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## DECLARATION OF RESTRICTIVE COVENANT

MDEQ Reference Number: RC-OWMRP-111-16-003

USEPA ID Number: MID 005 356 886

This Declaration of Restrictive Covenant (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 administrative rules promulgated pursuant to those Parts, Michigan Administrative Code (MAC) R 299.9101 *et seq.* and MAC R 299.5101 *et seq.*, and 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.* (RCRA).

This Restrictive Covenant is made by RACER Properties LLC, the Grantor, an entity wholly owned by the Revitalizing Auto Communities Environmental Response Trust (Trust) and the current fee title holder of the Property, whose address is 500 Woodward Avenue, Suite 2650, Detroit, MI 48226 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 48909-7926.

This Restrictive Covenant is made to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination that may be present at certain parcels of real property located at 200 East Montcalm Street and near the southwest corner of Saginaw and Montcalm Streets, Pontiac, Oakland County, MI, 48342, legally described in Exhibit 1 and depicted in Exhibit 2 (collectively Property or Site). Tax Parcel 14-20-426-005 was formerly a part of the former General Motors Pontiac North Campus facility, MID 005 356 886, which has undergone or is undergoing corrective actions. Because of the former facility's long history of industrial use, and the industrial use of the surrounding property, this Restrictive Covenant has been made 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 surrounding industrial use and nonresidential cleanup criteria established under MCL 324.20120a(1)(b); and 3) prevent (i) interference with corrective measures being implemented on adjacent property, and (ii) exacerbation of current environmental conditions on adjacent property. 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. Part 1910.

The land and resource use restrictions contained in this Restrictive Covenant are based upon information available to United States Environmental Protection Agency (USEPA) at the time this document was recorded. Future changes in the environmental condition of the Property or changes in the cleanup criteria developed under Parts 111 and 201 of NREPA; the discovery of environmental conditions at the Property that were not known at the time this document was recorded; or use of the Property in a manner inconsistent with the restrictions described herein – each may result in this 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 Chemical Division.

Based on the results of site investigations, Tax Parcel 14-20-426-005 contains hazardous substances in excess of the concentrations developed as the unrestricted residential criteria under Section 20120a(1)(a) or (17) of NREPA, 1994 PA 451, as amended (Exhibit 3). USEPA recommends 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.

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) (Larger Facility).

There is no information that Tax Parcels 14-20-257-001 and 14-20-404-001 were part of the operational area for the Larger Facility and therefore there is no indication of a release of hazardous substances at either of these parcels.

Since 1985, Tax Parcel 14-20-426-005 was used as a storm water retention pond and treatment system for storm water from the Larger Facility prior to discharge to the City of Pontiac storm sewer system pursuant to a National Pollution Discharge Elimination System (NPDES) permit. Originally the storm water was treated for oil and grease before being discharged, but in 1999 the treatment process was upgraded to treat polychlorinated biphenyls (PCBs).

In 2000, USEPA and GMC entered into a Voluntary RCRA Corrective Action Agreement (CAA) for the Larger Facility. In accordance with the CAA, GMC prepared a Current Conditions Report, which identified this Parcel as an Area of Interest (AOI) requiring further action because of the presence of PCBs. A series of investigations and remedial measures was implemented shortly

thereafter to address the PCB issue. These measures included a storm sewer cleaning program to address PCBs detected in the storm water conveyance system (storm water and sediments) and an investigation.

In 2002, during routine cleaning and inspection of the retention basin, cracks in the concrete floor were observed as well as missing or degraded sections of rubber seals between the concrete slabs. A subsurface investigation was completed to determine if any potentially-impacted storm water from the retention basin was infiltrating into the subsurface soil and/or groundwater. After the investigation, the concrete and rubber seals were repaired, and the retention basin was put back into service.

The investigation found that PCBs were detected in soil, but are below the Toxic Substances Control Act limit of 1 part per million (ppm). Various metals were detected in soil above the site specific background concentrations. PCBs were also detected in groundwater; however, these samples were borehole groundwater with high suspended solids content. Various metals were also detected in groundwater above residential and non-residential drinking water criteria.

The risk evaluation completed as part of the RCRA Facility Investigation for the Larger Facility concluded that at this Parcel no potential significant exposures to soil or groundwater exist under current and reasonably expected future land use, assuming that groundwater and land use restrictions are put in place. In addition, there is an ordinance to regulate the use of groundwater at and in the vicinity of the Parcel that was adopted by the City of Pontiac in 2013.

In 2012, in order to cut off storm water flow from the RACER Properties LLC-owned portions of the Larger Facility to the retention basin, storm water flow from the north side of Montcalm Street was terminated by installing bulkheads at several locations along the 84-inch diameter main storm sewer line. In addition, the inlet pipe to the treatment building and retention basin was bulkheaded to prevent any flow from entering the retention basin. The activated carbon and organic clay treatment system located within the treatment building was cleaned, decommissioned, and taken out of service in 2012 as well.

### Definitions

"Agreement" shall mean the RCRA Section 3008(h) Performance-based Administrative Order on Consent, Docket Number RCRA-05-2011-0019 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 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 111" shall mean Part 111, Hazardous Waste Management, of NREPA.

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

"Property" shall mean the property the legal description of which is set forth in Exhibit 1, and as depicted in Exhibit 2, Depiction of Property.

"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 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) Grantor, if it is no longer Owner; (2) MDEQ; and (3) USEPA.

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 4 (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. 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. *The Owner shall not remove, disturb or damage any monitoring wells on the Property without USEPA or MDEQ approval.*
- d. *No contaminated soils (if present) may be relocated on the Property except as provided for under Part 201, Section 20120c, MCL 324.20120c.*
- e. *Owner shall not "treat", "store", "dispose", or release any Hazardous Substances, on, at, or below the Property, in a manner that would require a permit under RCRA, 42 U.S.C. §§ 6901 et seq. or Part 111 of NREPA, except pursuant to a plan, permit, or license approved in writing by USEPA or MDEQ, pursuant to those statutory authorities.*
- 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.*
- g. *The Owner shall manage contaminated soils (if present), media and/or debris (if present) and all other soils located on the Property whether encountered on the surface or during below grade work in accordance with the requirements of Part 111 and RCRA Subtitle C, the administrative rules or regulations promulgated pursuant to Part 111 and RCRA, and all other relevant state and federal laws, including but not limited to MCL 324.20120c; 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.*

3. 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 CERCLA, 42 U.S.C. §§ 9601, *et seq.* Owner agrees to maintain records of its applicable due care activities and shall supply copies of any records documenting such compliance upon request from Grantor or any Agency.
4. Access. The Owner shall grant to the Trust, 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, 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.
5. Transfer of Interest. The Grantor shall provide notice to the Trust, USEPA and MDEQ at the addresses provided in Paragraph 6 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 OAKLAND 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.

6. 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 005 356 886 and MDEQ Reference Number: RC-OWMRP-111-16-003; 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 Chief  
Office of Waste Management and Radiological Protection  
Michigan Department of Environmental Quality  
P.O. Box 30241  
Lansing, MI 48909-7741

For the Trust:

Michigan Cleanup Manager  
RACER Trust  
500 Woodward Avenue, Suite 2650  
Detroit, MI 48226

7. 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 the Trust and USEPA or MDEQ, as applicable.
8. 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 MDEQ and USEPA 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.
9. 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.

10. 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, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, 42 U.S.C. §§ 9601 *et seq.*) or the National Contingency Plan (40 C.F.R. Part 300), and any successor statutory or regulatory provisions, or other state or federal law. Grantor consents to officers, employees, contractors, and authorized representatives of USEPA entering and having continued access to this Property for the purposes described in Paragraph 4 (Access) of this Restrictive Covenant.
11. Modification/ Release/Rescission. Grantor or Owner may request in writing to the Trust, USEPA or MDEQ, as applicable, at the addresses provided in Paragraph 6, 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 the Trust and USEPA or MDEQ, as applicable. 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 Paragraph 6.
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 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.
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. 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 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 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-111-16-003, to be executed on this 15<sup>th</sup> day of September 2016.

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

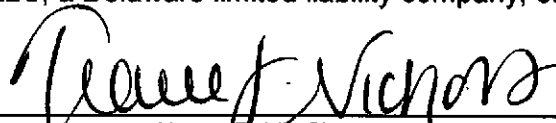
By:   
ELLIOTT P. LAWS, not individually, but acting solely in his  
representative capacity as Managing Member of EPLET, LLC

\*\*\*\*\*

STATE OF MICHIGAN  
COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September, 2016, 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 Oakland  
My Commission Expires 03-19-2017  
Acting in the County of Wayne

  
Notary Public Signature

Name of Notary Public Tracie L. Nichols  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires: 3/19/17  
Acting in the County of Wayne

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

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

**EXHIBIT 1****LEGAL DESCRIPTION OF PROPERTY**

Tax Parcel ID(s): 14-20-257-001 and 14-20-404-001

Land situated in the City of Pontiac, County of Oakland, State of Michigan and more particularly described as follows:

Part of the East  $\frac{1}{2}$  of Section 20, Town 3 North, Range 10 East and part of Lot 2, Assessor's Plat No. 11, as recorded in Liber 1A, Page 11 of Assessor's Plat, Oakland County Records: Beginning at the Northwest corner of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 20; thence Southerly running South 02 degrees 19 minutes 56 seconds East 399.27 feet intersecting the Westerly line of North Saginaw Street; thence Northerly along the Westerly line of North Saginaw Street North 02 degrees 33 minutes 40 seconds East 462.24 feet to the Southerly line of Montcalm Street; thence Westerly along the Southerly line of Montcalm Street 99.22 feet to the Easterly line of the P. O. & N. Railroad; thence Southerly along the Easterly line of the P. O. & N. Railroad 62.21 feet to the East and West  $\frac{1}{4}$  line of Section 20; thence East along said  $\frac{1}{4}$  line to the point of beginning. Containing 0.295 acres, more or less.

And also,

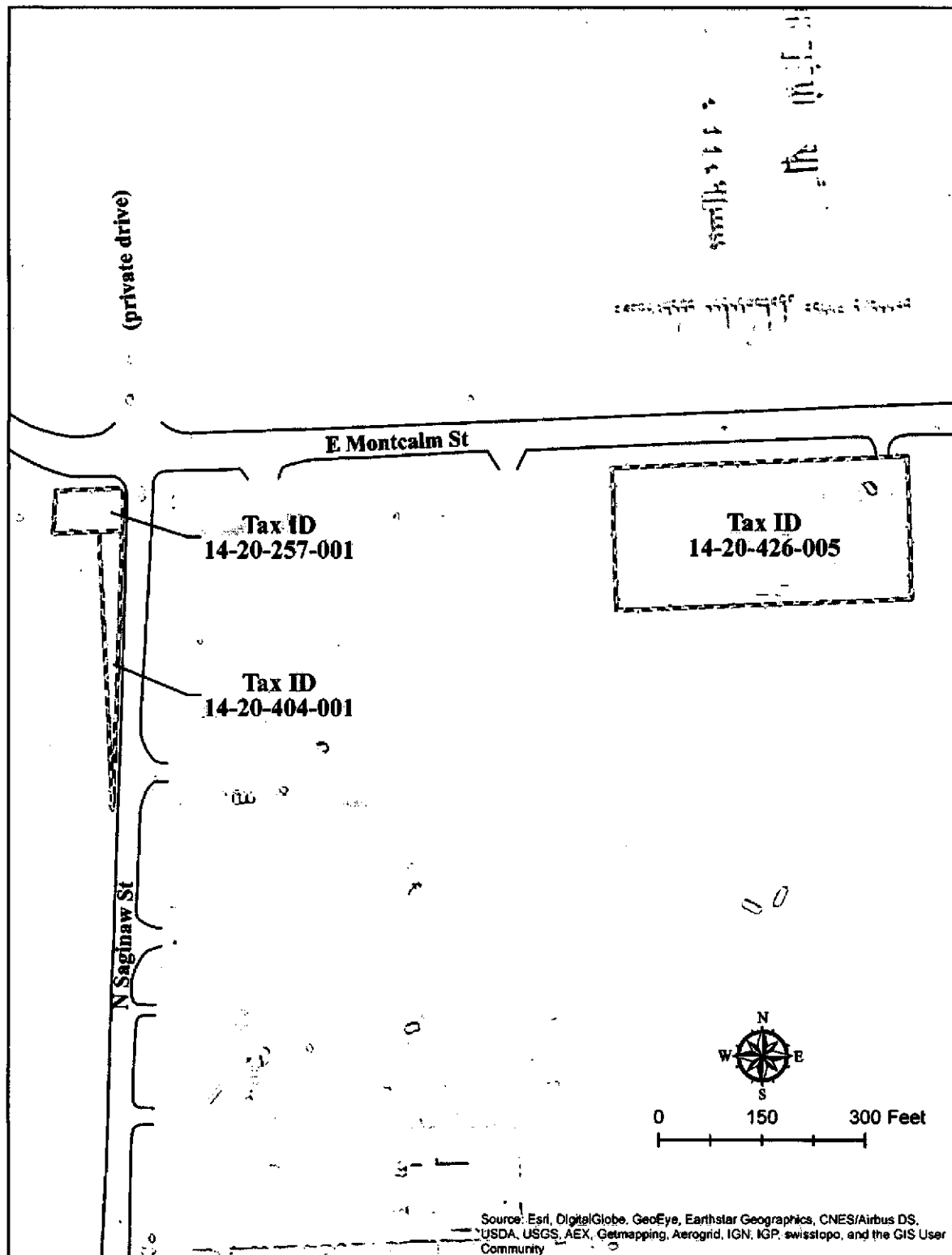
Tax Parcel ID: 14-20-426-005

Land situated in the City of Pontiac, County of Oakland, State of Michigan and more particularly described as follows:

Part of the Northeast  $\frac{1}{4}$  of Section 20, Town 3 North, Range 10 East and part of Lot 2, Assessor's Plat No. 11, parts of the Southeast  $\frac{1}{4}$  of said Section 20 and the Southwest  $\frac{1}{4}$  of Section 21 of said Town and Range as recorded in Liber 1A, Page 11 of Assessor's Plat, Oakland County Records: Beginning at the intersection of the South line of Montcalm Street (recorded 100.00 feet wide) with the East line of North Saginaw Street (60.00 feet wide), said intersection being North 88 degrees 50 minutes 15 seconds East, along the East and West  $\frac{1}{4}$  line of said Section 20, a distance of 160.56 feet and North 02 degrees 33 minutes 40 seconds East, along the East line of said North Saginaw Street, a distance of 64.30 feet from the Northwest corner of Lot 8 of said Assessor's Plat No. 11; proceeding thence North 88 degrees 09 minutes 40 seconds East along the South line of said Montcalm Street, a distance of 660.57 feet to the point of beginning of the parcel of land herein being described; thence North 88 degrees 09 minutes 40 seconds East along said South line of Montcalm Street, a distance of 430.00 feet to a point; thence South 01 degrees 50 minutes 20 seconds East, a distance of 203.00 feet to a point; thence South 88 degrees 09 minutes 40 seconds West a distance of 430.00 feet to a point; thence North 01 degree 50 minutes 20 seconds West, a distance of 203.00 feet to the point of beginning. Containing 2.004 acres, more or less.

Subject to all recorded easements and rights-of-way.

EXHIBIT 2  
DEPICTION OF PROPERTY



**EXHIBIT 3**

**HAZARDOUS SUBSTANCES ABOVE MDEQ PART 201 CRITERIA  
IN SOILS AND GROUNDWATER  
[Tax Parcel 14-20-426-005]**

Media	Substance	Criteria Exceeded
Soil	Arsenic	RDWP, NRDWP, GSIP
	Barium	RDWP, NRDWP
	Cobalt	RDWP, NRDWP, GSIP
	Manganese	RDWP, NRDWP
	Mercury	RDWP, NRDWP, GSIP
	Nickel	RDWP, NRDWP

Media	Substance	Criteria Exceeded
Groundwater	PCBs	RDW, NRDW, GSI
	Phenanthrene	GSI
	Aluminum	RDW, NRDW
	Antimony	RDW, NRDW
	Arsenic	RDW, NRDW, GSI
	Cadmium	RDW, NRDW
	Iron	RDW, NRDW
	Lead	RDW, NRDW
	Manganese	RDW, NRDW
	Mercury	GSI
	Sodium	RDW
	Vanadium	RDW

**SOIL**

RDWP – Residential Drinking Water Protection

NRDWP- Non-Residential Drinking Water Protection

GSIP – Groundwater Surface Water Interface Protection

**GROUNDWATER**

RDW – Residential Drinking Water Criteria

NRDW – Non-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 4****DESCRIPTION OF ALLOWABLE USES**

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

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