 34') below ground surface (bgs) at the time this First Amended Restrictive Covenant was recorded)

- 6 Notification of Residual LNAPL All Owners and occupants are hereby notified that Residual LNAPL, as defined in EGLE's June 2014, Non-Aqueous Phase Liquid (LNAPL) Characterization, Remediation, and Management for Petroleum Releases, RRD Resource Materials-25-2014-01, remains in place at the Property. The locations of residual LNAPL areas at the Property are illustrated in Exhibit 7.

Residual LNAPL Area 1 contains a mixture of residual weathered fuel oil with weathered crude oil. The presence of residual LNAPL exists from an approximate elevation of 963 to 939 feet AMSL (approximately six to thirty feet (6' to 30') bgs at the time this First Amended Restrictive Covenant was recorded).

Residual LNAPL Area 2 contains residual weathered diesel fuel and fuel oil. The presence of residual LNAPL exists from an approximate elevation of 957 to 942 feet AMSL (approximately four to twenty-three feet (4' to 23') bgs at the time this First Amended Restrictive Covenant was recorded).

Residual LNAPL Area 3 contains kerosene and coolant in the western portion and a mixture of weathered diesel and fuel oil in the eastern portion. The presence of residual LNAPL exists from an approximate elevation of 953 to 948 feet AMSL (approximately twelve to twenty-one feet (12' to 21') bgs at the time this First Amended Restrictive Covenant was recorded).

Residual LNAPL Area 4 contains weathered, mid-distillate diesel as well as weathered diesel and fuel oil in the southern portion. The presence of residual LNAPL exists from an approximate elevation of 965 to 935 feet AMSL (approximately six to thirty-five feet (6' to 35') bgs at the time this First Amended Restrictive Covenant was recorded).

Contaminants present in these four (4) areas were properly characterized, assessed and will remain in place at the Property. The restrictions provided for in this First Amended Restrictive Covenant continue to serve to prevent exacerbation of and/or unacceptable exposure to Hazardous Substances as a result of conditions created by the presence of residual LNAPL by eliminating any pathway for exposure to residual LNAPL or any degradation byproducts, such as methane or other volatile organic compounds (VOCs).

- 7 Compliance with this First Amended Restrictive Covenant and Applicable Due Care Obligations Owner shall at all times comply with the conditions and restrictions of this First Amended Restrictive Covenant and the applicable due care obligations under MCL 324.20107a and R 299.51003 of the Part 201 Administrative Rules, and under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601 *et seq.* Owner shall maintain records of activities it has undertaken to comply with this First Amended Restrictive Covenant and applicable due care obligations, and shall timely supply copies of any records documenting such compliance upon request from USEPA, EGLE or RACER Trust to the extent required by federal or Michigan law.

- 8 Access In addition to the access rights granted by Owner to RACER Trust in the 2018 DRC, Owner shall grant to USEPA and/or EGLE the right to enter the Property at

reasonable times for the purpose of a) determining and monitoring compliance with this First Amended Restrictive Covenant, including aerial surveys, b) collecting samples, c) inspecting the operation of corrective measures and inspecting any records relating thereto, and d) confirming Owner has maintained compliance with RCRA, TSCA, Parts 111 and 201, and other applicable federal and state laws and regulations

- 9 Transfer of Interest Owner shall provide notice to USEPA, EGLE and RACER Trust (at the addresses provided in Section 10) of Owner's to transfer any interest in the Property, or any portion thereof, at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, assignment or other interest in the Property shall not be consummated by Owner without adequate and complete provision for compliance with the terms and conditions of this First Amended Restrictive Covenant and the applicable provisions of Section 20116 of the NREPA. Owner shall include in any instrument conveying any interest in any portion of the Property, including, but not limited to, deeds, leases, and mortgages, a notice which is in substantially the following form

NOTICE THE INTEREST CONVEYED HEREBY IS SUBJECT TO A FIRST AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANT DATED _____ [month, day, year], AND RECORDED WITH THE OAKLAND COUNTY REGISTER OF DEEDS, LIBER _____, PAGE _____

(Note that the "transfer of interest" provisions in this Section 9 are not intended to and neither expand nor enlarge any property or transactional rights of any holder of any easement interest, which rights are solely defined by the terms of any such easement)

A copy of this First Amended Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest

- 10 Notices Any notice, demand, request, consent, approval or communication that is required to be made or obtained under this First Amended Restrictive Covenant shall be made in writing, include a statement that the notice is being made pursuant to the requirements of this First Amended Restrictive Covenant, include the RCRA Facility ID Numbers MID 005 356 886 and MID 085 470 102, and EGLE Reference Number RC-OWMRP-111-21-006, and shall be served either personally, or sent via first class mail, postage prepaid, as follows

For RACER Trust
Michigan Cleanup Manager
RACER Trust
1505 Woodward Avenue, Suite 200
Detroit, MI 48226

with a copy to
RACER Trust
P O Box 43859
Detroit, MI 48243

For USEPA

Director
Land, Chemicals, and Redevelopment Division (L-17J)
U S Environmental Protection Agency, Region 5
77 West Jackson Blvd
Chicago, IL 60604

with a copy to

Office of Regional Counsel (C-14J)
U S Environmental Protection Agency, Region 5
77 West Jackson Blvd
Chicago, IL 60604

For EGLE

Hazardous Waste Section Manager
Materials Management Division
Michigan Department of Environment, Great Lakes and Energy
P O Box 30241
Lansing, MI 48909-7741

- 11 Term This First Amended Restrictive Covenant shall run with the Property, and shall be binding on Owner and all current and future successors, lessees, easement holders, their assigns, and their authorized agents, employees, or persons acting under their direction and control
- 12 Enforcement Subject to those federal laws that specifically restrict enforcement action against the USPS (including claims for specific performance), RACER Trust or its successors are entitled to but do not have the legal obligation to enforce the restrictions and covenants of this First Amended Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against subsequent Owners of all or part of the Property Grantor, on behalf of itself and its successors in title, and RACER Trust hereby intend to entitle USEPA and EGLE, and agree that USEPA and EGLE are entitled to enforce the restrictions and covenants in this First Amended Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against Grantor, as Owner, and thereafter against subsequent Owners of all or part of the Property All remedies available hereunder shall be in addition to any and all other remedies at law or equity, provided, however, that any enforcement action against the USPS is subject to federal law and nothing herein is intended waive any defenses the USPS may have against an enforcement action brought under this Subsection
- 13 Third Party Beneficiary Grantor, on behalf of itself and its successors and assigns, hereby agrees that the United States, acting by and through USEPA, its successors and assigns shall be a third party beneficiary (Third Party Beneficiary) of all the benefits and rights set out in the restrictions, covenants, easements, exceptions, notifications, conditions and agreements herein, and that the Third Party Beneficiary shall have the right to enforce the restrictions described herein as if it was a party hereto No other rights in third parties are

intended by this First Amended Restrictive Covenant, and no other person or entity shall have any rights or authorities hereunder to enforce these restrictions, terms, conditions or obligations beyond EGLE, RACER Trust, their successors and assigns, and the Third-Party Beneficiary

- 14 USEPA Entry and Access Nothing in this First Amended Restrictive Covenant shall limit or otherwise affect USEPA's right of entry and access, or authority to undertake actions under RCRA, CERCLA or the National Contingency Plan (40 C F R Part 300), and any successor statutory or regulatory provisions, or other state or federal law Grantor consents to officers, employees, contractors and authorized representatives of USEPA entering and having continued access to this Property for the purposes described in Section 8 (Access), above
- 15 Modification/ Release/Rescission Grantor or Owner may request in writing to USEPA and RACER Trust at the addresses provided in Section 10, modifications to, or release or rescission of, this First Amended Restrictive Covenant This First Amended Restrictive Covenant may be modified, released or rescinded only with the written approval of USEPA and RACER Trust Any approved modification to, or release or rescission of, this First Amended Restrictive Covenant shall be filed with the appropriate Register of Deeds by the Grantor or Owner and a certified copy shall be returned to USEPA, EGLE and RACER Trust at the addresses provided in Section 10 (Notices), above
- 16 Severability If any provision of this First Amended Restrictive Covenant is held to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions of this First Amended Restrictive Covenant and all other provisions shall continue to remain in full force and effect
- 17 Limitation on Liability RACER Trust's, RACER Properties LLC's and the Administrative Trustee's liability under this First Amended Restrictive Covenant is limited by the terms and conditions of the Settlement Agreement, which are incorporated herein by reference
- 18 Authority to Execute First Amended Restrictive Covenant The undersigned person executing this First Amended Restrictive Covenant represents the Owner and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this First Amended Restrictive Covenant
- 19 Miscellaneous
 - a) Controlling Law The interpretation and performance of this First Amended Restrictive Covenant shall be governed by the laws of the United States as to the obligations referred to in the First Amended Restrictive Covenant, and if no applicable federal law, then the laws and regulations of the State of Michigan shall govern (without reference to choice of laws principles thereof) The right to enforce the conditions and restrictions in this First Amended Restrictive Covenant are in addition to other rights and remedies that may be available, including, but not

limited to, administrative and judicial remedies under CERCLA or Parts 111 and 201 of the NREPA

- b) Liberal Construction Any general rule of construction to the contrary notwithstanding, this First Amended Restrictive Covenant shall be liberally construed to affect the purpose of this First Amended Restrictive Covenant, and the policy and purpose of RCRA, CERCLA, TSCA, and the land use restrictions and prospective use limitations required by Part 201. If any provision of this First Amended Restrictive Covenant is found to be ambiguous, an interpretation consistent with the purpose of this First Amended Restrictive Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

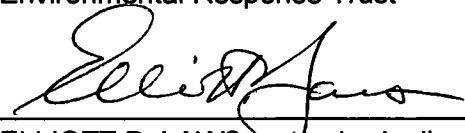
[signature page follows]

IN WITNESS WHEREOF, RACER Properties LLC has caused this First Amended Restrictive Covenant, EGLE Reference Number RC-OWMRP-111-21-006, to be executed on this 17 day of December, 2021 (Effective Date)

RACER PROPERTIES LLC

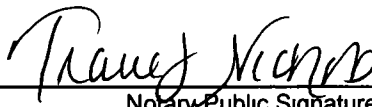
By Revitalizing Auto Communities Environmental Response Trust,
Sole Member of RACER Properties LLC

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

By 
ELLIOTT P. LAWS, not individually, but acting solely in his
representative capacity as Managing Member of EPLET, LLC

STATE OF MICHIGAN
COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 16th day of December, 2021, by ELLIOTT P. LAWS, as Managing Member of EPLET, LLC, acting solely in its representative capacity as Administrative Trustee of Revitalizing Auto Communities Environmental Response Trust as Sole Member of RACER Properties LLC, a Delaware limited liability company, on behalf of the company


Notary Public Signature

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

Name of Notary Public Tracie Nichols
Notary Public, State of Michigan
County of Wayne
My Commission Expires 3/19/2023
Acting in the County of Wayne

This document is exempt from state and county transfer taxes pursuant MCL 207 505(a) and MCL 207 526(a)

Prepared by/Return to
Carl Garvey, General Counsel
RACER Trust
1505 Woodward Avenue, Suite 200
Detroit, MI 48226

When Recorded Return To P. Podyn
First American Title Insurance Company
National Commercial Services
5445 Corporate Drive Ste 175
Troy MI 48098 2617
File No NCS 544677

LIST OF EXHIBITS

- 1 LEGAL DESCRIPTION OF PROPERTY**
 - 1A DEPICTION OF PROPERTY, BUILDING, AND OTHER FACILITIES**
- 2 HAZARDOUS SUBSTANCES ABOVE CRITERIA IN SOIL AND GROUNDWATER**
- 3 INTENTIONALLY OMITTED**
- 4 DESCRIPTION OF ALLOWABLE USES**
- 5 PCB REMEDIATION WASTE AREAS**
- 6 MONITORING WELLS AND MONTCALM STREET SEEP CONTROL SYSTEM**
- 7 RESIDUAL LNAPL AREAS**
- 8 TSCA CAP AREAS**
- 9 INACTIVE STORM SEWERS AND BULKHEADS**

EXHIBIT 1**LEGAL DESCRIPTION OF PROPERTY**

Real property situated in the City of Pontiac, Oakland County, State of Michigan described as follows

Part of lot 500, including vacated streets and alleys lying adjacent to said lots of the "Plat of Modern Housing Corporation Addition", as recorded in Liber 20 of Plats on Page 22, Oakland County Records, all or part of Lots 1 through 23, inclusive, Block 1, including vacated streets and alleys lying adjacent to said lots of "Modern Housing Corporation's Oakland Park", a subdivision of part of the North ½ of Section 21, Township 3 North, Range 10 East as recorded in Liber 46 of Plats on Page 21, Oakland County Records, including part of Sections 20 and 21, Township 3 North, Range 10 East, all being located in the City of Pontiac, Oakland County, State of Michigan and being more particularly described as follows

Commencing at the East ¼ corner of Section 20, Township 3 North, Range 10 East, as recorded in Liber 20101, Page 712, Oakland County Records, said point also being the West ¼ of Section 21, Township 3 North, Range 10 East, thence along the East Section line of said Section 20, North 6 degrees 58 minutes 26 seconds West, 147 20 feet to the Point of Beginning and the North right-of-way line of East Montcalm Street (variable width), thence along said North right-of-way line, South 84 degrees 26 minutes 26 seconds West, 1,280 69 feet, thence North 07 degrees 33 minutes 31 seconds West, 614 02 feet, thence North 02 degrees 09 minutes 35 seconds West, 66 80 feet, thence North 84 degrees 05 minutes 48 seconds East, 244 44 feet, thence North 05 degrees 54 minutes 12 seconds West, 741 12 feet, thence North 84 degrees 05 minutes 48 seconds East, 1,788 80 feet, thence South 05 degrees 54 minutes 12 seconds East, 153 03 feet, thence North 84 degrees 05 minutes 48 seconds East, 91 20 feet, thence South 05 degrees 54 minutes 12 seconds East, 116 97 feet, thence North 84 degrees 05 minutes 48 seconds East, 385 00 feet to the Westerly right-of-way line of North Glenwood Avenue, thence along said right-of-way the following courses South 05 degrees 54 minutes 12 seconds East, 300 00 feet to a curve to the right, thence along said curve an arc distance of 144 17 feet, radius 300 00 feet, central angle 27 degrees 32 minutes 04 seconds, and chord bearing of South 07 degrees 51 minutes 50 seconds West, 142 79 feet, thence South 21 degrees 37 minutes 52 seconds West, 489 35 feet to a curve to the left, thence along said curve an arc distance of 192 56 feet, radius 400 00 feet, central angle of 27 degrees 34 minutes 56 seconds, and chord bearing of South 07 degrees 50 minutes 24 seconds West, 190 71 feet, thence South 05 degrees 57 minutes 05 seconds East, 100 25 feet to the North right-of-way line of East Montcalm Street (variable width), thence along the said right-of-way line, South 83 degrees 49 minutes 03 seconds West, 606 04 feet to a deflection point, thence South 84 degrees 26 minutes 26 seconds West, 303 94 feet to the Point of Beginning Containing 71 858 acres, more or less Subject to all recorded easements and rights-of-way

Tax Parcel ID Number 63-64-14-21-101-007

Commonly known as 711 North Glenwood Avenue, Pontiac, Michigan 48340

EXHIBIT 1A
DEPICTION OF PROPERTY, BUILDING, AND OTHER FACILITIES

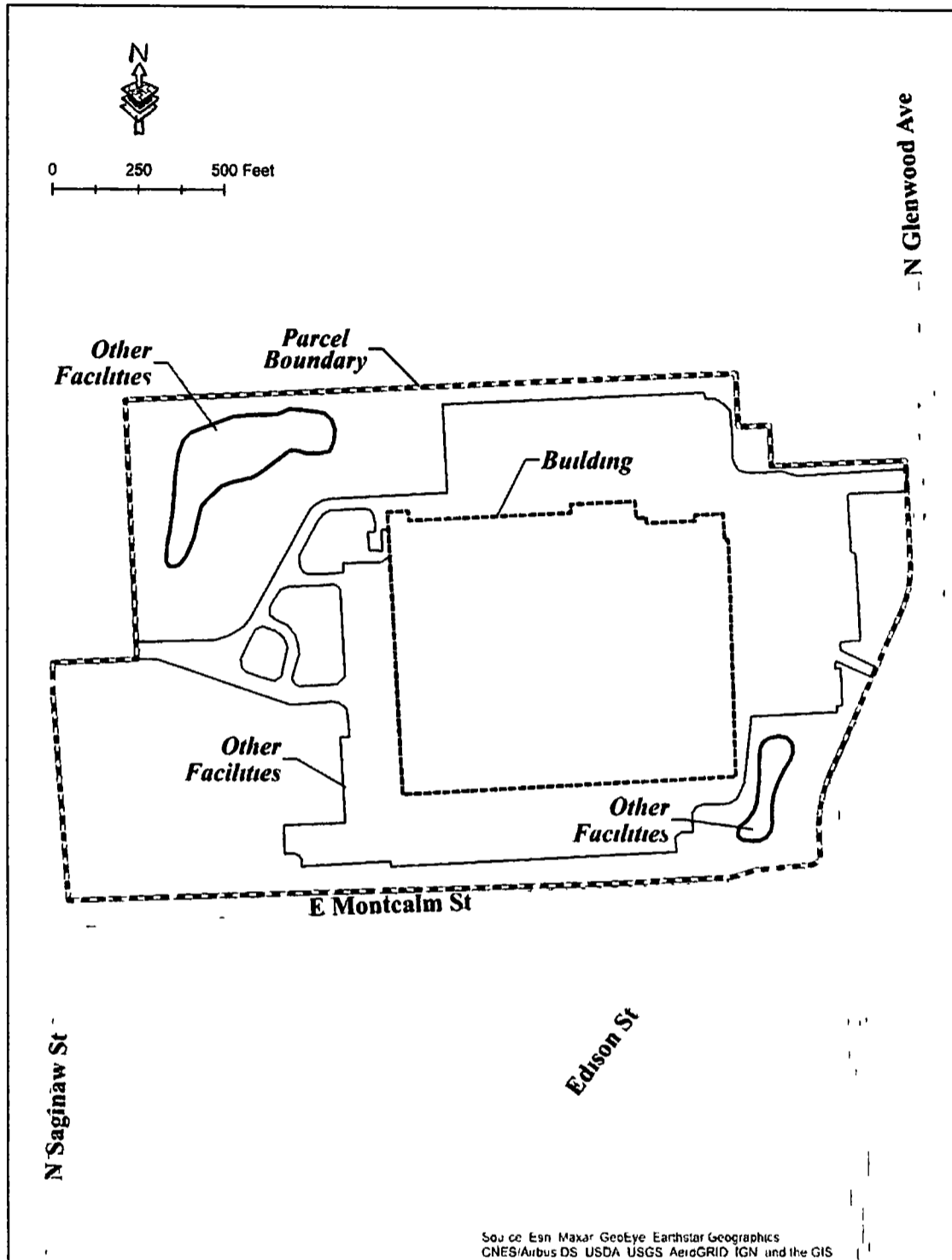


EXHIBIT 2

HAZARDOUS SUBSTANCES ABOVE CRITERIA
IN SOILS AND GROUNDWATER

Media	Substance	Criteria Exceeded
Soil	1,2-Dichlorobenzene	GSIP
	2,4-Dimethylphenol	GSIP, RDWP, NRDWP
	2-Methylnaphthalene	GSIP, RDWP
	Acenaphthylene	GSIP
	Aluminum	RDWP, NRDWP
	Antimony	GSIP, RDWP, NRDWP
	Arsenic	GSIP, RDWP, NRDWP, RDC, NRDC
	Atrazine	RDWP, NRDWP
	Barium	RDWP, NRDWP
	Benzene	RDWP, NRDWP, GSIP,
	Butylbenzylphthalate	GSIP
	Cadmium	RDWP, NRDWP
	Carbazole	GSIP, RDWP
	Cobalt	GSIP, RDWP, NRDWP
	Copper	RDWP, NRDWP
	Dibenzofuran	GSIP
	Dichloromethane	RDWP, NRDWP
	Di-n-butylphthalate	GSIP
	Ethylbenzene	RDWP, NRDWP, GSIP
	Fluoranthene	GSIP
	Fluorene	GSIP
	Iron	RDWP, NRDWP
	Lead	RDWP, NRDWP
	Magnesium	RDWP
	Manganese	RDWP, NRDWP
	Mercury	GSIP, RDWP, NRDWP
	Methylphenols	GSIP, RDWP, NRDWP
	Naphthalene	GSIP, RDWP
	Nickel	RDWP, NRDWP
	Phenanthrene	GSIP, RDWP
	Polychlorinated biphenyls	RDC, NRDC
	Pyrene	GSIP, RDWP
	Selenium	GSIP, RDWP, NRDWP
	Silver	GSIP, RDWP, NRDWP
	Tetrachloroethene	GSIP, RDWP, NRDWP
	Thallium	RDWP, NRDWP
	Toluene	GSIP, RDWP, NRDWP
	Trichloroethene	RDWP, NRDWP, RSVII, NRSVII
	Vanadium	RDWP
	Xylenes, Total	RDWP, NRDWP, GSIP
	Zinc	RDWP, NRDWP

Media	Substance	Criteria Exceeded
Groundwater	2-Methylnaphthalene	GSI
	2,4-Dimethylphenol	GSI RDW, NRDW
	Acetone	GSI, RDW NRDW
	Antimony	RDW, NRDW
	Arsenic	GSI, RDW, NRDW
	Barium	RDW, NRDW
	Benzene	RDW, NRDW
	Bis 2-ethylhexyl phthalate	GSI RDW, NRDW
	Carbazole	GSI
	Chromium, total	GSI, RDW, NRDW
	Cobalt	RDW
	Dichloromethane	RDW, NRDW
	Ethylbenzene	GSI
	Fluorene	GSI
	Lead	RDW, NRDW
	Manganese	GSI
	Mercury	GSI
	Methylphenols	GSI, RDW, NRDW
	Naphthalene	GSI
	Nickel	RDW NRDW
	Phenanthrene	GSI
	Phenol	GSI
	Polychlorinated biphenyls	GSI RDW, NRDW
	Selenium	GSI
	Silver	GSI
	Sodium	RDW
	Thallium	GSI, RDW NRDW
	Vanadium	GSI, RDW, NRDW
Vinyl Chloride	GSI, RDW, NRDW	
Xylenes, Total	NRDW GSI	

SOIL

- NRDWP- Non-Residential Drinking Water Protection
- RDWP – Residential Drinking Water Protection
- GSIP – Groundwater Surface Water Interface Protection
- NRSVII – Non-Residential Soil Volatilization to Indoor Inhalation Criteria
- RSVII – Residential Soil Volatilization to Indoor Inhalation Criteria
- NRDC – Non-Residential Direct Contact Criteria
- RDC - Residential Direct Contact Criteria

GROUNDWATER

- NRDW – Non-Residential Drinking Water Criteria
- RDW – Residential Drinking Water Criteria
- GSI – Groundwater Surface Water Interface Criteria

1 – The substances and exceedances listed in this exhibit are based on a comparison of the data for the Property to EGLE Part 201 Generic Cleanup Criteria and Screening Criteria – Residential and Non-Residential Soil and Groundwater Criteria, Tables 1, 2, and 3, dated December 30, 2013/Revised June 25 2018 However it is noted that as of the date of this First Amended Restrictive Covenant, USEPA's authorization of the EGLE RCRA Program includes the September 28, 2012 Part Generic Cleanup Criteria

EXHIBIT 3

[INTENTIONALLY OMITTED]

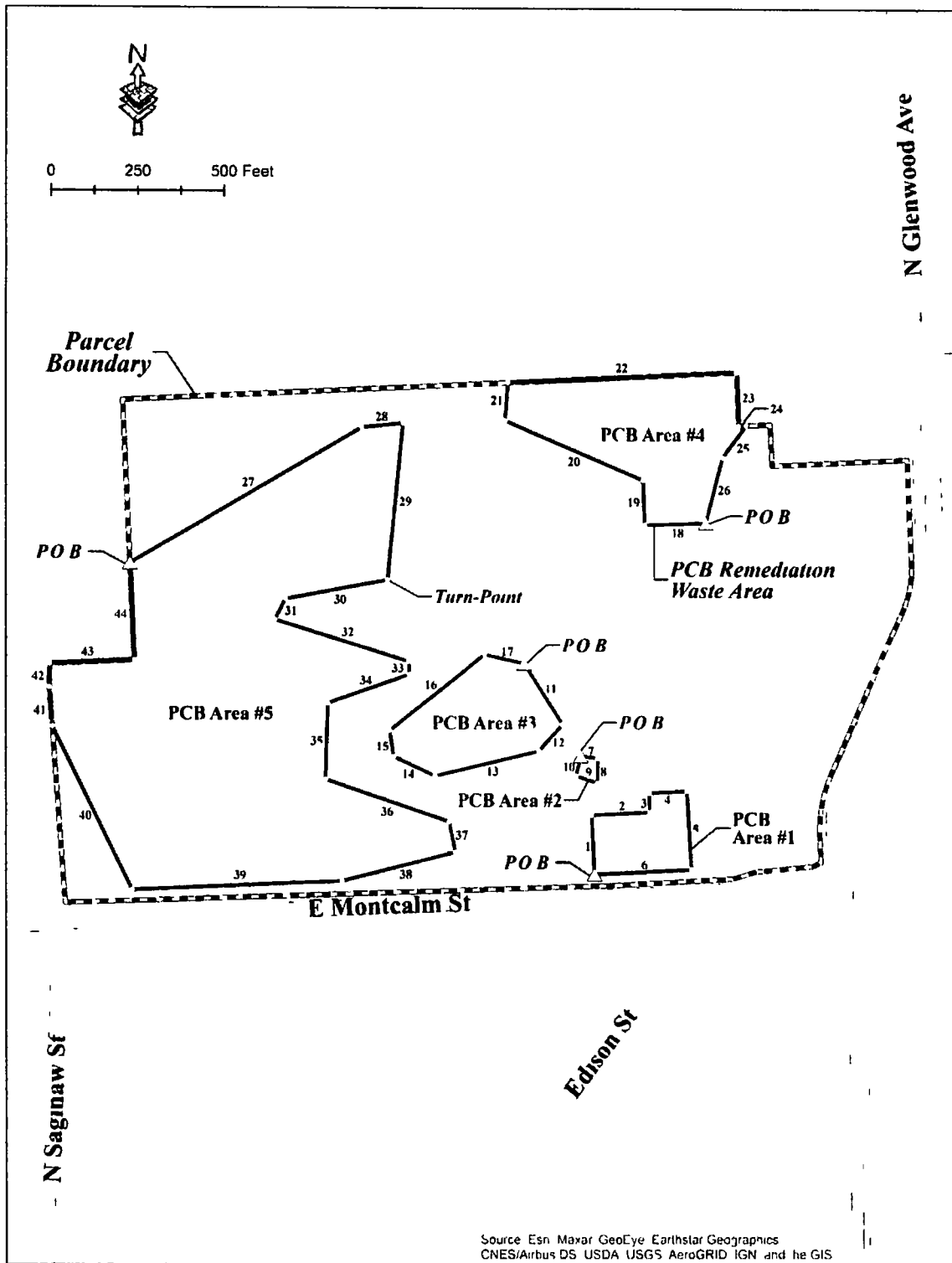
EXHIBIT 4**DESCRIPTION OF ALLOWABLE USES**

Nonresidential Land Use This land use is characterized by any use which is not residential in nature and is primarily characterized by industrial and commercial uses. Industrial uses typically involve manufacturing operations engaged in processing and manufacturing of materials or products. Other examples of industrial uses are utility companies, industrial research and development, and petroleum bulk storage. Commercial uses include any business or income-producing use such as commercial warehouses, lumber yards, retail gas stations, auto dealerships and service stations, as well as office buildings, banks, and medical/dental offices (not including hospitals). Commercial uses also include retail businesses whose principal activity is the sale of food or merchandise within an enclosed building and personal service establishments which perform services indoors such as health clubs, barber/beauty salons, photographic studios, etc.

Any residential use is specifically prohibited from the non-residential land use category. This would include the primary use of the Property for human habitation and includes structures such as single family dwellings, multiple family structures, mobile homes, condominiums, and apartment buildings. Residential use is also characterized by any use which is intended to house, educate, or provide care for children, the elderly, the infirm, or other sensitive populations, and therefore could include day care centers, educational facilities, hospitals, elder care facilities, and nursing homes. The use of any accessory building or portion of an existing building as a dwelling unit permitted for a proprietor or storekeeper and their families, located in the same building as their place of occupation, or for a watchman or caretaker is also prohibited. Any authority that allows for residential use of the Property as a legal non-conforming use is also restricted per the prohibitions contained in this restrictive covenant.

Low Occupancy Area As defined in 40 CFR 761.3, low occupancy area means any area where bulk PCB Remediation Waste has been disposed of on-site and where occupancy for any individual not wearing dermal and respiratory protection for a calendar year is less than 335 hours (an average of 6.7 hours per week). Examples could include an electrical substation or a location in an industrial facility where a worker spends small amounts of time per week (such as an unoccupied area outside a building, an electrical equipment vault or in the non-office space in a warehouse where occupancy is transitory).

EXHIBIT 5 PCB REMEDIATION WASTE AREAS



PCB Remediation Waste Areas

[Coordinate System—NAD 1983 State Plane Michigan South FIPS 2113 Int'l Feet]

P O B Area #1 Easting 13413316 89 (X) Northing 423263 24 (Y)

<u>Line ID</u>	<u>Bearing / Distance</u>
1	North 02°44'29" West, 168 51'
2	North 87°06'45" East, 169 05'
3	North 01°34'49" West, 54 88'
4	North 87°14'38" East, 109 45'
5	South 03°32'40" East, 223 14'
6	South 87°06'45" West, 282 71'

P O B Area #2 Easting 13413275 73 (X) Northing 423598 22 (Y)

<u>Line ID</u>	<u>Bearing / Distance</u>
7	South 83°09'26" East, 49 37'
8	South 00°00'00" West, 70 59'
9	North 72°38'45" West, 65 74'
10	North 13°34'13" East, 58 50'

P O B Area #3 Easting 13413110 50 (X) Northing 423859 94 (Y)

<u>Line ID</u>	<u>Bearing / Distance</u>
11	South 32°38'15" East, 207 23'
12	South 41°54'22" West, 102 75'
13	South 76°55'28" West, 312 00'
14	North 65°20'39" West, 131 60'
15	North 08°58'21" West, 75 43'
16	North 51°47'20" East, 351 85'
17	South 77°34'26" East, 118 46'

P O B Area #4 Easting 13413641 31 (X) Northing 424265 87 (Y)

<u>Line ID</u>	<u>Bearing / Distance</u>
18	South 88°06'42" West, 178 52'
19	North 01°45'44" West, 127 51'
20	North 67°14'29" West, 435 89'
21	North 04°19'12" East, 108 46'
22	North 84°05'48" East, 665 41'
23	South 05°54'12" East, 153 03'
24	North 84°05'48" East, 21 68'
25	South 36°56'25" West, 113 55'
26	South 14°44'37" West, 192 61'

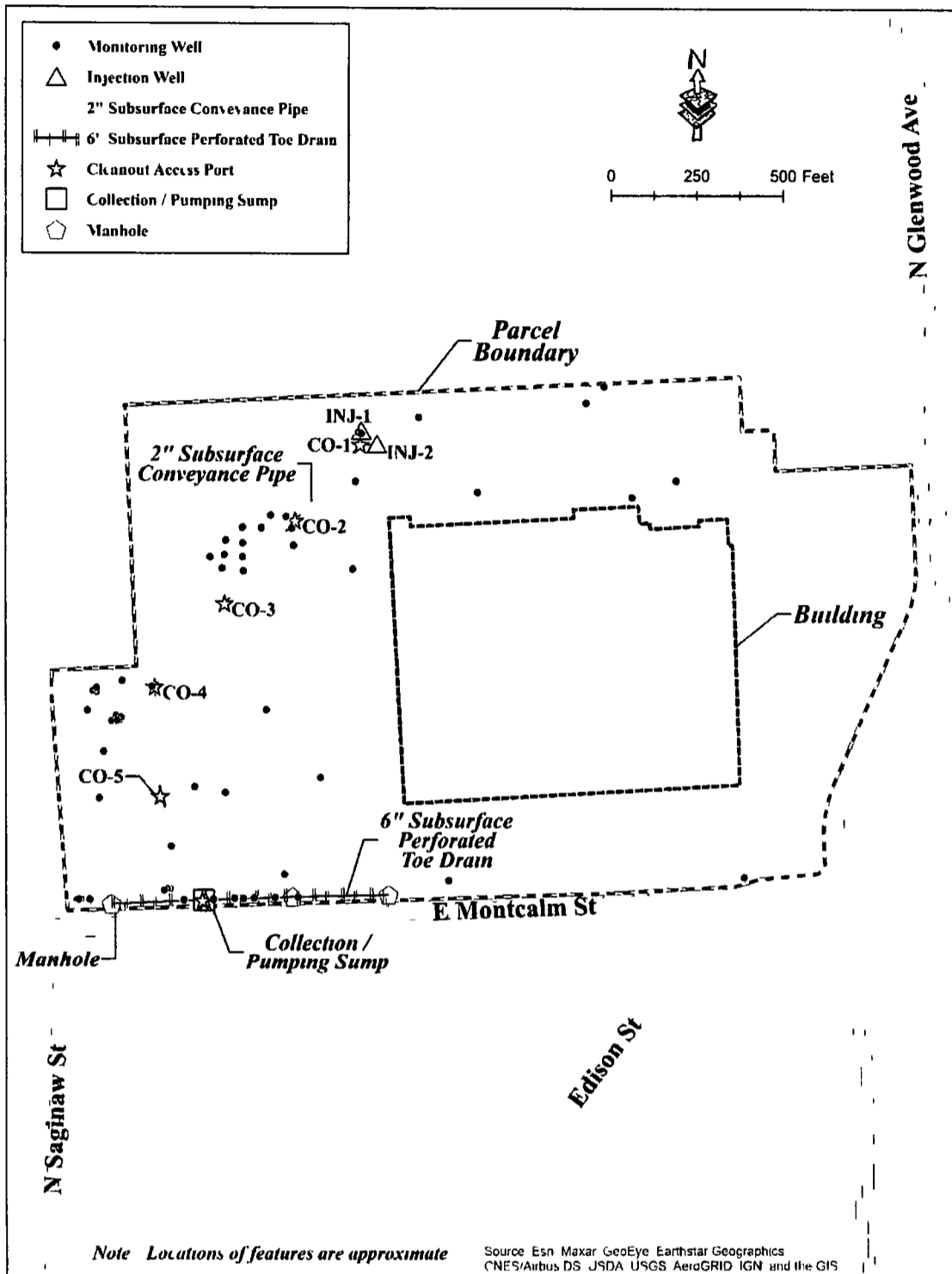
PCB Remediation Waste Areas (cont'd)

P O B Area #5 Easting 13411961 93 (X) Northing 424147 88 (Y)

<u>Line ID</u>	<u>Bearing / Distance</u>
27	North 60°14'19" East, 777 74'
28	North 84°22'57" East, 120 18'
29	South 05°47'08" West, 447 37'
30	South 79°33'45" West, 303 05'
31	South 28°04'22" West, 66 67'
32	South 72°57'29" East, 408 11'
33	South 03°00'45" East, 37 31'
34	South 70°51'28" West, 251 14'
35	South 01°32'53" West, 217 72'
36	South 71°33'54" East, 378 23'
37	South 11°33'37" East, 88 06'
38	South 75°57'49" West, 339 54'
39	South 87°36'23" West, 610 32'
40	North 26°28'32" West, 517 79'
41	North 07°33'31" West, 112 27'
42	North 02°09'35" West, 66 80'
43	North 84°05'48" East, 244 44'
44	North 05°54'12" West, 278 40'

EXHIBIT 6

MONITORING WELLS AND MONTCALM STREET SEEP CONTROL SYSTEM



Existing Monitoring and Injection Wells and Coordinates		
[Coordinate System NAD_1983_StatePlane_Michigan_South_FIPS_2113_Feet_Int'l]		
<u>MONITORING WELL</u>	<u>EASTING (X)</u>	<u>NORTHING (Y)</u>
DWD10	13412072 64	423244 21
DWD12	13413739 98	423276 56
GWD8R	13411803 64	423215 06
GWD9	13412064 62	423244 15
INJ-01-17	13412629 14	424542 68
INJ-02-18	13412674 57	424503 74
IWD7R	13411814 71	423214 82
MW-01-17	13411840 91	423214 24
MW-03-17	13412620 13	424537 70
MW-04-17	13412628 97	424534 65
MW-40-99	13412055 19	423240 69
MWD4	13412880 84	423267 59
MWD6R	13411808 46	423214 47
MWW10-SEN01	13411834 75	423748 57
MWW10-SEN02	13411867 61	423501 62
MWW01-SEN03	13412075 85	423365 56
MWW01-SEN04	13412404 65	423285 35
MWW5-01	13412795 17	424580 56
MWW8-34	13412223 81	424152 61
MWW8-36	13412283 64	424224 02
MWW8-45	13412282 28	424268 75
MWW8-48	13412426 94	424266 42
MWW8-65	13413282 76	424621 45
RWW8-119	13412409 80	424298 49
RWW8-124	13412364 46	424302 40
RWW8-125	13412337 37	424267 19
RWW8-129	13412282 88	424185 05
RWW8-130	13412233 49	424231 96
RWW8-131	13412229 41	424190 45
RWW8-132	13412188 81	424184 68
RWW8-133	13412285 07	424144 65
SB-17-14	13411926 58	423719 71
SB-18-14	13411916 21	423723 19
SB-19-14	13411916 50	423716 65
SB-22-14	13411856 96	423806 37
SB-23-14	13411860 72	423801 08
SB-24-14	13411851 57	423804 98
SB-25-14	13411860 79	423812 13
SB-43-14	13412232 83	423516 77

Existing Monitoring and Injection Wells and Coordinates, cont'd		
[Coordinate System NAD_1983_StatePlane_Michigan_South_FIPS_2113_Feet_Int'l]		
MONITORING WELL	EASTING (X)	NORTHING (Y)
SB-64-14	13411904 60	423719 10
SB-65-14	13411916 96	423733 76
SB-66-14	13411931 73	423729 17
SB-74-15	13412510 22	423559 40
SB-77-15	13412021 03	423816 20
SB-78-15	13411934 58	423832 82
SB-79-15	13411881 30	423632 75
TW-01-01	13411920 23	423720 09
TW-01-02	13412144 00	423533 55
TW-01-03	13412352 39	423750 32
TW-03-01	13412967 24	424368 37
TW-09-01	13412612 36	424398 45
TW-10-01	13412431 60	424217 41
TW-10-02	13412604 15	424150 73
TW-11-01	13413415 73	424354 07
TW-11-02	13413543 28	424400 56
TW-MD-01	13412111 97	423212 83
TW-MD-02	13412197 72	423213 87
TW-MD-03	13412258 98	423217 40
TW-MD-04	13412284 86	423216 01
TW-MD-05	13412315 75	423218 02
TW-MD-06	13412376 85	423219 23
TW-MD-07	13412443 74	423220 83
TWW8-01	13413334 70	424668 06

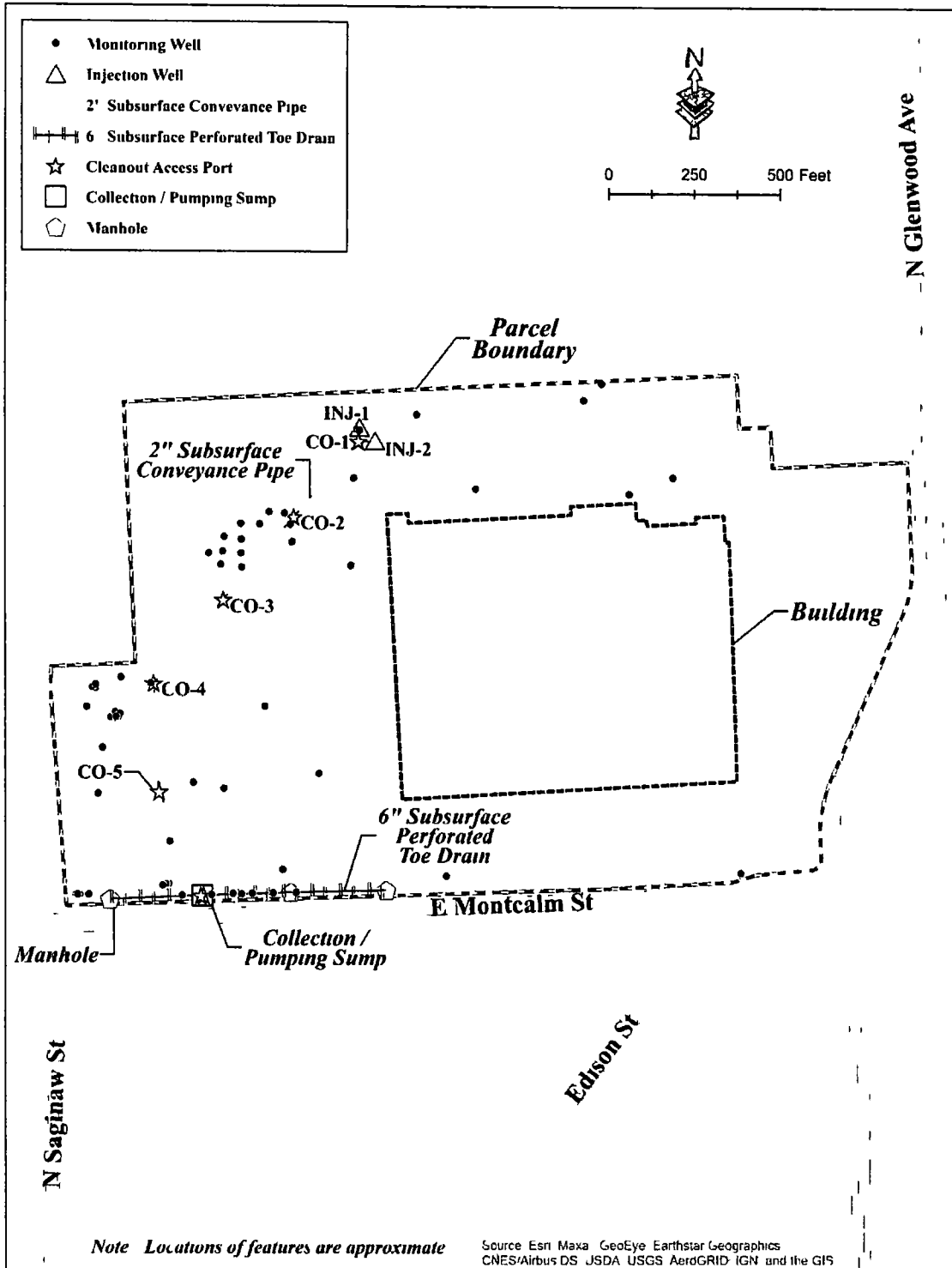
Montcalm Street Seep Control System Components and Coordinates

[Coordinate System NAD_1983_StatePlane_Michigan_South_FIPS_2113_Feet_Int'l]

<u>COMPONENT</u>	<u>EASTING (X)</u>	<u>NORTHING (Y)</u>
Injection Well INJ-01-17	13412628 93	424542 13
Injection Well INJ-02-18	13412670 13	424508 75
Conveyance Line Valve for Injection Wells	13412644 10	424527 59
Conveyance Line Valve for INJ-01-17	13412643 91	424530 58
Conveyance Line Valve for INJ-02-18	13412646 92	424527 36
Conveyance Line Clean Out 1 ^A		
Valve	13412620 96	424496 84
Cleanout	13412626 10	424503 11
Conveyance Line Clean Out 2 ^A		
Valve	13412432 72	424284 87
Cleanout	13412436 84	424288 22
Conveyance Line Clean Out 3 ^A		
Valve	13412226 47	424046 14
Cleanout	13412231 12	424052 11
Conveyance Line Clean Out 4 ^A		
Valve	13412027 06	423809 68
Cleanout	13412028 57	423815 50
Conveyance Line Clean Out 5 ^A		
Valve	13412046 60	423499 33
Cleanout	13412044 78	423506 70
Toe Drain East End Manhole	13412706 42	423226 92
Toe Drain East Intermediate Manhole	13412428 28	423220 54
Toe Drain West End Manhole	13411903 02	423201 04
Toe Drain Sump	13412169 96	423212 37
Toe Drain East Cleanout	13412173 47	423212 34
Toe Drain West Cleanout	13412165 60	423211 37

A - Each conveyance line cleanout location has two components - one vault for the valve key and one vault for the cleanout riser

EXHIBIT 7
RESIDUAL LNAPL AREAS



Residual LNAPL Areas

[Coordinate System—NAD 1983 State Plane Michigan South FIPS 2113 Int'l Feet]

Point of Beginning (P O B)

P O B Area #1 Easting 13411946 27 (X) Northing 423435 73 (Y)

<u>Line ID</u>	<u>Bearing / Distance</u>
1	South 36°12'42" East, 100 33'
2	South 69°15'11" East, 240 52'
3	North 89°09'07" East, 556 48'
4	North 04°05'08" West, 99 26'
5	North 76°18'45" West, 254 12'
6	North 00°39'37" West, 333 56'
7	North 58°00'41" East, 133 23'
8	North 76°30'20" West, 440 47'
9	South 26°17'10" West, 145 50'
10	South 12°24'27" East, 242 21'
11	South 48°40'56" West, 330 92'

P O B Area #2 Easting 13411946 27 (X) Northing 423435 73 (Y)

<u>Line ID</u>	<u>Bearing / Distance</u>
12	North 48°40'56" East, 330 92'
13	North 12°24'27" West, 242 21'
14	North 41°22'07" West, 265 99'
15	South 02°37'55" East, 219 05'
16	South 87°22'05" West, 185 53'
17	South 13°09'54" East, 224 20'
18	South 26°20'43" East, 233 24'

P O B Area #3 Easting 13412206 15 (X) Northing 424022 01 (Y)

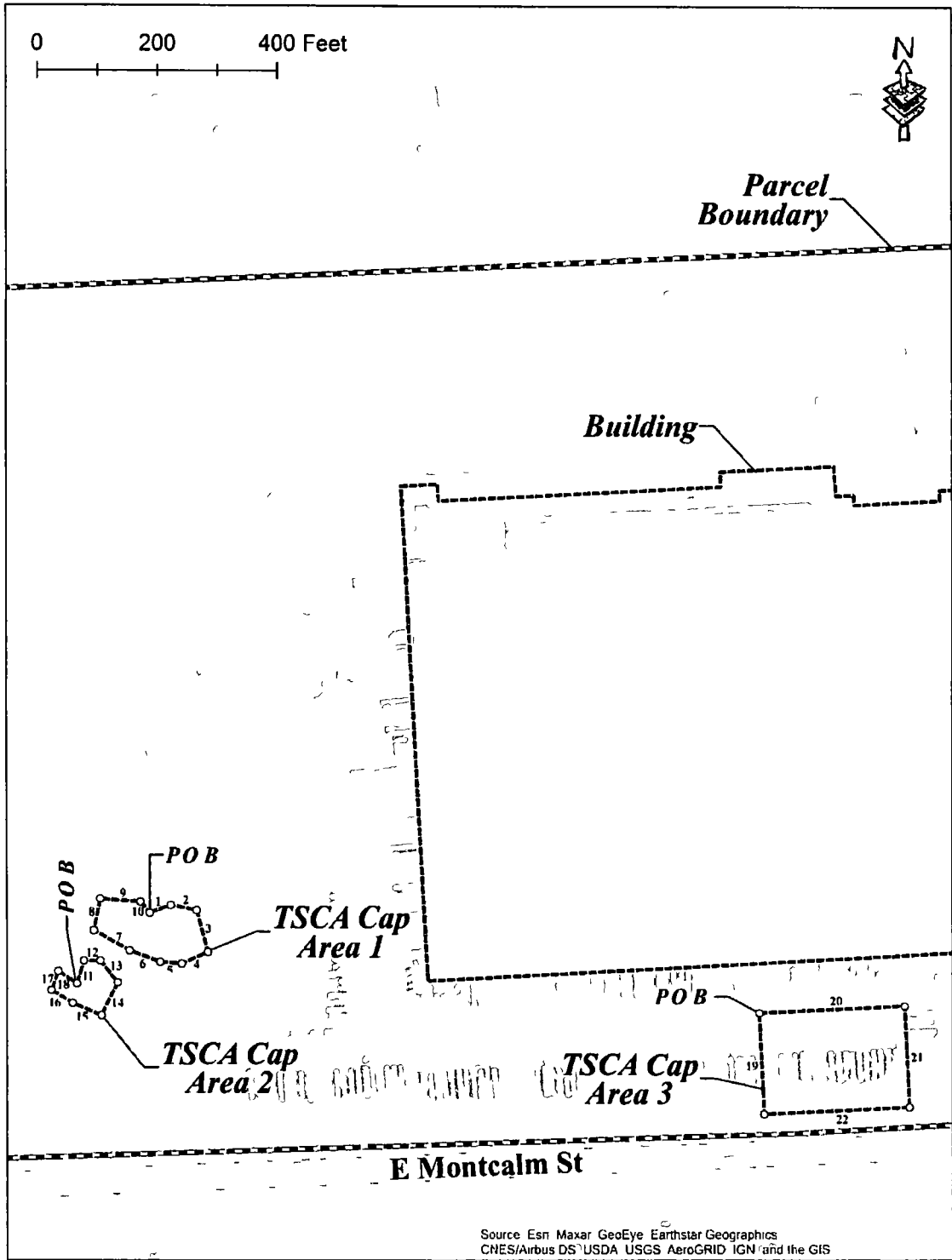
<u>Line ID</u>	<u>Bearing / Distance</u>
19	South 76°30'20" East, 440 47'
20	North 80°41'37" East, 84 22'
21	North 33°39'30" East, 112 83'
22	North 86°13'55" East, 330 78'
23	North 04°03'58" West, 569 28'
24	South 76°10'40" West, 607 12'
25	South 49°08'28" West, 434 68'
26	South 18°17'57" East, 173 73'

P O B Area #4 Easting 13413069 33 (X) Northing 424616 03 (Y)

<u>Line ID</u>	<u>Bearing / Distance</u>
27	North 81°35'08" East, 477 94'

<u>Line ID</u>	<u>Bearing / Distance</u>
28	North 87°22'05" East, 81 88'
29	South 66°42'07" West, 88 35'
30	South 00°03'16" West, 251 16'
31	South 11°42'17" West, 63 63'
32	South 57°40'45" West, 64 14'
33	South 72°25'59" West, 329 52'
34	South 06°04'59" East, 77 08'
35	South 56°58'43" West, 130 29'
36	South 84°03'30" West, 113 40'
37	North 04°03'58" West, 569 28'

EXHIBIT 8
TSCA CAP AREAS



TSCA Cap Areas

[Coordinate System—NAD 1983 State Plane Michigan South FIPS 2113 Int'l Feet]

Point of Beginning (P O B)

P O B Area #1 Easting 13412287 90 (X) Northing 423597 73 (Y)

<u>Line ID</u>	<u>Bearing / Distance</u>
38	North 70°25'11" East, 37 18'
39	South 79°04'00" West, 43 87'
40	South 15°05'33" East, 70 51'
41	South 66°37'32" West, 47 49'
42	North 85°23'19" West, 35 95'
43	North 70°13'42" West, 53 95'
44	North 60°54'48" West, 67 90'
45	North 11°38'00" East, 52 47'
46	South 85°49'26" East, 67 15'
47	South 40°58'27" East, 23 67'

P O B Area #2 Easting 13412166 62 (X) Northing 423482 41 (Y)

<u>Line ID</u>	<u>Bearing / Distance</u>
48	North 17°15'15" East, 38 97'
49	South 89°37'24" East, 27 37'
50	South 39°03'05" East, 45 71'
51	South 26°11'13" West, 61 66'
52	North 67°18'49" West, 51 70'
53	North 57°16'26" West, 40 71'
54	North 19°31'31" East, 33 57'
55	South 56°46'20" East, 37 12'

P O B Area #3 Easting 13413307 51 (X) Northing 423432 07 (Y)

<u>Line ID</u>	<u>Bearing / Distance</u>
19	North 87°14'38" East, 243 00'
20	South 02°44'29" East, 168 51'
21	South 87°14'38" West, 243 00'
22	North 02°44'29" West, 168 51'

EXHIBIT 9

INACTIVE STORM SEWERS AND BULKHEADS

