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Bernard J. Youngblood
Wayne County Register of Deeds

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Liber:51329 Page:1108



DECLARATION OF RESTRICTIVE COVENANT

MDEQ Reference Number: RC-OWMRPD-111-_____-____

Facility MID Number: MID000718874

This Declaration of 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") and 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 Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made on February 25, 2014, by the Revitalizing Auto Communities Environmental Response Trust ("Trust") and RACER Properties LLC, an entity wholly-owned by the Trust (the Trust and RACER Properties are collectively referred to herein as "RACER"), the Grantor(s), the current fee title holder(s) of the property, whose address is 500 Woodward Avenue, Suite 1510, Detroit, MI 48226, for the benefit of the Grantees, State of Michigan, Department of Environment Quality ("MDEQ"), whose address is 525 West Allegan Street, P.O. Box 30473, Lansing, MI 48909-7926, and United States Environmental Protection Agency ("USEPA"), whose address is 77 West Jackson Boulevard, Chicago, IL 60604-3590.

This Restrictive Covenant has been made to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination present at the property associated with the former General Motors Corporation Livonia Powertrain facility, having the address of 12200 Middlebelt Road, Livonia, Wayne County, MI ("Property"), having Tax Identification Number(s): 46-099-99-0001-001 (Parcel A), 46-099-0004-002 (Parcel B and C), and 46-099-99-0079-000 (Parcel E), and legally described in Exhibit 1 and illustrated in Exhibit 2.

On March 31, 2011 RACER was established and assumed the rights, title, and interest of Motors Liquidation Company in and to the Property pursuant to an Environmental Response Trust Consent Decree and Settlement Agreement ("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 ("Administrative Trustee")). The current owner of the Property, RACER, entered into a Performance Based Corrective Action Agreement ("Agreement") with USEPA for the Property effective February 27, 2012. Pursuant to the Agreement, RACER worked in cooperation with USEPA to complete a RCRA Facility

Investigation ("RFI") of potential releases of hazardous wastes and/or hazardous constituents at or from the Property (USEPA Identification Number MID000718874).

Based on the RFI, 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. MDEQ and USEPA 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.

Recording of this Restrictive Covenant is designed to restrict exposures to groundwater on the Property, and 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 and any related administrative rules and MDEQ 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 C.F.R. 1910.

The land or resource use restrictions contained in this Restrictive Covenant are based upon information available at the time this document was recorded. Future changes in the environmental condition of the Property or changes in the cleanup criteria developed under Part 201; 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, may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment. Additional restrictions may become necessary.

Definitions

"Agreement" shall mean the February 27, 2012 RCRA Corrective Action Agreement between RACER and EPA.

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

"Grantor" shall mean the Revitalizing Auto Communities Environmental Response Trust ("Trust") and RACER Properties LLC, an entity wholly-owned by the Trust, the 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 a life estate of the Property or any portion thereof, including the fee title holder's lessees and those persons or entities authorized to act on its behalf.

"Part 201" shall mean Part 201, Environmental Remediation, of the NREPA;

“Property” shall mean the property legally described in Exhibit 1;

“USEPA” means 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 the NREPA, Part 111, Part 201, or the Part 111 and Part 201 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.

Summary of Response Activities

The RFI identified 36 Areas of Interest at the Property warranting investigation. These areas were identified as having the potential presence of hazardous waste and/or hazardous constituents because of possible past releases to the environment. The RFI activities included the drilling of 70 test borings, collection and analysis of 61 soil samples, installation of 13 temporary monitoring wells, and collection and analysis of 11 groundwater water samples. Analytical results for soil and groundwater samples collected during the RFI were compared to the nonresidential cleanup criteria under Section 20120a(1)(b) of NREPA, in order to determine if potentially-significant releases to the environment had occurred at the Property, and if the field investigation adequately characterized these potentially-significant releases.

The RFI identified the presence of metals at various locations, polynuclear aromatic hydrocarbons at one location, and volatile organic constituents at seven locations. Arsenic and lead are the only constituents that were detected in soil and/or groundwater at concentrations exceeding the nonresidential cleanup criteria under Section 20120a(1)(b) of NREPA.

The nonresidential Drinking Water Protection Criterion (“DWPC”) for arsenic in soil was exceeded at two locations at depths of 8 to 10 feet and 22 to 24 feet below ground surface, respectively. The arsenic concentrations found at these locations also exceed the State Default Background Screening Criterion for arsenic. However, both of these concentrations fall below the State-wide maximum arsenic background level determined by MDEQ’s Michigan Background Soil Survey 2005 (MDEQ – MBSS 2005). Accordingly, these exceedances of arsenic in soil are believed to be present as a result of natural conditions (i.e., types of soil deposits), and are not believed to be attributed to Property operations, since arsenic is not known to be have been used at the Property, nor is it likely to have been a component or by-product of Property-related activities.

Arsenic was also detected in groundwater above nonresidential Drinking Water Criterion (“DWC”); however, like the soils noted above, the concentrations of arsenic detected in groundwater are also believed to be present as a result of natural conditions (i.e., types of soil deposits), and are not believed to be attributed to past operations at the Property based on the following points:

- Arsenic is not known to be have been used at the Property, nor is it likely to have been a component of Property-related activities;
- All but one exceedance of the DWC for arsenic are associated with unfiltered samples, indicating the presence of arsenic in Site groundwater is associated nearly exclusively with filterable soil particulates;

- Variability of arsenic concentrations between sampling events and among samples of each event is low (i.e., similar order of magnitude on a well-to-well comparison); and
- All exceedances of DWC for arsenic are within the collective range of concentrations typical of well water of Wayne County and the adjacent Washtenaw County (greater than 0.05 mg/L), as described in MDEQ public outreach information including "Arsenic in Well Water, Health Information for Water Well Users."

Lead was initially also detected in groundwater at the Property exceeding the corresponding nonresidential DWC, but the subsequent analyses of groundwater samples deemed to be more representative of Property conditions, indicating that the Property groundwater was not contaminated with lead above the nonresidential cleanup criteria under Section 20120a(1)(b) of NREPA.

Activities continue to obtain USEPA's formal RCRA "Corrective Action Complete with Controls" determination for the Property.

NOW THEREFORE,

Declaration of Land Use or Resource Use Restrictions

Grantor(s) as current fee title holder(s) of the Property, hereby declare(s) and covenant(s) 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) Grantor, if it is no longer owner; and (2) MDEQ.

1. Land Use Prohibitions. Owner shall prohibit all uses of the Property that are not compatible with nonresidential land use category under MCL 324.20120a(1)(b) and generally described in the Description of Allowable Uses, attached hereto as Exhibit 3. Part 201 cleanup criteria for land use-based response activities are located in the Government Documents Section of the State of Michigan Library, MCL 324.201201 et seq. effective December 2010, and Michigan Administrative Code ("MAC") Rule ("R") 299.5701 – R 299.5727, effective December 21, 2002.
2. Activities Prohibited. Owner shall prohibit activities on the Property that may result in exposures above the nonresidential land use category. 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 MDEQ or USEPA 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 any are 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, 42 U.S.C. §§ 6901 et seq. or equivalent state Law, except pursuant to a plan or permit approved in writing by MDEQ or USEPA.
 - f. 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 or not caused by, arising from or related to, an environmental condition.
3. Contaminated Soil Management. Owner shall manage contaminated soils, media and/or debris (if any) and all other soils located on the Property in accordance with the requirements of Part 111, Section 20120c of the NREPA and RCRA Subtitle C, 42 U.S.C. §§ 6921-6943 et seq., the administrative rules promulgated pursuant to Part 111 and RCRA, and all other relevant state and federal laws, including but not limited to MCL 324.20120c.
4. Access. Owner shall grant to MDEQ and USEPA 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 and, inspect any records relating thereto, and to perform any actions necessary to maintain compliance with Part 111, Part 201, and RCRA. Nothing in this Restrictive Covenant shall limit or otherwise affect MDEQ's right of entry and access, as defined in the NREPA, and any successor statutory provisions, or other state or federal laws.
5. 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.
6. Enforcement. Grantor is 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 subsequent Owners of all or part of the Property. Grantor, on behalf of itself, and its successors in title, intends and agrees that MDEQ or USEPA is 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.
7. 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, assigns, and the Third Party Beneficiary.

8. USEPA Entry, Access: Nothing in this Restrictive Covenant shall limit or otherwise affect USEPA's right of entry and access, or authority to undertake actions under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), the National Contingency Plan (40 C.F.R. Part 300), and any successor statutory provisions, or other state or federal law. The 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 4 (Access) of this Restrictive Covenant.
9. Modification/ Release/Rescission: Grantor or Owner may request in writing to MDEQ and USEPA, at the addresses provided in herein, 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 MDEQ and USEPA. 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 MDEQ and USEPA at the addresses provided herein.
10. Transfer of Interest: Grantor shall provide notice at the addresses provided in this document to MDEQ and USEPA 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 and the applicable provisions of Section 20116 of the NREPA. 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 FEBRUARY _____, 2014, AND RECORDED WITH THE WAYNE COUNTY REGISTER OF DEEDS, LIBER _____, PAGE _____.

11. 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 MDEQ Site ID number, and reference number; and shall be served either personally, or sent via first class mail, postage prepaid, as follows:

For MDEQ:

Chief
Office of Waste Management and Radiological Protection
Michigan Department of Environmental Quality
P.O. Box 30241
Lansing, MI 48909-7741

For USEPA:

Director

Land and Chemicals Division (DR-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

12. 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.
13. Limitation on RACER's Liability. RACER's and the Administrative Trustee's liability is limited by the terms and conditions of the Settlement Agreement, which are incorporated herein by reference.
14. 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.
15. Notification to Potentially Interested Parties. Notification of this Restrictive Covenant will be provided to the easement holders on the Property identified in Exhibit 2. An example notification letter is included in Exhibit 4.
16. 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 regulations 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 CERCLA or Part 201 of the NREPA.
 - 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 201. 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 supersedes all prior discussions, negotiations, understandings, or

agreements relating to the matters addressed herein, all of which are merged herein.

[SIGNATURE ON FOLLOWING PAGE]

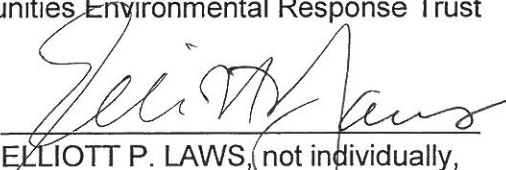
IN WITNESS WHEREOF, the undersigned has caused this Restrictive Covenant, to be executed on this 19 day of February, 2014.

RACER PROPERTIES LLC

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

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

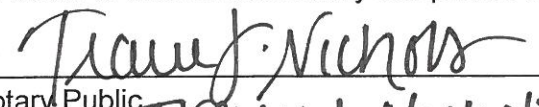
By:


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

Date: February 19, 2014

STATE OF MICHIGAN
COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 19 day of February, 2014, by Elliott P. Laws, not individually, but acting solely in his capacity as Managing Member of EPLET, LLC, a Delaware limited liability company, acting solely in its capacity as Administrative Trustee of Revitalizing Auto Communities Environmental Response Trust, a New York trust, acting solely in its capacity as Sole Member of RACER Properties LLC, a Delaware limited liability company, on behalf of said limited liability companies and said trust.


Notary Public

Print Name: Tracie L. Nichols

Acting in Wayne County, Michigan

My commission expires: 3/19/17

TRACIE L. NICHOLS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-19-2017
Acting in the County of Wayne

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

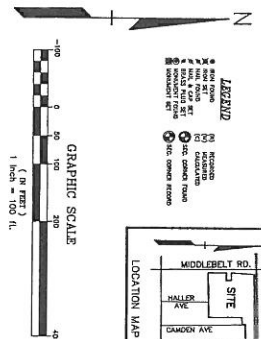
Prepared by and return to:

David W. Fell, Esq.
Lowe, Fell & Skogg, LLC
1099 18th Street, Suite 2950
Denver, CO 80202

EXHIBIT 2

DRAWING ILLUSTRATING DESCRIPTION OF PROPERTY

[NOTE: This exhibit shall contain the legal description. Exhibit 1 shall also include the parcel identification number(s) of the Property.]

[illegible]

For full text of this manuscript, please contact the author at: thomas.schneiders@univie.ac.at.
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LEGAL DESCRIPTION PARCEL A:

HARTEL AV
(60' WIDE - PL)

63' 50" N
63' 00" E
034-09-0151-004
23769' 11810" N

100 0 50

47° 56' (c)

51° 20' W

51° 15' W

51° 10' W

51° 05' W

ROSEMARY FORD

STATION

STATION

NBS 92-00	47° 56' (c)
51° 20' W	51° 15' W
51° 10' W	51° 05' W

0 100 km

0° 10' W

0° 05' W

0° 00' W

0° 05' E

0° 10' E

0° 15' E

0° 20' E

0° 25' E

0° 30' E

0° 35' E

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16° 00' E

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19° 40' E

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20° 55' E

21° 00' E

21° 05' E

21° 10' E

21° 15' E

21° 20' E

21° 25' E

21° 30' E

21° 35' E

21° 40' E

21° 45' E

21° 50' E

21° 55' E

22° 00' E

22° 05' E

22° 10' E

22° 15' E

22° 20' E

22° 25' E

22° 30

[illegible]

NO. 1704 (Rev. 1-6-64)

EXHIBIT 3

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.

EXHIBIT 4

EXAMPLE NOTIFICATION LETTER

[NOTE: *This exhibit shall contain an example notification letter.***]**



**Revitalizing Auto Communities
Environmental Response Trust**

?Date?

?Addressee?

RE: Notification of RACER's Intent to File a Restrictive Covenant
12200 Middlebelt Road, Livonia, Michigan – Tax Identification Numbers 46-099-99-0001-001, 46-099-0004-002, and 46-099-99-0079-000

Dear ??;

The purpose of this letter is to notify ?Addressee? that, on ?date?, 2104, RACER filed a Restrictive Covenant (RC) on property at the above referenced address (Property) owned by RACER. ?Addressee? is being provided with this notification because RACER understands that ?Addressee? has an easement over part of the subject Property (See Attachment 1).

A final draft of the complete RC is provided as Attachment 2 to this letter for your information. The purpose of the RC is to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination present at the Property. Based on the Resource Conservation and Recovery Act (RCRA) Facility Investigation, the Property contains hazardous substances in excess of the concentrations developed as the unrestricted residential criteria under Section 20120a(1)(a) or (17) of the Natural Resources and Environmental Protection Act, (NREPA), 1994 PA 451, as amended.

Recording of this Restrictive Covenant is designed to restrict exposures to groundwater on the Property, and require any future work, or other activities on the Property by or for the Owner, to be conducted in conformance with: i) applicable Michigan Department of Environmental Quality (MDEQ) soil relocation requirements including but not limited to MCL 324.20120c and any related administrative rules and MDEQ 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. 1910. Specifically:

- 1) Uses of the property that are not compatible with or are inconsistent with the assumptions and basis for the nonresidential cleanup criteria established pursuant to Section 20120a(1)(b) of the NREPA are prohibited.

- 2) Activities on the property that may result in exposures to hazardous substances at the Property are prohibited. These prohibited activities include:
- c. No drinking water wells may be installed or used on the Property.
 - d. No groundwater extraction wells may be installed or used on the Property except for wells and devices that are part of an MDEQ or USEPA 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 any are 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, 42 U.S.C. §§ 6901 et seq. or equivalent state Law, except pursuant to a plan or permit approved in writing by MDEQ or USEPA.
 - 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 or not caused by, arising from or related to, an environmental condition.
- 3) Owner shall manage contaminated soils, media and/or debris (if any) and all other soils located on the Property in accordance with the requirements of Part 111, Section 20120c of the NREPA and RCRA Subtitle C, 42 U.S.C. §§ 6921-6943 et seq., the administrative rules promulgated pursuant to Part 111 and RCRA, and all other relevant state and federal laws, including but not limited to MCL 324.20120c.
- 4) MDEQ and the United States Environmental Protection Agency (USEPA) shall have the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the RC.

Please let us know if you have any questions or comments regarding this RC.

Sincerely,

Grant R. Trigger
Cleanup Manager for Michigan
gtrigger@racertrust.org
734.879.9524

C: Greg Rudloff, USEPA (via e-mail only)
David Favero, RACER (via e-mail only)
Derek Kaiding, H&A on Behalf of RACER (via e-mail only)

Attachment 1 - Figure 1
Attachment 2 - Declaration of Restrictive Covenant

ATTACHMENT 1

ATTACHMENT 2