

TO BE RECORDED IN DEED RECORDS,
PURSUANT TO ORC 317.08(A)

AFFIDAVIT

STATE OF OHIO

COUNTY OF FRANKLIN

)
)
)

SS:

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 26
DEED 9/30/2016 1:40:51 PM
201609300616

Before me, the subscriber, a Notary Public in and for the State of Ohio, personally appeared Tonya R. Lassiter, who, being duly sworn according to law, deposes and says that: (i) she is employed as a records management officer in the Legal Office of the Ohio Environmental Protection Agency ("Ohio EPA") and, as such, is authorized to sign this Affidavit on behalf of Ohio EPA; and (ii) the attached document is a true and correct copy of the Covenant Not to Sue/Director's Final Findings and Orders issued by the Director, and entered in the Ohio EPA Director's Journal on September 20, 2016, regarding property known as City of Parma Parcel, parcel # 441-16-001 in Parma, Cuyahoga County, Ohio and further described in the attached Covenant Not to Sue.

Tonya R. Lassiter
Tonya R. Lassiter
Records Management Officer
Ohio EPA Legal Office

Sworn to and subscribed before me, a Notary Public in and for the State of Ohio,
this 20th day of September, 2016.

Donald L. Vanterpool
Notary Public
State of Ohio

Permanent Commission
No expiration, R.C. 147.03

This instrument prepared by:

William Damschroder, Attorney
Ohio EPA Legal Office
P.O. Box 1049
Columbus, Ohio 43216-1049



DONALD L. VANTERPOOL, Attorney-at-Law
NOTARY PUBLIC, STATE OF OHIO
My Commission has no expiration date.
Section 147.03 R.C.

OHIO E.P.A.
SEP 20 2016
ENTERED DIRECTOR'S JOURNAL

I certify this to be a true and accurate copy of the
official documents as filed in the records of the Ohio
Environmental Protection Agency.

By: [Signature] Date: 9-20-16

BEFORE THE
OHIO ENVIRONMENTAL PROTECTION AGENCY

In the matter of:

RACER Trust
500 Woodward Ave
Detroit, MI 48226

Covenant Not to Sue

Director's Final Findings
and Orders

Regarding property known as:

City of Parma Parcel
Parcel Number 441-16-001

Pursuant to Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300, the Director of the Ohio Environmental Protection Agency (the "Director") hereby makes the following Findings and issues the following Orders ("Findings and Orders").

FINDINGS

1. A No Further Action Letter, No. 16NFA658 (the "NFA Letter"), was submitted on August 2, 2016, to the Director under the Voluntary Action Program on behalf of the RACER Trust (the "Volunteer"), by Rick Volpi, PG, RG, CP, a certified professional, No. CP193, as defined in ORC 3746.01(f) and OAC 3745-300-01(A) (the "Certified Professional").
2. The Certified Professional issued the NFA Letter by his CP affidavit on July 19, 2016.
3. The NFA Letter describes the investigational activities undertaken at the approximately 6.0-acre property, known as GMC Powertrain Parma, located

adjacent to 5520 Chevrolet Boulevard, Ohio (the "Property"). An exact legal description of the Property is attached hereto as Exhibit 1. A property location map is attached hereto as Exhibit 2. Based on information in the NFA Letter, the Property is owned by the City of Parma.

4. The Certified Professional prepared pursuant to OAC 3745-300-13(J) an Executive Summary of the NFA Letter, which is attached hereto as Exhibit 3.

Summary of the voluntary action for the Property

5. Based upon the information in the NFA Letter, the Volunteer undertook the following investigational activities regarding the Property:
 - a. A Phase I Property Assessment pursuant to OAC 3745-300-06, to determine whether there is any reason to believe that a release of hazardous substances or petroleum has or may have occurred on or from the Property.
 - b. A determination that there is no reason to believe that a release of hazardous substances or petroleum has or may have occurred on or from the Property, or the release is either within a *de minimis* area or an area previously addressed under a regulatory program as identified pursuant to OAC 3745-300-06(E)(2)(b).
6. The Certified Professional has verified by affidavit that the voluntary action was conducted and the NFA Letter was issued for the Property in accordance with ORC Chapter 3746 and OAC Chapter 3745-300, that the Property is eligible for the Voluntary Action Program, and that the voluntary action was conducted in compliance with all applicable federal, state and local laws and regulations.

Applicable Standards

7. Based on the information contained in the NFA Letter and all conditions set forth in these Findings and Orders, the Property meets applicable standards contained in ORC Chapter 3746 and OAC Chapter 3745-300 for various uses including unrestricted land use and unrestricted potable ground water use. The applicable standards for the Property are those in effect when the NFA Letter was issued on July 19, 2016. The applicable standards, the methods of achieving compliance with the standards, and the associated points of compliance for the standards for each complete exposure pathway, are identified in the NFA Letter or by applicable law. The standards include one or more of the following:
 - a. Generic numerical standards determined in accordance with OAC 3745-300-08.
 - b. Property-specific risk assessment standards developed in accordance with OAC 3745-300-09.

- c. Background standards determined in accordance with ORC 3746.06(A) and OAC 3745-300-07(H).
 - d. Standards for residential (potable) use of ground water underlying the Property, applied in accordance with ORC 3746.06(B) and OAC 3745-300-07(F).
8. Remedy changes may be undertaken or documented in accordance with OAC 3745-300-11. Documentation of new or revised remedies may be reviewed as an Ohio EPA public record.
9. Pursuant to ORC 3746.12(A), the Director of Ohio EPA is authorized to issue a covenant not to sue for the Property through these Findings and Orders.

ORDERS

Covenant

1. Based on the NFA Letter, and subject to all conditions set forth in these Findings and Orders, Ohio EPA hereby covenants not to sue and releases the RACER Trust and the City of Parma, and their respective agents, employees, members, shareholders, officers, directors, successors and assigns, and successors and assigns of the Property, from all civil liability to the State of Ohio (the "State") to perform additional investigational and remedial activities. This covenant not to sue and release of liability ("Covenant") applies to the Property that has undergone a Phase I or Phase II property assessment in compliance with ORC Chapter 3746 and OAC Chapter 3745-300 or has been the subject of remedial activities conducted under ORC Chapter 3746 and OAC Chapter 3745-300, to address a release of hazardous substances or petroleum, and the assessment or the remedial activities demonstrate or result in compliance with applicable standards.

Conditions and Limitations

Requirement to Record These Findings and Orders/Covenant Not to Sue

2. Within thirty (30) days after the issuance of these Findings and Orders, RACER Trust shall:
- a. File with the Cuyahoga County Fiscal Officer's Recorded Documents Office for recording, in the same manner as a deed to the Property pursuant to ORC 3746.14, a copy of these Findings and Orders, including Exhibits 1 (Legal Description), 2 (Property Location Map) and 3 (Executive Summary).
 - b. Submit to Ohio EPA a copy of the Findings and Orders that shows the filing date stamp of the Cuyahoga County Fiscal Officer's Recorded Documents Office or other reliable information that verifies the recording of the Findings

and Orders in accordance with this Order. The submission shall include a cover letter that identifies "*Recorded - Covenant Not to Sue for NFA Letter No. 16NFA658.*" The submission shall be delivered electronically to (1) the DERR Records Management Officer at Ohio EPA's Central Office, at records@epa.ohio.gov with copy to (2) Ohio EPA's Northeast District Office, 2110 East Aurora Rd., Twinsburg, OH 44087, Attention: DERR Site Coordinator for City of Parma Parcel.

Limits of Covenant

3. Pursuant to ORC 3746.12(B)(1), the Covenant shall remain in effect for as long as the Property continues to comply with the applicable standards upon which the Covenant is based, as referenced in these Findings and Orders.
 - a. Compliance with standards requires the effective performance of the remedial activities, as applicable, and additional or changed remedies as documented in Ohio EPA's public record or in an instrument recorded in the same manner as a deed for the Property.
 - b. Upon a finding pursuant to ORC 3746.12(B)(2) that the Property or portion thereof no longer complies with applicable standards upon which issuance of the Covenant was based and receipt of the Director's notice of that fact and the requirements of ORC 3746.12(B)(3), the person(s) responsible for maintaining compliance with those standards shall receive an "opportunity to cure" the noncompliance.
 - c. ORC 3746.12(B)(4) provides for revocation of the Covenant upon a Director's finding that the noncompliance has not been cured.
4. The Covenant shall not apply to releases of hazardous substances or petroleum that occur after the issuance of the NFA Letter.
5. The Covenant shall not apply:
 - a. To claims for natural resource damages the State may have pursuant to Sections 107 or 113 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9607 and 9613, as amended.
 - b. To claims the State may have pursuant to Section 107 of CERCLA, 42 U.S.C. 9607, as amended, for costs other than those for damages to natural resources, provided that the State incurs those other costs as a result of an action by the United States Environmental Protection Agency.
 - c. As otherwise specifically provided in ORC Chapter 3746, including but not limited to obligations arising under other applicable laws.

6. Nothing in the Covenant limits the authority of the Director to act under ORC 3734.13 and 3734.20 to 3734.23.
7. Nothing in the Covenant limits the authority of the Director to request that a civil action be brought pursuant to the ORC or common law of the State to recover the costs incurred by Ohio EPA for investigating or remediating a release or threatened release of hazardous substances or petroleum at or from the Property, when the Director determines that the release or threatened release poses an imminent and substantial threat to public health or safety or the environment.
8. Nothing in the Covenant shall be construed to limit or waive the Director's authority to revoke the Covenant in response to any of the circumstances for revocation of a covenant, as provided in ORC Chapter 3746 and OAC Chapter 3745-300.

Ohio EPA Oversight and Access to Property

9. Pursuant to ORC 3746.21, and at reasonable times, upon proper identification, and stating the necessity and purpose as directed by applicable law, authorized representatives of the Director shall be granted access to the Property for the inspection or investigation purposes authorized under applicable law. Such purposes may include but are not limited to conducting an audit of the NFA Letter.

Transfer

10. Pursuant to ORC 3746.14 and OAC 3745-300-13(N), the NFA Letter and the Covenant Not to Sue/Findings and Orders may be transferred to any person by assignment or in conjunction with the acquisition of title to the Property.

IT IS SO ORDERED:



Craig W. Butler, Director
Ohio Environmental Protection Agency

SEP 20 2016

Date

Director's Final Findings & Order — Covenant Not to Sue
City of Parma Parcel
Exhibit Pages

Exhibit 1
Legal Description

BOUNDARY SURVEY

PARCEL "B-1" ~ M.V. 364, PG. 62
CITY OF PARMA, CUYAHOGA CO., OHIO
BROOKPARK RD.

RACER PROPERTIES LLC
INS. 201106020180
132.059 AC.

L1: S89°35'02"E 153.06'
L2: S0°29'15"W 16.80'
L3: S89°39'10"E 147.00'

TERMINAL PROPERTIES
LLC
INS. 201407080399
23.6544 AC.
PARCEL "B-2A"
PAR. 441-16-002

CITY OF PARMA
INS. 201106230130
6.0859 AC.
PARCEL "B-1"
6.086 AC. SURVEY
PAR. 441-16-001

SURVEY NOTES

Bearings hereon are referenced to
S0°18'12"W for the westerly R/W
line of Chevrolet Blvd., SPC grid,
OH N. Zone, per a VRS GPS survey.

Subject property is known as Parcel
"B-1", as indicated on the plat
"Survey and Partition for General
Motors Corp." M.V. 364,, Pg. 62.

WESTERVILLE

LAND

SURVEYING, LLC

90 E. COLLEGE AVE.
WESTERVILLE, OH 43081
(614) 899-2209

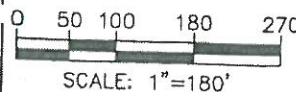
DRAWING NAME:15200BS.DWG

This plat is based on the results of an actual
field survey performed on the property under
my supervision in August, 2015.

SHEET 1/2

BY

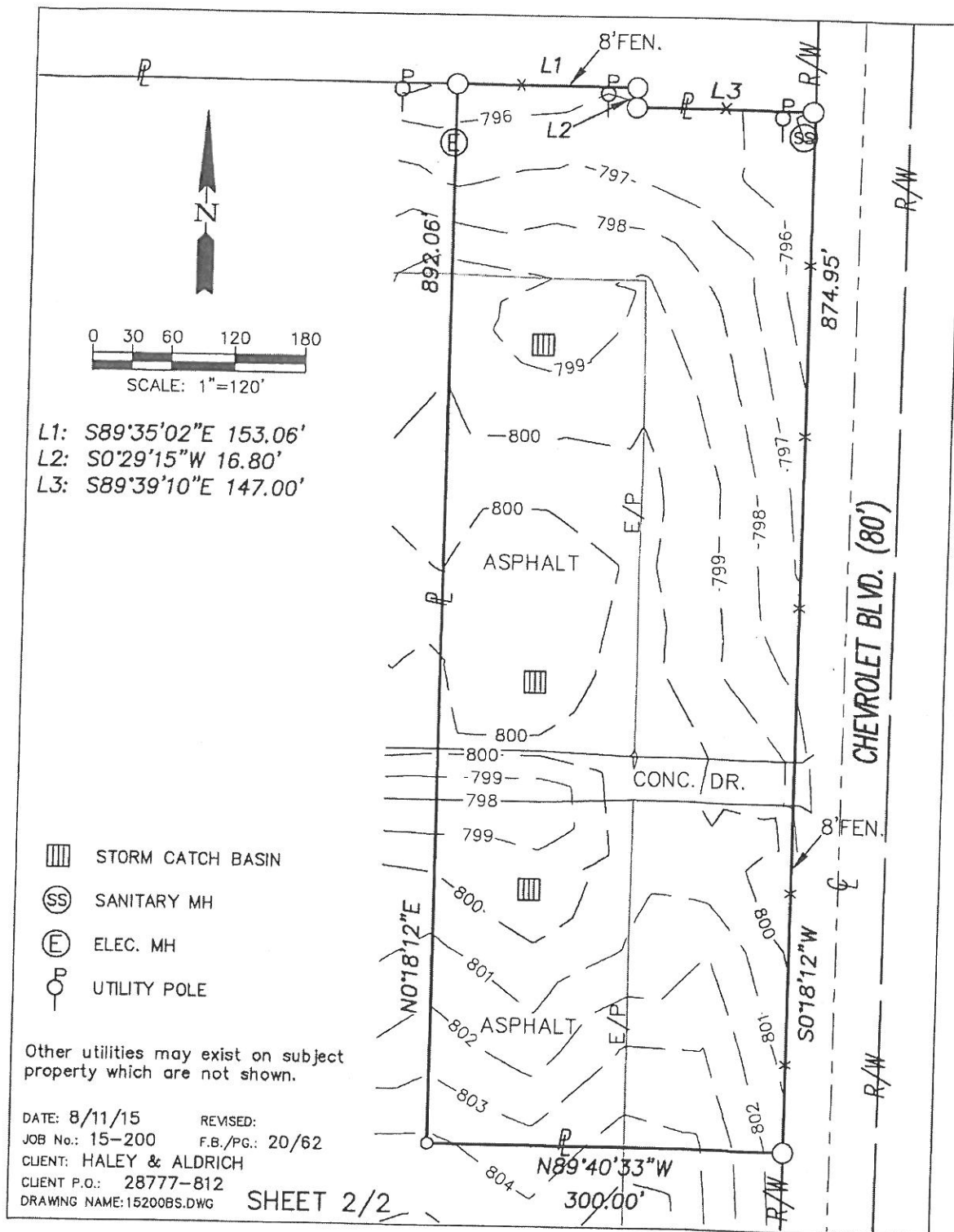
Michael P. Lomano
OHIO PROFESSIONAL SURVEYOR No. 7711



- LEGEND
- IRON PIN FOUND
W/CAP "NEFF"
 - ⊙ MAG NAIL FOUND
 - P PROPERTY LINE
 - R/W PUBLIC RD.
RIGHT-OF-WAY

CHEVROLET BLVD. (80')





LIMITED WARRANTY DEED

COUNTY: Cuyahoga

Tax Mailing Address:
6611 Ridge Road
Parma, OH 44129

THAT, **RACER PROPERTIES LLC**, a limited liability company formed under the laws of the State of Delaware, whose address is 401 S. Old Woodward Avenue, Suite 370, Birmingham, MI 48009, Attention: Rick Zablocki ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL and CONVEY, with limited warranty covenants, unto **THE CITY OF PARMA, STATE OF OHIO** ("Grantee"), whose address is 6611 Ridge Road, Parma, OH 44129, Attention: The Mayor and the Service Director, the real property more fully described on Exhibit A attached hereto and incorporated herein for all purposes by this reference (the "Property"), together with all improvements located thereon and all rights and appurtenances thereto in any wise belonging to Grantor; subject, however, to property taxes for the year [2010] and all exceptions to title (the "Permitted Encumbrances") which affect the Property and which are of record in the official records of Montgomery County, Ohio.

Prior Instrument Reference: Volume 6290, Page 570, Volume 6089, Page 350 and Volume 6241, Page 224 of the Deed Records of Cuyahoga County, Ohio, and Instrument conveying the Property to Grantor intended to be record prior hereto.

On June 1, 2009, Motors Liquidation Company (f/k/a General Motors Corporation) ("MLC") and its affiliated debtors, as debtors and debtors in possession (collectively, the "Debtors"), filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The Company's Chapter 11 case has been jointly administered with the Chapter 11 cases of its affiliated Debtors under Case No. 09-50026 (REG) (the "Case").

Pursuant to that certain Findings of Fact, Conclusions of Law, and Order Pursuant to Sections 1129(a) and (b) of the Bankruptcy Code and Rule 3020 of the Federal Rules of Bankruptcy Procedure Confirming Debtors' Second Amended Joint Chapter 11 Plan, dated March 29, 2011, Issued by the Bankruptcy Court and filed as Docket No. 9941 in the Case

(the "Confirmation Order"), the Bankruptcy Court has approved the Plan.

Pursuant to the Confirmation Order, effective as of March 31, 2011, the Bankruptcy Court directed MLC to transfer and convey to Grantor (or its direct parent) any and all of its right, title and interest in and to certain assets described therein, including without limitation, the Property; and authorized the sale of the Property by Grantor in accordance with the terms thereof.

TO HAVE AND TO HOLD the above-described Property, subject to the Permitted Encumbrances, together with all and singular the rights and appurtenances thereto in any wise belonging to Grantor, unto the said Grantee, its successors and assigns FOREVER, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

NOTWITHSTANDING THE FOREGOING, the issuance of the owner's policy of title insurance for Grantee shall be in lieu of any express or implied warranty of title of Grantor concerning title to the Property, and Grantee acknowledges and agrees that its only remedy for damages or loss incurred by reason of any defect in title to the Property shall be against the issuer of its policy of title insurance.

Grantee assumes the payment of all ad valorem taxes and special assessments pertaining to the Property for [second half 2010] and subsequent years, there having been a proper proration of ad valorem taxes for the current calendar year between Grantor and Grantee.

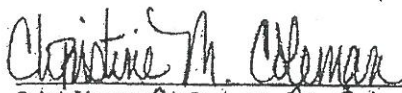
SIGNATURES ON PAGE FOLLOWING

EXECUTED to be effective as of the 7 day of June, 2011.

GRANTOR:

WITNESSES:


Print Name: Christine M. Coleman


Print Name: Christine M. Coleman

RACER PROPERTIES LLC, a Delaware limited liability company.

By: **EPLET, LLC**, a Delaware limited liability company, acting solely in its capacity as non-member Manager

By: 
Elliott P. Laws, not individually, but acting solely in his capacity as non-member Manager

DISTRICT OF COLUMBIA)
) ss:
CITY OF WASHINGTON)

On the 3rd day of June, 2011, before me a Notary Public for the State and County aforesaid, personally appeared Elliott P. Laws, who acknowledged himself to be the Managing Manager of EPLET, LLC, acting solely in its capacity as non-member Manager of RACER PROPERTIES LLC ("RACER"), and that he, being authorized to do so, executed the foregoing Limited Warranty Deed, not individually, but solely in his capacity as managing member of EPLET, LLC, which is acting solely in its capacity as non-member Manager of RACER, for the purposes therein contained by signing the name of EPLET, LLC by himself, not individually but solely as the non-member Manager of RACER.

WITNESS my hand and seal the day and year aforesaid.

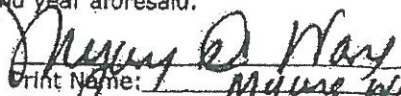

Print Name: Myung H. Wang
My commission expires: May 14, 2014
Myung H. Wang
Notary Public, District of Columbia
My Commission Expires 5/14/2014

EXHIBIT A

Description of Property

That certain lot and parcel situated in the City of Parma, County of Cuyahoga, State of Ohio and being part of former Parcel "B" in the Lot Split Plat for GM Plant of part of Original Parma Township, Lot Nos. 23 and 24, Tuckerman Tract as shown by the recorded plat in Volume 362 of Maps, Page 89 of Cuyahoga County Records;

and also intended to be the same lot and parcel shown and depicted as Parcel "B-2" on that certain Plat of Survey and Partition for General Motors Corporation recorded with the Cuyahoga County Recorder on December 19, 2010, as File # 201011190330 in Volume 364 of Maps, Page 62 of Cuyahoga County Records, more particularly further bounded and described as follows:

Beginning in the Westerly right of way line of Chevrolet Boulevard (80 feet wide) at a Northeasterly corner of said Parcel "13";

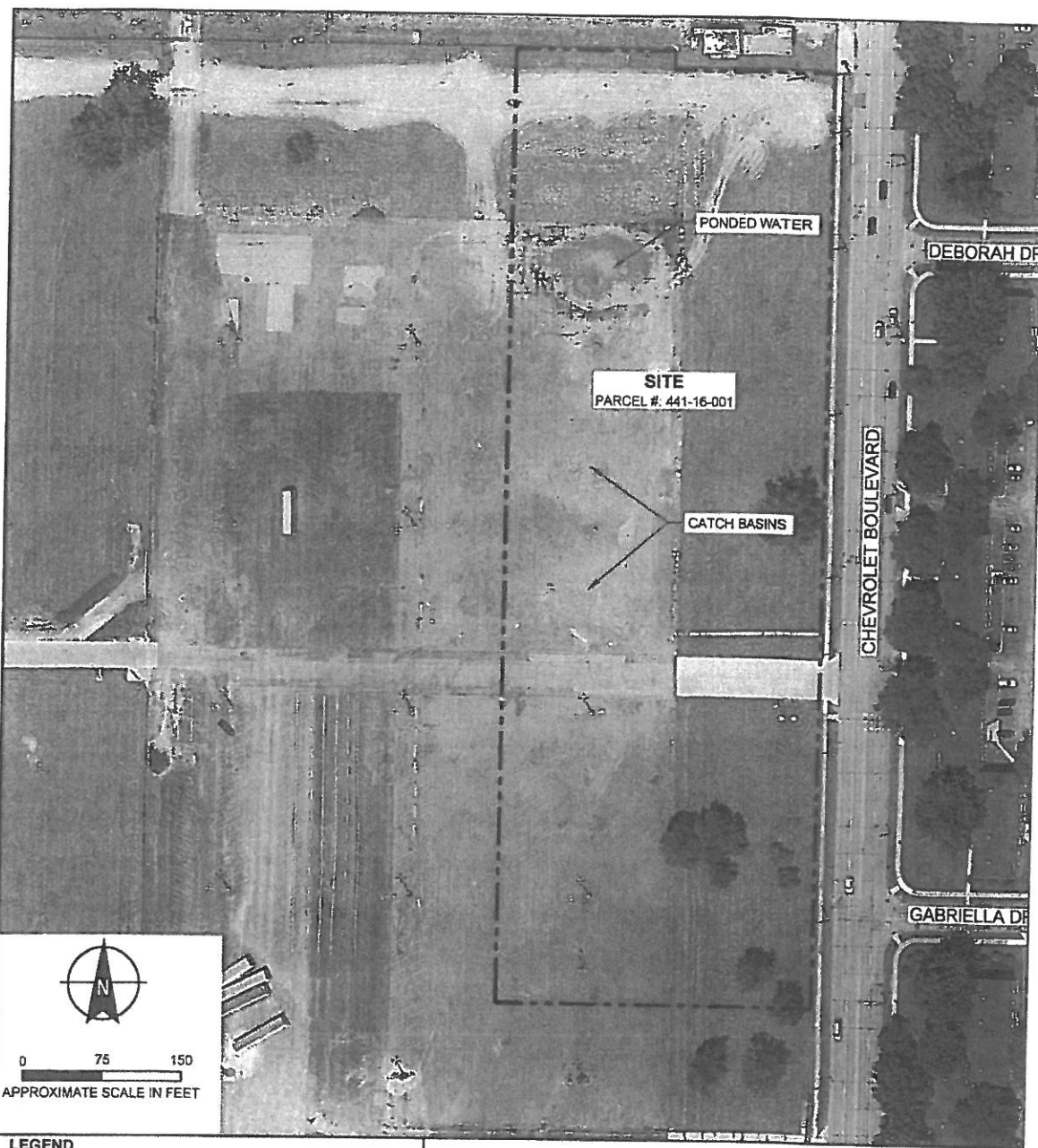
- Course 1 Thence South $00^{\circ}48'31''$ West, along said Westerly right of way line of Chevrolet Boulevard, a distance of 875.00 feet;
- Course 2 Thence North $89^{\circ}11'29''$ West, parallel with a Northerly line of the aforesaid Parcel "B", a distance of 300.00 feet;
- Course 3 Thence North $00^{\circ}48'31''$ East, parallel with the aforesaid Westerly right of way line of Chevrolet Boulevard, a distance of 892.00 feet to said Northerly line of Parcel "B";
- Course 4 Thence South $89^{\circ}11'29''$ East, along said Northerly line of Parcel "B", a distance of 153.00 feet to a Northeasterly corner thereof;
- Course 5 Thence South $00^{\circ}48'31''$ West, along an Easterly line of said Parcel "B", a distance of 17.00 feet to an interior corner thereof;
- Course 6 Thence South $89^{\circ}11'29''$ East, along a Northerly line of said Parcel "B", a distance of 147.00 feet to the place of beginning and containing 6.0859 Acres (265,101 Square Feet) of land.

Be the same more or less, but subject to all legal highways and easements of record.

Director's Final Findings & Order — Covenant Not to Sue
City of Parma Parcel
Exhibit Pages

Exhibit 2
Property Location Map

LIBBY, PAT
Z:\2877\812\CAD\2877-812-AERIAL.DWG
Printed: 10/26/2015 11:49 AM Layout: EXPLODED



LEGEND
----- APPROXIMATE PROPERTY LINE

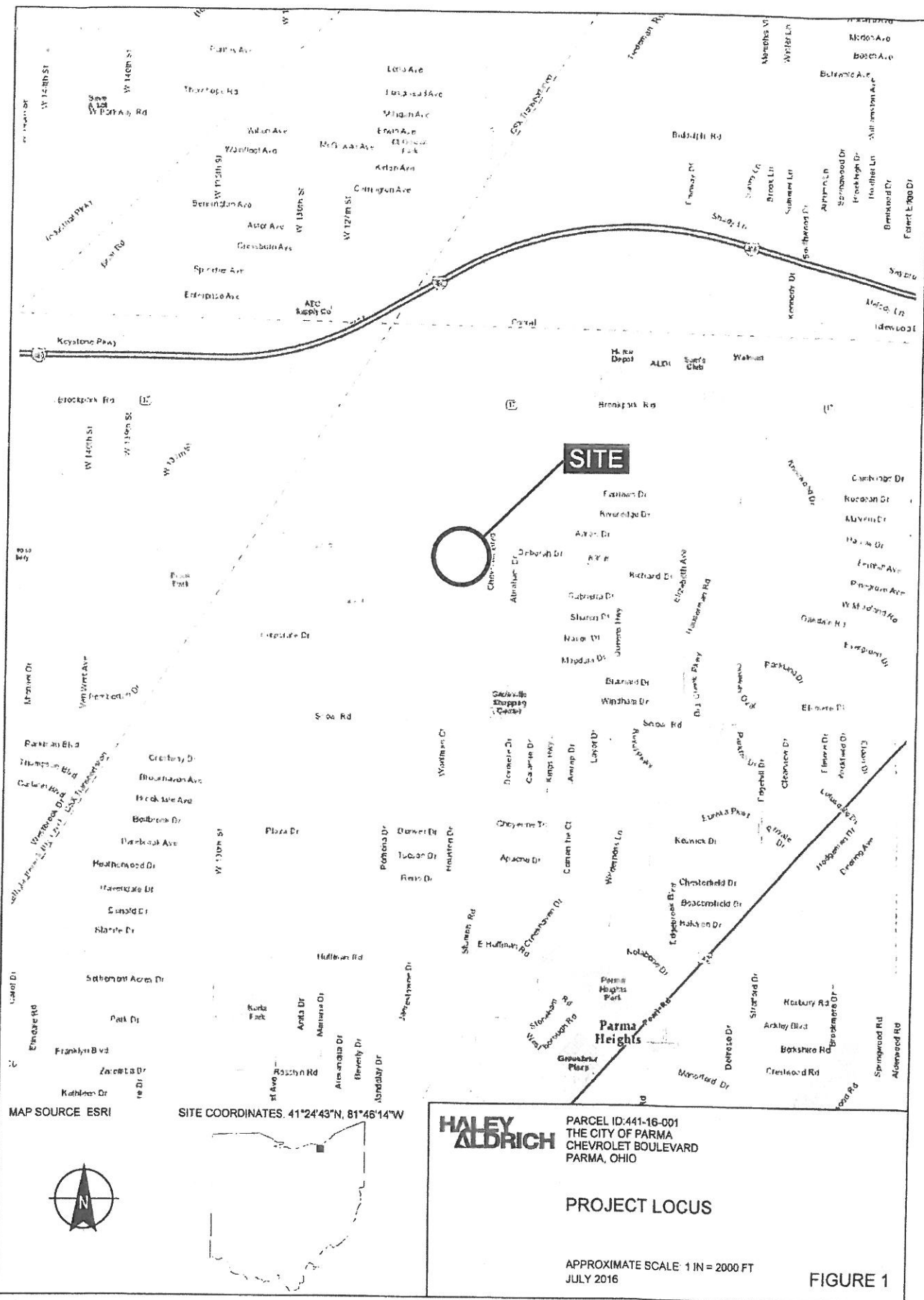
- NOTES**
1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
 2. AERIAL IMAGE OBTAINED FROM GOOGLE EARTH PRO, DATED: 06/14/2014.
 3. PROPERTY LINE OBTAINED FROM CUYAHOGA COUNTY AUDITORS GIS FOR PARCEL # 441-16-001.

**HALEY
ALDRICH**

PARCEL ID: 441-16-001
THE CITY OF PARMA
CHEVROLET BOULEVARD
PARMA, OHIO

SITE PLAN

SCALE: AS SHOWN
OCTOBER 2015



Director's Final Findings & Order — Covenant Not to Sue
City of Parma Parcel
Exhibit Pages

Exhibit 3
Executive Summary

EXECUTIVE SUMMARY

Property: City of Parma Parcel

Alias Property Names: Not Applicable

Cuyahoga County Parcel ID#: 441-16-001 Parma, Cuyahoga, Ohio

Volunteer(s): RACER Trust, 500 Woodward Avenue, Suite 2650, Detroit, Michigan, 48226

Owner(s): City of Parma

NFA Letter and Executive Summary Issued by: Richard W. Volpi, VAP Certified Professional, CP#: 193, Haley & Aldrich, Inc., 6500 Rockside Road, Suite 200, Independence, Ohio, 44131. 216.706.1311

This No Further Action (NFA) letter executive summary serves as both a summary and recording document to meet the requirements of Ohio Revised Code (ORC) 3746.14(A)(1) and Ohio Administrative Code (OAC) 3745-300-13(J) under Ohio's Voluntary Action Program (VAP). Copies of the NFA letter and request for Covenant Not to Sue (CNS) may be obtained by contacting the Ohio EPA – Division of Environmental Response and Revitalization, Central Office Records Management Officer. A legal description of the approximately 6-acre property is included in the NFA letter.

SECTION 1.0 HISTORY

Section 1.1 Property History

The NFA Property was utilized for agricultural purposes until a portion of the Property was developed into an asphalt parking lot in approximately 1970 to support the former General Motors Powertrain (GMPT) Parma Powertrain Assembly Plant located immediately adjacent to the Property. The NFA Property includes approximately 6 acres that was until recently comprised of asphalt paving (2.6 acres) and vegetation cover (3.4 acres grass and a few trees). At the time of the last site visit on 24 June 2016, the City of Parma was constructing storm water retention pond on the property.

Section 1.2 Surrounding Property History

The area surrounding the Property was predominantly developed between 1904 and 1970. Residential dwellings (single- and multiple-occupancy) were constructed between 1953 and 1963 east of the NFA Property beyond Stumph Road (a.k.a., Chevrolet Boulevard). The GMPT Parma Metal Fabrication Plant located to the north of the site was constructed between 1904 and 1953, and showed continued expansion until at least 1994. Commercial development to the south and west of the Property occurred predominately after 1963. Review of reasonably available information indicates no off-property source areas.

SECTION 2.0 GENERAL DESCRIPTION OF PROPERTY

Section 2.1 Phase I Property Assessment and General Information

The NFA Property is located at Cuyahoga County Parcel ID#: 441-16-001 in Parma, Cuyahoga, Ohio. A storm water retention point is being constructed on the property. The surrounding land use is generally characterized as commercial, residential, and industrial.

Adjoining properties of the property include:

North:	General Motors (GM) Parma Metal Fabrication Plant and its associated employee parking area
East:	Chevrolet Boulevard, beyond which is the Forest Ridge Apartment Complex
South:	Asphalt parking area and greenspace associated with the former GMPT Parma Powertrain Assembly Plant, beyond which is a commercial trucking facility
West:	Former GMPT Parma Powertrain Assembly Plant, beyond which are light commercial properties (light distributing and warehousing) and two railroad spurs

The original Phase I Property Assessment was completed on 26 May 2015. An update of the Phase I Property Assessment was completed on 5 July 2016 which is within 180 days prior to issuance of the NFA Letter. The certified professional conducted a walk-over of the Property on 24 June 2016 which is within 180 days prior to issuance of the NFA Letter.

Cuyahoga County is in parts of two physiographic provinces: the glaciated Allegheny Plateau of the Appalachian Plateaus Province and Eastern Lake and Till Plains sections of the Central Lowland Province. The line of demarcation between the two provinces is the Portage Escarpment, which crosses the county diagonally, less than one mile south of the property. Specifically, the property is located in the Erie Lake Plains region of the Till Plains section. Review of the Soil Survey of Cuyahoga County, Ohio (USDA, 1980), indicates soil in the area of the site is classified as Urban Land: land where more than 80 percent of the surface is covered by asphalt, concrete, buildings or other manmade structures. Prior to development, the native soils were classified as Mahoning Association or Mitiwanga Association. The Mahoning Association soils are shallow, poorly drained and are formed in silty and loamy glacial till. The Mitiwanga Association soils are deeper, poorly drained, and are formed in loamy glacial till. No Identified Areas were identified in the Phase I Property Assessment that required further investigation in a Phase II Property Assessment.

Based on the surrounding topography, surface water is expected to flow to the north northeast, toward Big Creek and its tributaries. Big Creek is located approximately one mile east of the property. Big Creek flows to the north and empties into Lake Erie.

Review of the Groundwater Resources Map for Cuyahoga County indicates that the property is located in an area where yields of less than three gallons per minute (gpm) are common. The bedrock in this area is comprised of shale or shaley sandstone which provides poor yields for even minimal domestic supplies. Review of the map indicates that a well was installed approximately 0.5 miles east of the site. This well encountered shale bedrock from eight to 285 feet below surface grade. The well did not yield groundwater.

Section 2.2 Proposed Land Use

The proposed uses of the NFA Property include commercial / industrial. The owner of the NFA Property, the City of Parma, is constructing a storm water retention basin.

Section 2.3 Asbestos Survey and Abatement

Not applicable; no regulated asbestos containing materials (RACM) exist at the Property based on the Phase I Property Assessments.

Section 2.4 Approvals Obtained Prior to Issuance of NFA Letter

Section 2.4.1 Urban Setting Designation (USD)

Not applicable

Section 2.4.2 Off-Property Pathway Omission after Applying Diligent Efforts

Not Applicable

Section 2.4.3 Variance or Case-by-Case Determination

Not Applicable

Section 2.5 Phase II Property Assessment

No Identified Areas were identified in the Phase I Property Assessments which required further investigation in a Phase II Property Assessment.

Section 2.6 Background Evaluation and Findings

Not Applicable

SECTION 3.0 SUMMARY OF DATA COLLECTION AND EVALUATIONS

Section 3.1 Summary of Receptors and Pathways On and Off Property

Not Applicable.

Section 3.2 Models used

Not Applicable.

Section 3.3 Human Health Risk Assessment

Not Applicable.

Section 3.4 Ecological Risk Assessment

Not Applicable.

Section 3.5 Protection of Ground Water Demonstration

Not Applicable.

SECTION 4.0 SUMMARY OF REMEDIAL ACTIVITIES IMPLEMENTED AND HOW THE ACTIVITIES
COMPLY WITH APPLICABLE STANDARDS

Section 4.1 Summary Table

Not Applicable.

Section 4.2 Summary of Remedial Activities

Not Applicable.

SECTION 5.0 ENGINEERING CONTROLS / OPERATION AND MAINTENANCE PLAN AND AGREEMENT

Not Applicable.

SECTION 6.0 RISK MITIGATION MEASURES / RISK MITIGATION PLAN (RMP)

Not Applicable.

SECTION 7.0 ACTIVITY AND USE LIMITATIONS / ENVIRONMENTAL COVENANT

Not Applicable.