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Bernard J. Youngblood
Wayne County Register of Deeds

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DECLARATION OF RESTRICTIVE COVENANT

MDEQ Reference Number: RC-OWMRP-111-17-TBA
USEPA ID Number: MID 005356621

19-002

This Declaration of Restrictive Covenant (Restrictive Covenant) is made to protect public health, safety, welfare or the environment pursuant to the provisions of Part 111, Hazardous Waste Management, Michigan Compiled Laws (MCL) 324.11101, *et seq.* (Part 111) and the applicable Sections of Part 201, Environmental Remediation, MCL 324.20101, *et seq.* (Part 201) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), 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 299.51001 *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).

This Restrictive Covenant is made by RACER Properties LLC, the Grantor, an entity wholly owned by the Revitalizing Auto Communities Environmental Response Trust (Trust), whose address is 500 Woodward Avenue, Suite 2650, Detroit, MI 48226, and who is the current fee title holder of the Property, for the benefit of the Grantee, State of Michigan, Department of Environment Quality (MDEQ), whose address is 525 West Allegan Street, P.O. Box 30473, Lansing, MI 48909-7973.

This Restrictive Covenant is made to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination, to prevent damage to or disturbance of any component of the constructed remedy/corrective measures at a certain parcel of real property located at 12500 Eckles Road, Livonia, MI 48150, Tax Parcel 46-118-99-0001-004, legally described and illustrated in **Exhibit 1** (Property or Site). The Property is a portion of the former General Motors Corporation Delphi Chassis Systems Facility, MID 005356621, which has undergone or is undergoing RCRA Corrective Action. Because of the former facility's long history of industrial use, recording this Restrictive Covenant is designed to: 1) prohibit or restrict activity that could result in unacceptable exposures to environmental contamination potentially located on the Property; 2) assure that the use of the Property is consistent with the exposure assumptions for establishment of nonresidential cleanup criteria established under MCL 324.20120a(1)(b); 3) prevent (i) interference with corrective measures being implemented on the Property and (ii) exacerbation of current environmental conditions on the Property; 4) require the owner or tenant of the Property to assess the potential for vapor intrusion or install a vapor mitigation system prior to building any new structures; and 5) require any future work or other activities on the Property by or for the Owner, to be conducted in conformance with: i) applicable MDEQ soil relocation

requirements including but not limited to MCL 324.20120c, any related administrative rules and MDEQ guidance and RCRA; 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 (or HAZWOPER), 29 Code of Federal Regulations (CFR) Part 1910.

The land and resource use restrictions contained in this Restrictive Covenant are based upon information available to the United States Environmental Protection Agency (USEPA) and MDEQ and the corrective actions approved by USEPA at the time this document was recorded. Failure of the corrective measures to achieve and maintain the cleanup criteria, exposure controls and requirements specified in the approved corrective action; 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 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 the USEPA Region 5, Land and Chemicals 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 (**Exhibit 2**). USEPA and MDEQ recommend that prospective purchasers or users of the Property 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.

This Restrictive Covenant cites laws, rules and regulations in effect at the time it was recorded. To the extent those laws, rules or regulations are subsequently amended, replaced or otherwise superseded, this Restrictive Covenant shall be read to incorporate those amending, replacing or otherwise superseding laws, rules and regulations in place of those currently cited herein.

As of the date of this Restrictive Covenant, the 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) and known as the Delphi Chassis Systems Facility, (Larger Facility).

Hazardous substances including chromium, nickel and PFOS have been detected at the Property at concentrations above generic residential cleanup criteria for applicable exposure pathways. Corrective action has been undertaken to address this contamination. In what is identified and

discussed as "Area 1" in Corrective Action Documents, a soil-bentonite and jet grout barrier wall (Barrier Wall) have been installed to control the migration of chromium and nickel-impacted groundwater (**Exhibit 3**). The groundwater within the Barrier Wall is extracted in a French drain collection system and treated at the on-Site treatment plant (collectively referred to as the Groundwater Collection, Treatment and Discharge System – **Exhibit 4**), prior to being discharged to the Great Lakes Water Authority (GLWA) sanitary sewer in accordance with a discharge permit issued by GLWA. A groundwater monitoring plan has been implemented for the Property to allow for evaluation of the effectiveness of the Barrier Wall and French drain collection and treatment system, (**see, Exhibit 5 for location of monitoring wells**).

USEPA and the Trust entered into the RCRA Section 3008(h) Performance-based Administrative Order on Consent, Docket Number RCRA-05-2011-0025 between USEPA and the Trust effective September 29, 2011 (Agreement). Pursuant to that Agreement the Trust has continued operation and maintenance of the Groundwater Collection, Treatment and Discharge System and has completed pilot-scale testing and subsequently full-scale implementation of in-situ chemical injection of sodium dithionite and/or sodium sulfide to reduce dissolved concentrations of chromium and nickel in Area 1 groundwater. Full-scale implementation was completed in 2016. Evaluation of groundwater quality concentration trends continues as well as evaluation of installation of a permeable reactive gate (PRG) in the Barrier Wall to allow for groundwater migration out of the inside of the area enclosed by the Barrier Wall and eliminating the need for operation and maintenance of the Groundwater Collection, Treatment and Discharge System.

Definitions

"Agreement" shall mean the RCRA Section 3008(h) Performance-based Administrative Order on Consent, Docket Number RCRA-05-2011-0025 between USEPA and the Trust effective September 29, 2011.

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

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

"MDEQ" means the Michigan Department of Environmental Quality, its successor entities and those persons or entities acting on its behalf.

"NREPA" shall mean the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.101 *et seq.*

"Owner" means at any given time the then current fee title holder(s) and the holder(s) of the Property or any portion thereof, including any lessees (and ground lessees) or easement holders and their respective successors or assigns and those persons or entities authorized to act on the title holder's behalf.

"Part 111" means Part 111, Hazardous Waste Management, of the NREPA in effect at the time of the recording of this Restrictive Covenant.

"Property" shall mean the property legal description which is set forth and illustrated in **Exhibit 1**.

"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 the 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 111 of NREPA and the Part 111 Administrative Rules or Part 201 of NREPA and the Part 201 Administrative Rules, solely to the extent not inconsistent with the definitions in Part 111 or the Part 111 Administrative Rules, shall have the same meaning in this document as in those statutes and rules as on the date this 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 and resources described below and intends that said restrictions and covenants shall run with the land and may be enforced in perpetuity against the Owner by the following entities: (1) USEPA; (2) MDEQ; and (3) the Trust.

1. Land Use Prohibitions. The 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 6** (Description of Allowable Uses).
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 or activities that interfere with, disturb or damage any element of the corrective measures, including the PRG, Barrier Wall, Groundwater Collection, Treatment and Discharge System, performance of operation and maintenance activities, monitoring or other measures necessary to ensure the effectiveness and integrity of the completed corrective action. These prohibited activities include:

- a. *No drinking water wells may be installed or used on the Property.*
- b. *No groundwater extraction wells may be installed or used on the Property, except for wells and devices that are part of an USEPA or MDEQ 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. *No contaminated soils (if present) may be relocated on the Property except as provided for under Part 201, Section 20120c, MCL 324.20120c.*
- d. *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 or Part 111, except pursuant to a plan, permit or license approved in writing by USEPA or MDEQ, pursuant to those statutory authorities.*
- e. *If Owner elects to remove any slabs, pavement or other impervious surface on the Property, Owner shall be responsible for any and all obligations under environmental laws arising from any such removal, alteration or disturbance, whether caused by, arising from or related to, an environmental condition.*
- f. *The Owner shall not build nor occupy any new buildings on the Property without first completing one of the following:*

Option 1) Demonstrate to the satisfaction of USEPA or MDEQ, the absence of an unacceptable vapor intrusion risk to human health in any existing or newly constructed buildings at the Property; or

Option 2) With concurrence from USEPA or MDEQ, install, operate and maintain a vapor barrier and/or mitigation system designed to eliminate the potential for subsurface vapor phase hazardous substances to migrate into any building at concentrations greater than applicable criteria. This prohibition does not apply to short-term occupancy of a building solely for purposes of construction, renovation, repair or other short-term activities as long as adequate health and safety precautions are employed during these activities and they are performed in compliance with MCL 324.20107a of NREPA. Such short-term activities and short-term occupancy would not be expected to exceed six months in duration. The USEPA or MDEQ must be informed if the activities or occupancy are expected to exceed six months.

If Option 2 above is selected, the Owner shall install and thereafter maintain a vapor barrier and/or install and thereafter operate and maintain a vapor intrusion mitigation system in accordance with applicable standards and criteria, for the

purpose of mitigating the potential intrusion of soil vapor into any occupied building constructed on the property after the date of this Restrictive Covenant until it is determined by USEPA or MDEQ that a vapor barrier or mitigation system is no longer necessary in accordance with Option 1, above.

The Owner shall provide copies of all documentation related to this provision to the Trust simultaneously with submittal of documentation to USEPA or MDEQ.

- g. *The Owner will not remove, disturb, interfere with, perform work over or damage any components of the Barrier Wall, the Groundwater Collection, Treatment and Discharge System or monitoring wells, currently on the Property as identified in Exhibits 3, 4 and 5, or any other corrective action that may be installed/present in the future pursuant to USEPA approval (i.e. PRG), except if a Work Plan for such activity is submitted to and approved in advance by USEPA and the Trust in writing and such activity is: performed in accordance with any conditions of approval; temporary (less than sixty (60) days in duration); 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; and any disturbance is repaired to at least the pre-disturbance condition within fourteen (14) days of work completion. The Owner will repair, relocate or replace as necessary and be responsible for any consequential damages relating to any components of the Barrier Wall, the Groundwater Collection, Treatment and Discharge System or monitoring wells if disturbed, damaged or destroyed by Owner.*

Any Work Plan for an activity near the Barrier Wall submitted pursuant to this provision shall at a minimum address the following: the minimum horizontal distance an open excavation must be located from either edge of the Barrier Wall; the slope stability of any excavation near the Barrier Wall including the possible use of shoring; and groundwater control during implementation. Protrusions through the Barrier Wall are prohibited except if the activity plan demonstrates that the protrusion will not result in any unacceptable disturbance to the Barrier Wall and the plan is approved in accordance with the first paragraph of this Paragraph 2.g. See **Exhibit 3** for more detailed requirements.

- h. *The Owner shall not construct or install subgrade utilities, structures or other features within the interior of the Barrier Wall except if a plan for such activity is submitted to and approved in advance by USEPA and the Trust in writing. The construction must incorporate engineering controls designed to eliminate the potential for perched water to enter the utility and/or migrate along the utility corridor or for the utility/structure/feature to release fluids that could infiltrate through the subsurface and exacerbate impacts to groundwater.*
- i. *The Owner shall not remove any existing storm water inlet seals nor storm sewer bulkheads and the Owner shall not use any existing storm water inlets or subsurface storm water sewer piping.*

3. Contaminated Soil Management. The Owner shall manage contaminated soils, 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; this provision regarding contaminated soil/media/debris management also applies in the event that the Owner elects to remove any slabs, pavement or other impervious surface on the Property.
4. Infiltration Management. The Owner shall retain all existing impervious or partially impervious surfaces within the Barrier Wall area as of August 2017 (Existing Barrier Wall Area Land Surface Cover). Removal of the Existing Barrier Wall Area Land Surface Cover or otherwise increasing infiltration within the Barrier Wall area has the potential to negatively impact groundwater contaminant migration as it will result in an immediate increase in recharge to groundwater. Therefore, the Existing Barrier Wall Area Land Surface Cover, or as the surface cover is improved at a later date by the Trust, shall be retained in order to minimize infiltration. New or different land surface cover that is equally or more effective as the Existing Barrier Wall Area Land Cover in preventing infiltration may be installed if the new or different cover is approved in advance in writing by USEPA and the Trust and all work is performed in accordance with any conditions of approval.

In addition, any construction on or in the vicinity of the Existing Barrier Wall Area Land Surface Cover shall promote run-off of any precipitation to outside of the Barrier Wall area.

5. Storm Sewer Migration Pathway. A new liner has been installed in the 72" storm water line in the location described in **Exhibit 7** to prevent any migration of contaminated groundwater or surface water from the Property into and within that 72" storm sewer. Owner shall not take any action to disturb, disrupt, or otherwise render ineffective that lining system and may not alter, add on to or change that system in any way without written approval from USEPA and the Trust. All future Owners shall comply with all applicable maintenance and repair obligations and take whatever actions are necessary to ensure no migration of contamination and no leaking of groundwater is allowed in the future within the 72" storm sewer (see **Exhibit 8**).
5. Compliance with this Restrictive Covenant and Applicable Due Care Obligations. The Owner shall at all times comply with the conditions and restrictions of this Restrictive Covenant and the applicable due care obligations under Section 20107a of NREPA and the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.* (CERCLA). Owner agrees to maintain records of its applicable due care activities and shall supply copies of any records documenting such compliance upon request from the Trust or any Agency.
6. Access. The Owner shall grant to USEPA, MDEQ and the Trust the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with this Restrictive Covenant, including the right to take samples, inspect the operation

of corrective measures and inspect any records relating thereto, and to perform any actions necessary to maintain compliance with RCRA, Parts 111 and 201 and other applicable federal laws and regulations.

7. Transfer of Interest. The Grantor shall provide notice to USEPA, MDEQ and the Trust (at the addresses provided in Paragraph 8 of the Grantor's intent 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 or other interest in the Property shall not be consummated by Grantor without adequate and complete provision for compliance with the terms and conditions of this Restrictive Covenant. Grantor 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 DECLARATION OF RESTRICTIVE COVENANT DATED _____ [month, day, year], AND RECORDED WITH THE WAYNE COUNTY REGISTER OF DEEDS, LIBER _____, PAGE _____.

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

8. Notices. Any notice, demand, request, consent, approval or communication that is required to be made or obtained under this Restrictive Covenant shall be made in writing; include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant; include the Michigan Facility MID Number: MID 005356621 and MDEQ Reference Number: RC-OWMRP-111-17-TBA; and shall be served either personally or sent via first class mail, postage prepaid, as follows:

For USEPA:

Director
Land and Chemicals Division (L-8J)
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 MDEQ:

Hazardous Waste Section Director
Waste Management and Radiological Protection Division
Michigan Department of Environmental Quality
P.O. Box 30473
Lansing, MI 48909-7973

For the Trust:

Michigan Cleanup Manager
RACER Trust
P.O. Box 43859
Detroit, MI 48243

9. Term. This 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. This Restrictive Covenant may only be modified or rescinded with the written approval of USEPA or MDEQ, as applicable, and the Trust. Grantor, the Trust, USEPA and/or the MDEQ each shall have the right as "claimants" under MCL 565.103 to record any notices required by MCL 565.103 to preserve and keep effective the restrictions of record herein.
10. Enforcement. Grantor and/or the Trust is entitled to enforce the restrictions and covenants of this 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, intends and agrees that USEPA and MDEQ are entitled to enforce the restrictions and covenants in this 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.
11. 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 Restrictive Covenant and no other person or entity shall have any rights or authorities hereunder to enforce these restrictions, terms, conditions or obligations beyond Grantor, MDEQ, their successors and assigns and the Third-Party Beneficiary.
12. USEPA Entry and Access. Nothing in this 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 CFR 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 Paragraph 6 (Access) of this Restrictive Covenant.

13. Modification/ Release/Rescission. Grantor or Owner may request in writing to USEPA or MDEQ, as applicable, and the Trust at the addresses provided in Paragraph 8, modifications to, or release or rescission of, this Restrictive Covenant. This Restrictive Covenant may be modified, released or rescinded only with the written approval of USEPA or MDEQ, as applicable, and the Trust. Any approved modification to, or release or rescission of this Restrictive Covenant shall be filed with the appropriate Registrar of Deeds by the Grantor or Owner and a certified copy shall be returned to USEPA, MDEQ and the Trust at the addresses provided Paragraph 8.
14. Severability. If any provision of this 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 Restrictive Covenant and all other provisions shall continue to remain in full force and effect.
15. Limitation on Liability. The Trust's, RACER Properties LLC's and the Administrative Trustee's liability under this Restrictive Covenant is limited by the terms and conditions of the Settlement Agreement, which are incorporated herein by reference.
16. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.
17. Miscellaneous.
 - a) Controlling Law. The interpretation and performance of this Restrictive Covenant shall be governed by the laws of the United States as to the obligations referred to in the Agreement and the laws of the State of Michigan for all other purposes hereunder (without reference to choice of laws principles thereof). The right to enforce the conditions and restrictions in this Restrictive Covenant are in addition to other rights and remedies that may be available, including, but not limited to, administrative and judicial remedies under RCRA, CERCLA, Part 111 or Part 201.
 - b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Restrictive Covenant shall be liberally construed to affect the purpose of this Restrictive Covenant and the policy and purpose of RCRA and the land use restrictions and prospective use limitations required by Part 111. If any provision of this Restrictive Covenant is found to be ambiguous, an interpretation consistent with the purpose of this Restrictive Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

- c) Entire Agreement. This Restrictive Covenant and its attachments and appendices supersede all prior discussions, negotiations, understandings or agreements relating specifically to this Restrictive Covenant, all of which are merged herein.

[signature page follows]

IN WITNESS WHEREOF, RACER Properties LLC has caused this Restrictive Covenant, MDEQ Reference Number: RC-OWMRP-111-19-TBA, to be executed on this 4th day of April, 2019.

RACER PROPERTIES LLC

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

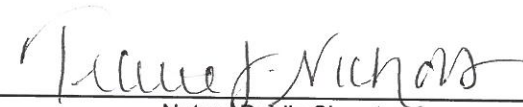
By: EPLET, LLC, acting solely in its representative capacity as
Administrative Trustee of Revitalizing Auto Communities
Environmental Response Trust

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 4th day of April, 2019, 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.

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


Notary Public Signature

Name of Notary Public Tracie L. Nichols
Notary Public, State of Michigan
County of Wayne
My Commission Expires: 3/19/23
Acting in the City/County of Wayne

This document is exempt from state and county transfer taxes pursuant MCL 207.505(a) and MCL 207.526(a).

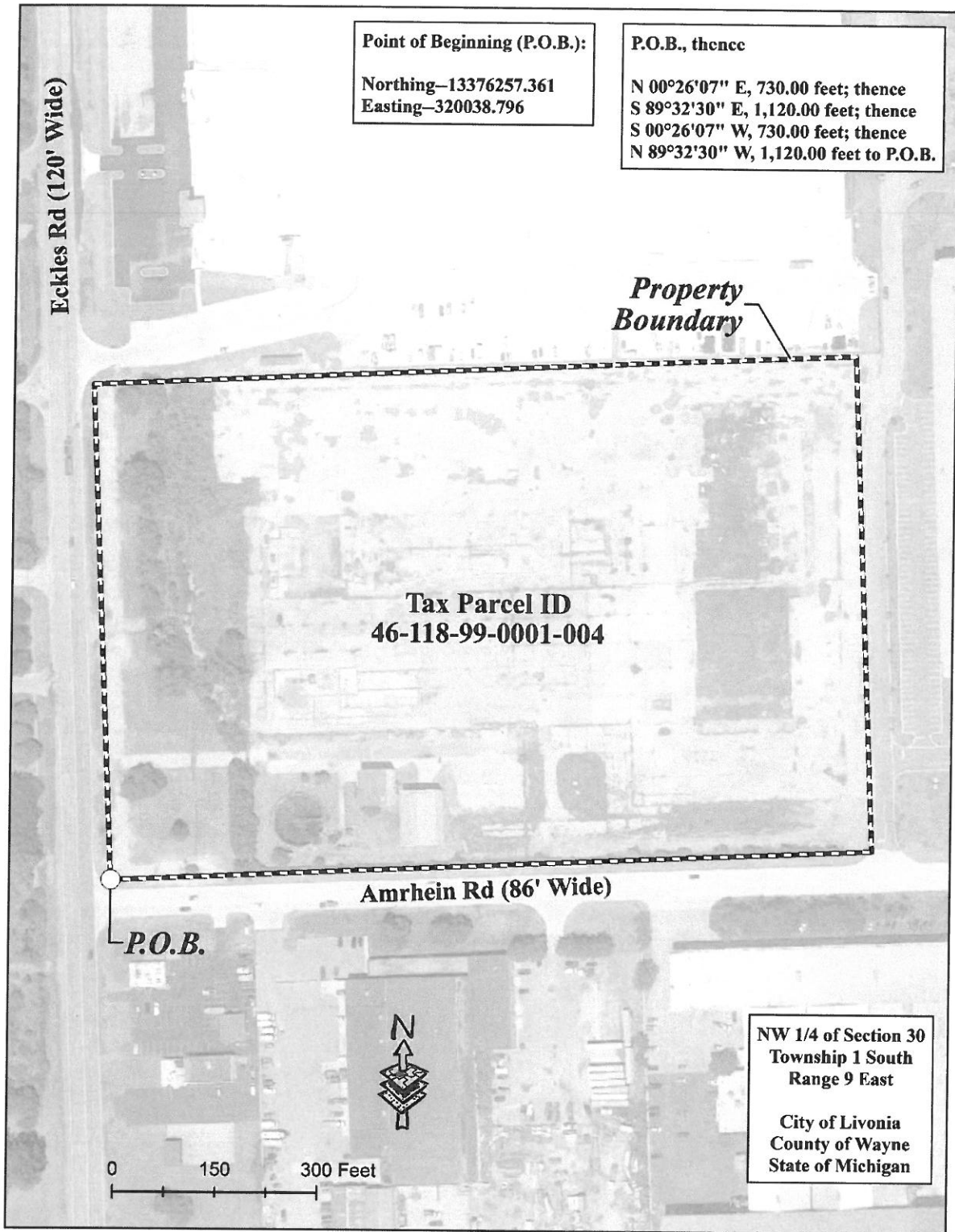
Prepared by/Return to:
Carl Garvey, General Counsel
RACER Trust
500 Woodward Avenue, Suite 2650
Detroit, MI 48226

LIST OF EXHIBITS

- 1 ILLUSTRATION AND LEGAL DESCRIPTION OF PROPERTY
- 2 HAZARDOUS SUBSTANCES ABOVE CRITERIA IN SOIL AND GROUNDWATER
- 3 BARRIER WALL
- 4 GROUNDWATER COLLECTION, TREATMENT AND DISCHARGE SYSTEM
- 5 MONITORING WELLS
- 6 DESCRIPTION OF ALLOWABLE USES
- 7 LOCATION OF NEW LINER IN 72" STORM WATER LINE
- 8 O&M INSPECTION SCHEDULE AND INSTALLATION REPORT

EXHIBIT 1

ILLUSTRATION OF PROPERTY



LEGAL DESCRIPTION OF PROPERTY

A part of the Northwest $\frac{1}{4}$ of Section 30, Township 1 South, Range 9 East, City of Livonia, County of Wayne, State of Michigan being described as commencing at the West $\frac{1}{4}$ corner of said Section 30; thence North 00 degrees 26 minutes 07 seconds East, 43.00 feet along the West line of said Section 30; thence South 89 degrees 32 minutes 30 seconds East, 60.00 feet to the Point of Beginning; thence North 00 degrees 26 minutes 07 seconds East, 730.00 feet along the East right-of-way line of Eckles Road (120 feet wide); thence South 89 degrees 32 minutes 30 seconds East, 1,120.00 feet; thence South 00 degrees 26 minutes 07 seconds West, 730.00 feet to the North right-of-way line of Amrhein Road (86 feet wide); thence North 89 degrees 32 minutes 30 seconds West, 1,120.00 feet along said North right-of-way line to the point of beginning.

Containing 18.77 acres of land, more or less.

Tax Parcel ID: 46-118-99-0001-004

Commonly known as: 12500 Eckles Road, Livonia, MI 48150

EXHIBIT 2

HAZARDOUS SUBSTANCES ABOVE CRITERIA IN SOIL AND GROUNDWATER

Chromium
Chromium VI
Iron
Manganese
Nickel
Perfluorooctane sulfonic acid (PFOS)
Perfluorooctanoic acid (PFOA)
Sodium
Sulfate

SOIL

NRDWP- Non-Residential Drinking Water Protection
RDWP – Residential Drinking Water Protection
GSIP – Groundwater Surface Water Interface Protection
NRDC – Non-Residential Direct Contact Criteria
RDC - Residential Direct Contact Criteria
SSBC - Site Specific Background Criteria
SDBL -Statewide Default Background Levels

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 MDEQ Part 201 Generic Cleanup Criteria – Non-Residential Soil and Groundwater Criteria, Table 1 and Table 2, dated December 30, 2013. However, it is noted that as of the date of this Restrictive Covenant, USEPA's authorization of the MDEQ RCRA Program includes the September 28, 2012 Part 201 Generic Cleanup Criteria.

EXHIBIT 3

BARRIER WALL

Introduction

A slurry wall has been installed as part of the site/groundwater treatment measures at the RACER Eckles Road Site in Livonia, Michigan. The slurry wall is approximately 3,300 feet (ft.) long, 30 ft. deep and 2.5 ft. wide. (see attached drawing) The design parameters of the slurry wall are a density of 130 lbs./ft.³ (pcf) and compressive strength of 3 to 4 psi (430 to 580 psf). The slurry wall is tied into the glaciolacustrine clay layer underlying the surficial fill and the glaciolacustrine sandy deposits that extend to depths of approximately 25 ft. below the existing ground surface (BGS).

There is an existing 18-inch diameter sanitary forcemain installed at a depth of approximately 20 to 25 ft. BGS at an offset distance of 7 ft. from the slurry wall generally parallel to the southern boundary of the site. There is also a 72-inch storm sewer installed at a depth of 20 to 25 ft. (BGS) at an offset distance of 13 ft. from the slurry wall generally parallel to the southern boundary of the site. A sanitary forcemain is proposed to be installed at a depth of approximately 4 ft. BGS ("Shallow Sanitary Sewer") in the vicinity of the existing sewers.

Any subsurface work including probes, drilling, excavation or the like must be conducted in a manner that does not disturb, undermine or otherwise adversely impact the integrity and performance of the slurry wall and existing sanitary and storm sewers. At no time shall Owner or anyone else conduct any below grade activities of any kind whatsoever within five (5) feet of the slurry wall.

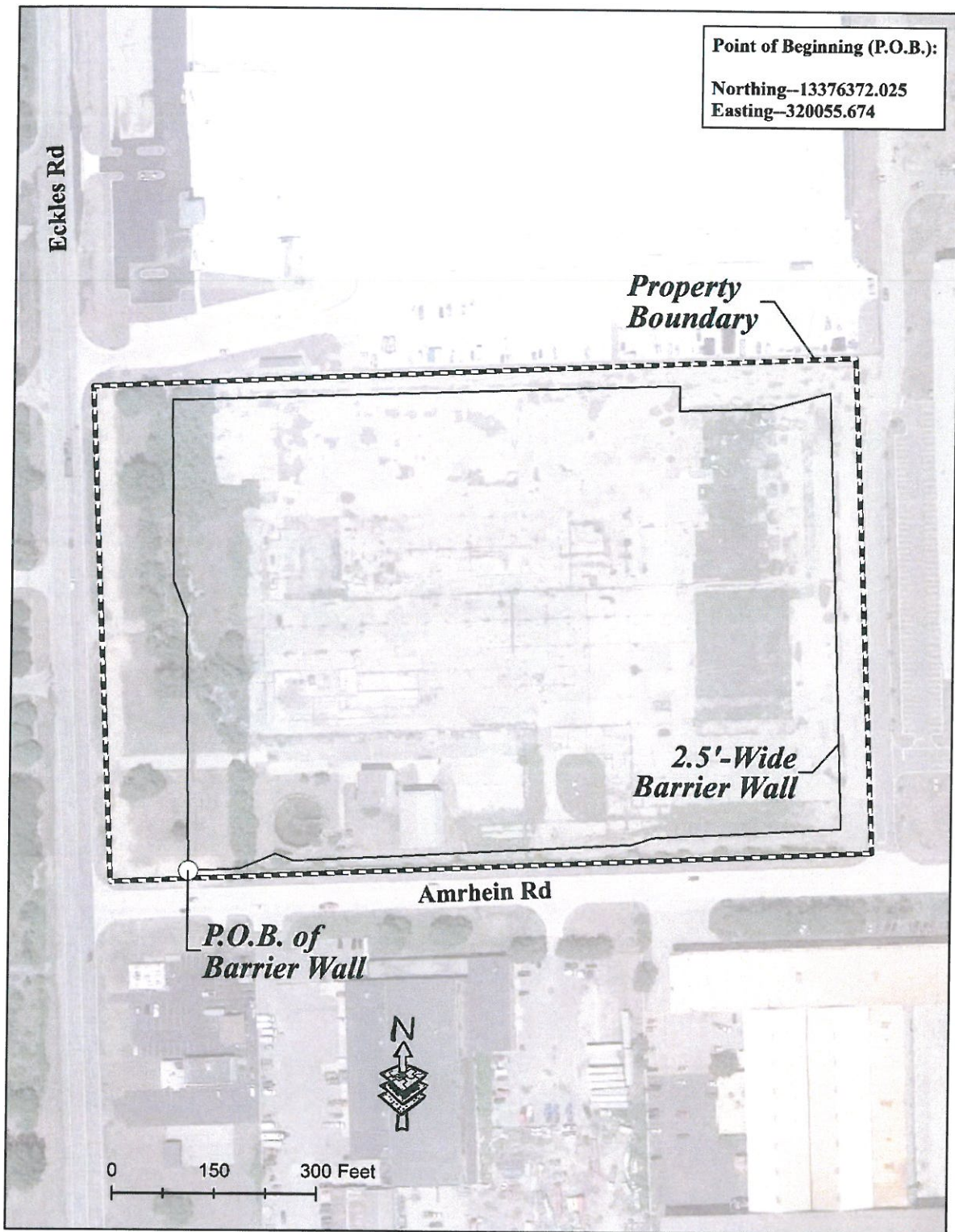
Excavation Recommendations

All construction and any other below grade activities and excavations within 100 feet of the slurry wall must be approved in writing in advance by US EPA and RACER. The Owner must submit to RACER and EPA a detailed Work Plan with engineering drawings and all supporting calculations and supporting information for review. Owner shall be responsible for all costs of design, engineering, required investigations, installation work and any other activity performed under the proposed Work Plan. The Work Plan shall include a description of all measures designed to prevent any adverse impacts to the slurry wall. Owner shall comply with any conditions of approval of the Work Plan. All work under the Work Plan must comply with and be performed in accordance with Occupational Safety and Health Administration (OSHA) Regulations (Standards CFR 29), and any other current federal, state, and local requirements.

Groundwater Control

Groundwater is reported to be at a depth of 8 to 12 ft. BGS. If Owner requires work be performed below the groundwater table Owner must submit a Work Plan to RACER and US EPA that details how and in what manner such dewatering will occur and comply with any conditions of approval issued by US EPA or RACER. At no time may Owner discharge any water from a dewatering operation without obtaining all necessary regulatory approvals and all work under the Work Plan must comply with and be performed in accordance with Occupational Safety and Health Administration (OSHA) Regulations (Standards CFR 29), and any other current federal, state, and local requirements.

ILLUSTRATION OF BARRIER WALL



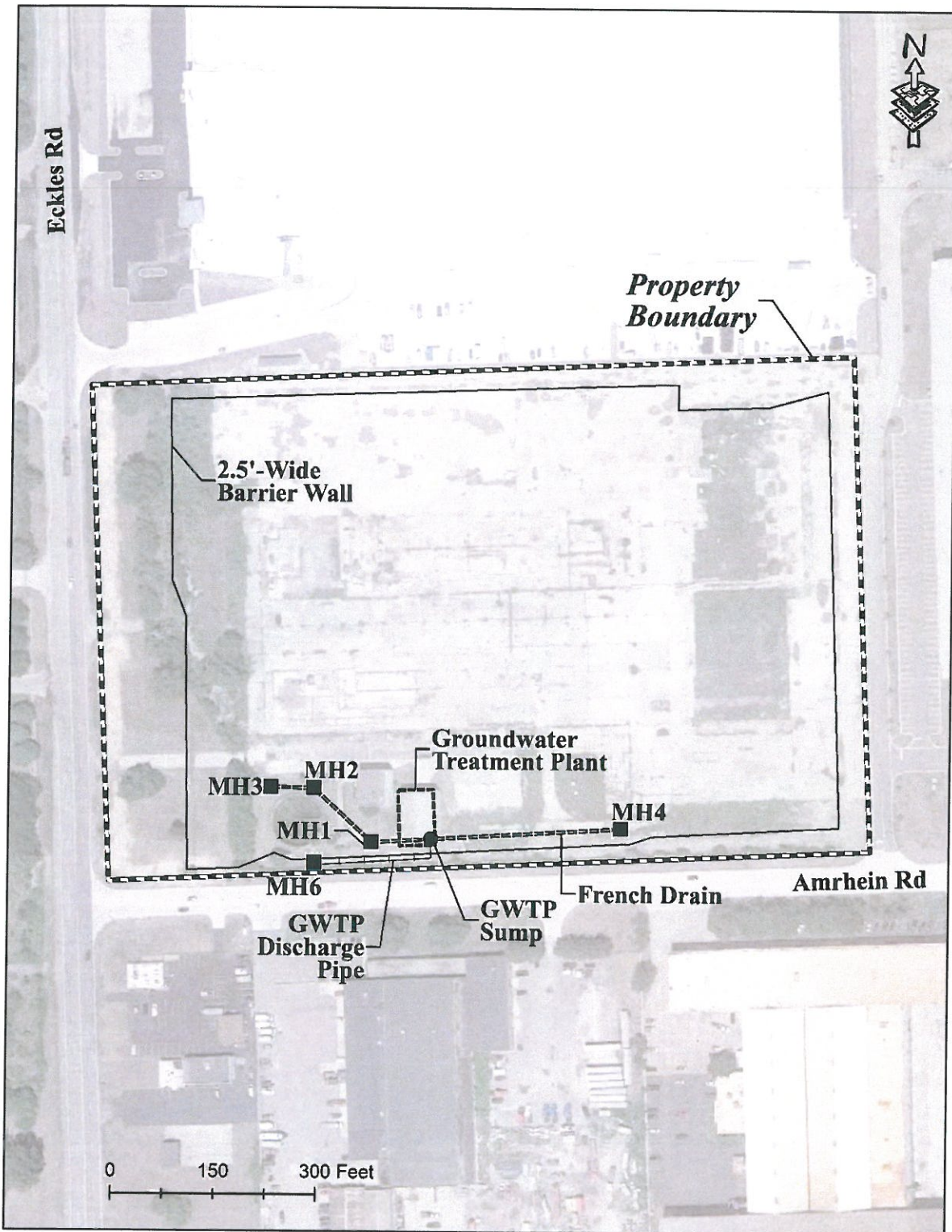
LEGAL DESCRIPTION OF BARRIER WALL

A 2.5-foot-wide swath of land, lying evenly 1.25 feet on each side of the following described centerline, with said swath being part of the Northwest $\frac{1}{4}$ of Section 30, Township 1 South, Range 9 East, City of Livonia, County of Wayne, State of Michigan being described as:

Commencing at the West $\frac{1}{4}$ corner of said Section 30; thence North 00 degrees 26 minutes 07 seconds East, 43.00 feet along the West line of said Section 30; thence South 89 degrees 32 minutes 30 seconds East, 60.00 feet; thence North 84 degrees 46 minutes 39 seconds East, 115.95 feet to the Point of Beginning of said centerline; thence North 01 degrees 14 minutes 07 seconds East, 374.41 feet; thence North 19 degrees 33 minutes 57 seconds West, 54.91 feet; thence North 01 degrees 07 minutes 44 seconds East, 267.78 feet; thence South 89 degrees 50 minutes 13 seconds East, 747.34 feet; thence South 02 degrees 07 minutes 40 seconds West, 37.00 feet; thence South 89 degrees 49 minutes 48 seconds East, 132.55 feet; thence North 76 degrees 43 minutes 16 seconds East, 89.74 feet; thence South 04 degrees 04 minutes 24 seconds West, 642.41 feet; thence South 88 degrees 52 minutes 59 West, 275.11 feet; thence South 73 degrees 40 minutes 58 seconds West, 32.44 feet; thence South 89 degrees 04 minutes 21 seconds West, 499.81 feet; thence North 67 degrees 05 minutes 15 seconds West, 27.46 feet; thence South 69 degrees 12 minutes 59 seconds West, 56.88 feet; thence South 89 degrees 40 minutes 02 seconds West, 75.59 feet to the Point of Termination of said centerline.

EXHIBIT 4

ILLUSTRATION OF
GROUNDWATER COLLECTION, TREATMENT AND DISCHARGE SYSTEM



LEGAL DESCRIPTION OF FRENCH DRAIN

A centerline being part of the Northwest ¼ of Section 30, Township 1 South, Range 9 East, City of Livonia, County of Wayne, State of Michigan being described as:

Commencing at the West ¼ corner of said Section 30; thence North 00 degrees 26 minutes 07 seconds East, 43.00 feet along the West line of said Section 30; thence South 89 degrees 32 minutes 30 seconds East, 60.00 feet; thence North 60 degrees 09 minutes 34 seconds East, 273.37 feet to the Point of Beginning of said centerline; thence South 88 degrees 53 minutes 21 seconds East, 63.45 feet; thence South 47 degrees 10 minutes 28 seconds East, 117.22 feet; thence North 86 degrees 35 minutes 31 seconds East, 367.57 feet to the Point of Termination of said centerline.

TABLE OF FRENCH DRAIN MANHOLE ID'S & COORDINATES

Coordinate System: NAD 1983 2011 State Plane Michigan South FIPS 2113 Int'l Feet

Well ID	Northing	Easting
MH1	13376616.11	320091.920
MH2	13376530.14	320171.600
MH3	13376466.70	320172.830
MH4	13376983.03	320113.770
GWTP	13376704.11	320097.254

EXHIBIT 5

ILLUSTRATION OF MONITORING WELLS

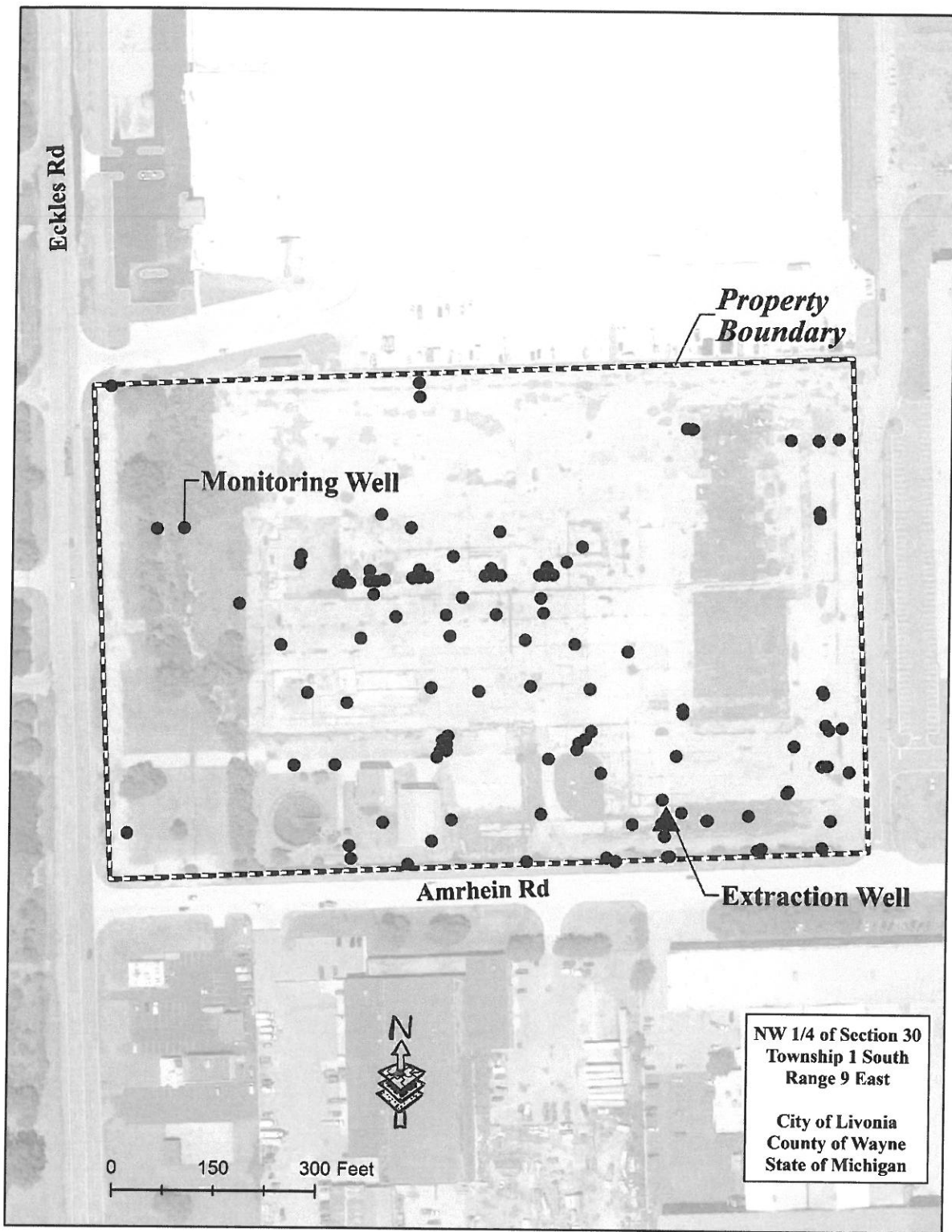


TABLE OF MONITORING WELL ID'S & COORDINATES

Coordinate System: NAD 1983 2011 State Plane Michigan South FIPS 2113 Int'l Feet

Well ID	Northing	Easting
MW-33-6S	13376222.36	320765.1
MW-W-2S	13376253.85	320106.06
PZ-SW-11	13376293.63	320555.49
PZ-SW-12	13376333.37	320556.95
MW-A1-14S	13376416.28	320446.18
MW81D-16	13376478.04	320385.429
MW80D-16	13376499.53	320207.883
MW-A1-4S	13376504.79	320506.73
MW-41D-13	13376506.64	320518.175
MW-A1-5S	13376518.11	320314.81
MW66D-16	13376559.91	320208.868
MW43D-15	13376562.19	320479.738
MW45D-15	13376569.2	320478.476
MW42D-15	13376569.39	320488.974
MW-31D-12	13376576.44	320300.347
MW44D-15	13376578.82	320477.909
PZ-SW-9	13376582.37	320089.3
PZ-SW-10	13376585.06	320070.56
MW-27D-12	13376596.06	320395.85
MW48D-15	13376607.52	320480.56
MW47D-15	13376607.9	320495.691
MW-23D-12	13376614.44	320461.215
MW46D-15	13376618.18	320481.267
MW-15S	13376624.56	320578.9
MW49D-15	13376629.8	320482.4
MW67D-16	13376631.67	320124.292
MW62D-15	13376647.44	320428.201
MW-38D-13	13376668.45	320559.73
MW68D-16	13376669.27	320062.791
MW51D-15	13376671.29	320485.775
PZ-SW-1	13376677.67	320773.37
PZ-SW-2	13376679.05	320752.65
MW50D-15	13376681.82	320498.199
MW53D-15	13376682.61	320486.544
MW52D-15	13376693.91	320487.195
MW-32D-12	13376700.79	320323.618
MW63D-15	13376721.98	320431.288
MW-36D-13	13376724.76	320240.032
MW-37D-13	13376724.79	320231.101
OW-24	13376726.56	320252.72
MW-28D-12	13376727.79	320400.223
MW-35D-13	13376731.49	320518.078
MW69D-16	13376733.3	320128.82
MW-25D-12	13376745.33	320457.636
MW-33D-12	13376771.38	320318.924
MW55D-15	13376778.49	320489.728

MW54D-15	13376787.69	320500.563
MW57D-15	13376790.85	320490.839
MW64D-15	13376795.66	320432.769
MW-39D-13	13376799.67	320555.182
MW56D-15	13376801.42	320490.636
MW-29D-12	13376839.5	320395.256
HA-14	13376845.36	320067.97
MW-A1-12D	13376848.12	320326.806
MW59D-15	13376859.24	320491.239
MW-26D-12	13376861.86	320457.663
MW70D-16	13376865.6	320138.418
MW-65D-15	13376866.19	320435.541
MW61D-15	13376868.62	320491.781
MW58D-15	13376870.33	320503.506
MW71D-16	13376876.02	320219.975
MW60D-15	13376879.57	320492.32
MW-40D-13	13376899.7	320511.149
MW-30D-12	13376913.22	320389.643
MW-A1-3S	13376922.78	320533.69
MW-34D-12	13376936.86	320323.535
MW72D-16	13376954.15	320199.888
MW-S-7S	13376964.42	320074.8
MW-27	13376977.48	320069.86
MW73D-16	13376992.09	320379.449
PZ-SW-18	13377001.72	320124.719
PZ-SW-8	13377044.72	320126.19
PZ-SW-17	13377045.24	320161.05
PZ-SW-7	13377049.06	320107.2
EX-A1-1	13377051.24	320134.7411
HA-15	13377053.76	320077.14
MW-S-3S	13377056.93	320077.61
MW74D-16	13377065.09	320225.728
MW75D-16	13377073.76	320142.24
MW-A1-11D	13377074.03	320294.5
MW-A1-11S	13377074.26	320288.55
MW-A1/33-8S	13377075.42	320709.14
MW-A1/33-8D	13377083.42	320708.54
PZ-SW-16	13377110.51	320131.179
MW-OS-4D	13377165.06	319844.61
MW-OS-4S	13377165.32	319836.88
MW76D-16	13377170.48	320138.738
MW-S-8D	13377184.26	320087.8
MW-S-8S	13377190.09	320090.18
MW-85D-17	13377226.35	320172.172
PZ-SW-13	13377226.39	320693.361
MW-85S-17	13377228.7	320175.004
MW-22-2D	13377236.52	320241.75
PZ-SW-4	13377267.27	320693.22
MW-A1-8S	13377269.8	320587.84
MW-A1-8D	13377270.89	320578.95
MW-84D-17	13377277.57	320322.825
MW-82D-17	13377278.2	320212.529

MW-84S-17	13377279.21	320319.25
MW79D-16	13377279.6	320092.218
MW-83D-17	13377282.85	320273.11
PZ-SW-15	13377285.9	320212.898
PZ-SW-6	13377287.6	320266.49
MW78D-16	13377291.52	320132.275
PZ-SW-3	13377296.84	320695.83
PZ-SW-5	13377307.14	320269.2
MW77D-16	13377318.34	320204.725

EXHIBIT 6

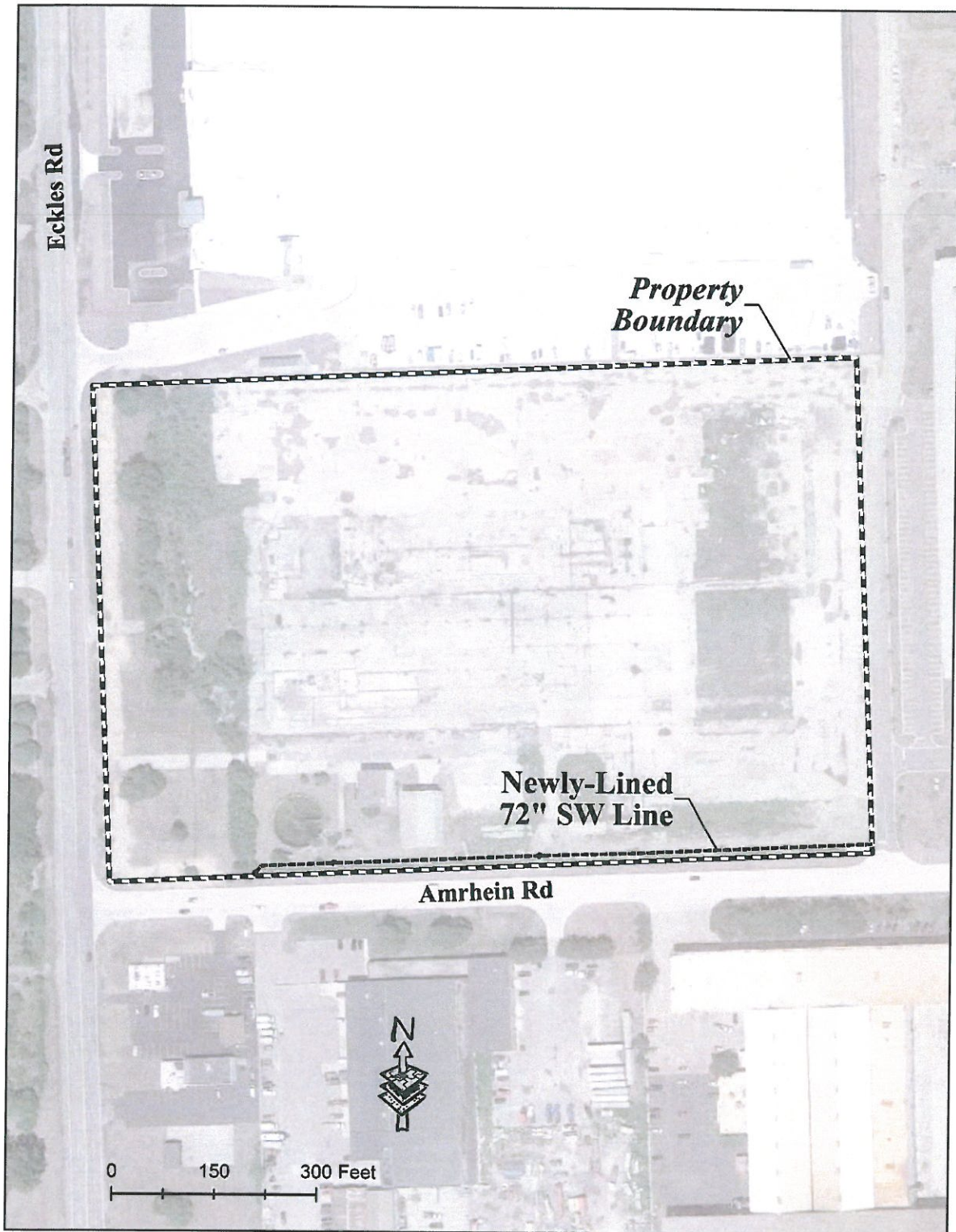
DESCRIPTION OF ALLOWABLE USES

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. Any uses which are 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 may not fit the nonresidential exposure assumptions. Residential or site-specific environmental protection standards may need to be considered. 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 amended restrictive covenant.

EXHIBIT 7

ILLUSTRATION OF NEW LINER IN 72" STORM WATER LINE



**LEGAL DESCRIPTION OF CENTERLINE
OF 72" STORM WATER LINE**

A stormwater pipe, 72" in diameter and lying evenly 36" on each side of the centerline described below, being situated in part of the Northwest $\frac{1}{4}$ of Section 30, Township 1 South, Range 9 East, City of Livonia, County of Wayne, State of Michigan being described as:

Commencing at the West $\frac{1}{4}$ corner of said Section 30; thence North 00 degrees 26 minutes 07 seconds East, 43.00 feet along the West line of said Section 30; thence South 89 degrees 32 minutes 30 seconds East, 60.00 feet; thence North 87 degrees 26 minutes 19 seconds East, 214.63 feet to the Point of Beginning of the centerline being described herein; thence North 03 degrees 05 minutes 34 seconds West, 4.32 feet; thence North 37 degrees 11 minutes 36 seconds East, 13.79 feet; thence North 87 degrees 33 minutes 22 seconds East, 896.50 feet to the Point of Termination of said centerline.

EXHIBIT 8

O&M INSPECTION SCHEDULE

Grantor acknowledges that a 54-inch steel reinforced high-density polyethylene resin pipe has been installed within the existing 72-inch storm water pipe that runs along the southern boundary of the Property (see Exhibit 7). Following installation of such 54-inch pipe, the pipe was tested per the manufacturer specifications and inspected to ensure no groundwater leaks into the pipe.

A National Association of Sewer Service Companies certified inspector inspected the installed pipe and established baseline conditions and demonstrating that the installed system does not leak. An easement will be recorded by the Grantor imposing on the easement holder of an adjacent parcel the responsibility for all inspections, maintenance and repair of the installed pipe to ensure it does not leak now or in the future. Subsequent inspections will be performed by the easement holder 4.5 years after installation, and thereafter every 5 years after installation. Additional intermittent inspections may be warranted if conditions suggest it is necessary or there are any indications of groundwater leaking into the storm sewer line.

Any leaks detected or discovered at any time shall be repaired by the easement holder or its successors or assigns as soon as reasonably possible.