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Bernard J. Youngblood
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DECLARATION OF RESTRICTIVE COVENANT ⁽²⁾

MDEQ Reference Number: RC-HWMD-111-_____

Facility MID Number: MID005356621

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 August 18, 2015, by RACER Properties LLC, the Grantor and current fee title holder of the Property, whose address is 500 Woodward Avenue, 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 Spring and Bumper Plant, having the address of 13000 Eckles Road, Livonia, Wayne County, MI ("Property"), having Tax Identification Number(s): 46-118-99-0001-003, and legally described in Exhibit 1 and illustrated in Exhibit 2.

On March 31, 2011, the Revitalizing Auto Communities Environmental Response Trust ("Trust") 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"). RACER Properties LLC is an entity wholly owned by the Trust. (The Trust and RACER Properties LLC are collectively referred to herein as "RACER".) The Trust entered into a Performance Based Corrective Action Agreement ("Agreement") with USEPA for the Property effective September 29, 2011. Pursuant to the Agreement, the Trust continued the implementation of the long-term groundwater monitoring program, and operated the French drain

collection system to control the off-site migration of chromium and nickel-impacted groundwater from the Property (USEPA Identification Number MID005356621).

Based on the RCRA Facility Investigation (RFI) and subsequent monitoring, 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 the Trust and EPA.

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

“Grantor” shall mean RACER Properties LLC, the title holder of the Property at the time this Restrictive Covenant was executed and an entity wholly-owned by the Trust, 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 following hazardous substances, manganese, lead, benzene, 1,1-dichloroethene, cis-1,2-dichloroethene, methylene chloride, tetrachloroethene, 1,1,1-trichloroethane, 1,1,2-trichloroethane, trichloroethylene (TCE), vinyl chloride, polycyclic aromatic hydrocarbons (PAHs), and polychlorinated biphenyls (PCBs) have been detected at the Property at concentrations above generic residential cleanup criteria for applicable exposure pathways promulgated under Part 201, Environmental Remediation, of NREPA. (See attached Exhibit 6) Corrective action has been undertaken to address this contamination. Contaminated soil was removed from the south central, north central, and southeast portions of the Property. A groundwater monitoring plan, dated April 20, 2008, has been implemented for the Property to ensure that concentrations of constituents at the south and southeast property boundaries remain stable or decline. Institutional controls are being implemented along the north boundary area and south central area of the Property.

Additionally, on the adjacent parcel owned by RACER Properties LLC to the southwest of the Property (identified as "Revised Parcel 2" in Exhibit 2), a soil-bentonite and jet grout barrier wall have been installed to control the migration of chromium and nickel-impacted groundwater. The groundwater in Parcel 2 is collected in a French drain collection system and treated at the treatment plant, prior to being discharged to the Detroit Water and Sewerage Department sanitary sewer.

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 5. 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 January 2015, and Michigan Administrative Code ("MAC") Rule ("R") 299.1 – R 299.50, effective December 31, 2013.

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.
 - 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.
 - f. Owner shall not damage, remove, destroy or otherwise render inoperable or inaccessible any Monitoring Wells identified on the attached Exhibit 4 without written approval from MDEQ or USEPA or Grantor.
 - g. Owner shall maintain the berm along the northern side of the site and as depicted on Exhibit 3 as a cover/barrier over manganese in soils above the applicable inhalation standard and may not remove this berm unless a plan is approved in writing by MDEQ or USEPA to ensure the cover over the manganese area is properly maintained or other proper measures are taken to protect workers and the community from potential inhalation exposures.
 - h. Owner shall not excavate or disturb the soils in the "LNAPL" area depicted on the attached Exhibit 3 without a soils management plan approved in writing by MDEQ or USEPA or Grantor.
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. Soil Vapor Management. The Owner shall not build or occupy any building on the Property without first completing one of the following: Option 1) Evaluate and determine, in accordance with applicable environmental laws rules or regulations that no unacceptable vapor intrusion risks to human health exist in any existing or newly constructed site buildings; or Option 2) 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 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 Section 20107a of NREPA.

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

5. 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.
6. 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.
7. Enforcement. Grantor and the Trust 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 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.
8. 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.

9. 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, 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 5 (Access) of this Restrictive Covenant.
10. 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.
11. 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 _____[month, day, year], AND RECORDED WITH THE WAYNE COUNTY REGISTER OF DEEDS, LIBER _____, PAGE _____.

12. 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

For RACER:

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

with a copy to:

General Counsel
RACER Trust
500 Woodward Avenue
Detroit, MI 48226

13. 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.
14. 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.
15. 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.
16. Notification to Potentially Interested Parties. Notification of this Restrictive Covenant has been provided to the easement holders on the Property identified in Exhibit 2.
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 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 RCRA, 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.

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

Real Property located in the City of Livonia, County of Wayne, State of Michigan, described as follows:

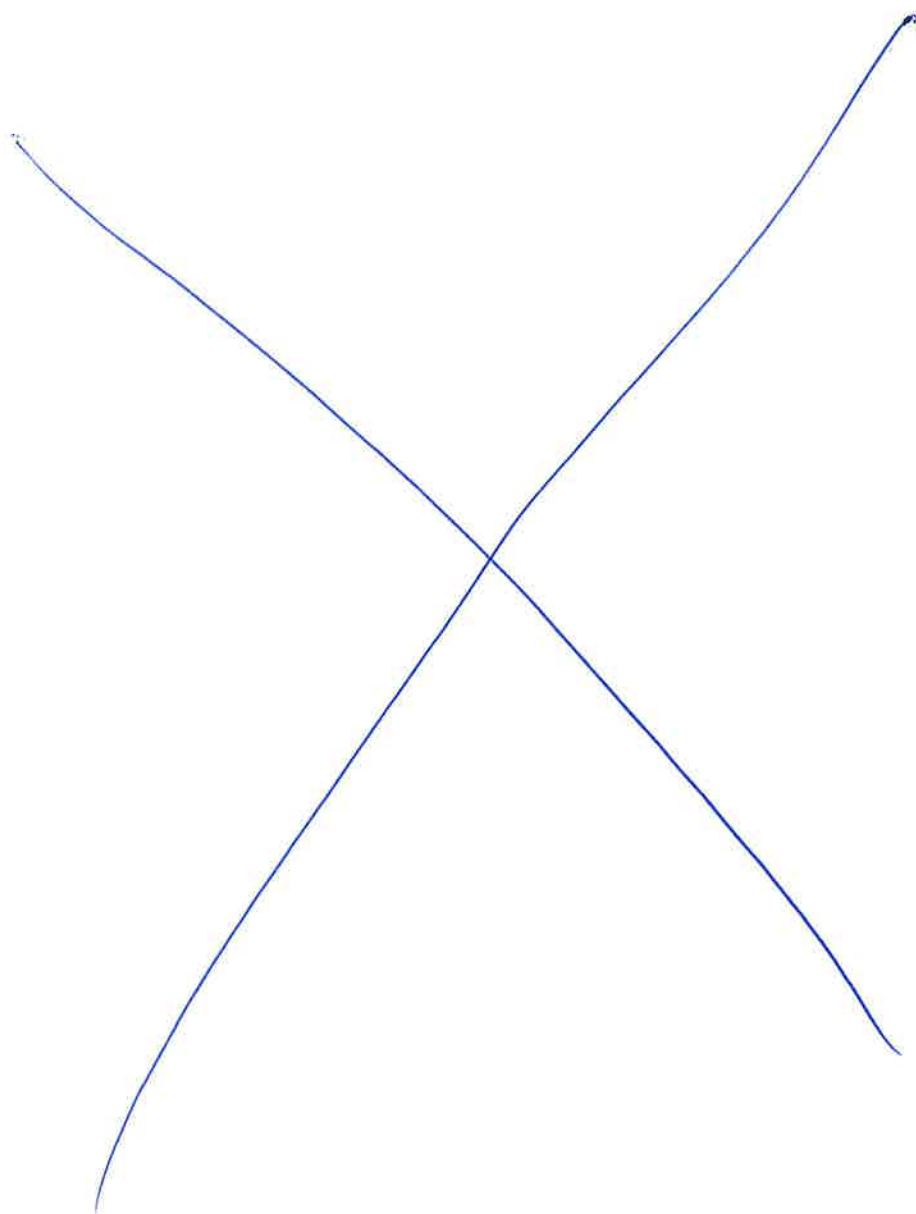
A part of the North ½ of Section 30, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, commencing at the West ¼ corner of said Section 30; thence North 00 degrees 26 minutes 07 seconds East, 43.00 feet along the West line of Section 30; thence South 89 degrees 32 minutes 30 seconds East, 60.00 feet; thence North 00 degrees 26 minutes 07 seconds East (M), 730.00 feet (M) to the Point of Beginning; thence North 00 degrees 26 minutes 07 seconds East (M&R), 1376.45 feet along Eckles Road right-of-way, (120 foot right-of-way) to a point on the Southerly line of the Chesapeake and Ohio Railroad Right-of-Way; thence South 75 degrees 30 minutes 44 seconds East (M), South 75 degrees 29 minutes 32 seconds East (R), 3119.90 feet (M), 3120.84 feet (R) along said Southerly Right-of-Way line; thence South 00 degrees 00 minutes 21 seconds West (M), South 00 degrees 02 minutes 00 seconds West (R), 1347.10 feet (M), 1347.19 feet (R) to a point on Amrhein Road Right-of-Way (86 foot right-of-way); thence along said right-of-way, the two (2) following courses, North 89 degrees 52 minutes 40 seconds West (M), North 89 degrees 45 minutes 37 seconds West (R), 521.65 feet (M), 521.47 feet (R) and North 89 degrees 32 minutes 30 seconds West (M), North 89 degrees 32 minutes 34 seconds West (R), 1395.05 feet (M); thence North 00 degrees 26 minutes 07 seconds East (M), 730.00 feet; thence North 89 degrees 32 minutes 30 seconds West (NI), 1120.00 feet (M), to the Point of Beginning.

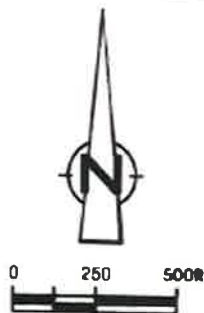
Tax Parcel Number: 46-118-99-0001-003

Commonly known as 13000 Eckles Road, Livonia, Michigan

EXHIBIT 2

DRAWING ILLUSTRATING DESCRIPTION OF PROPERTY





POINT	X	Y
A	13376512.8197	322062.0703
B	13376513.5345	321999.0043
C	13378231.9884	321655.2532
D	13378231.2736	321718.3192
E	13377625.2361	320507.7867
F	13377633.1656	320343.7795
G	13377807.4418	320352.2054
H	13377799.5124	320516.2145

MICHIGAN STATE PLANE COORDINATES
SOUTH ZONE

LEGEND

- FENCE
- APPROXIMATE PROPERTY BOUNDARY
- EXTENT OF EXISTING EXPOSED SLAB
- APPROXIMATE AREA OF LNAPL
- NORTH BOUNDARY DUST CONTROL AREA

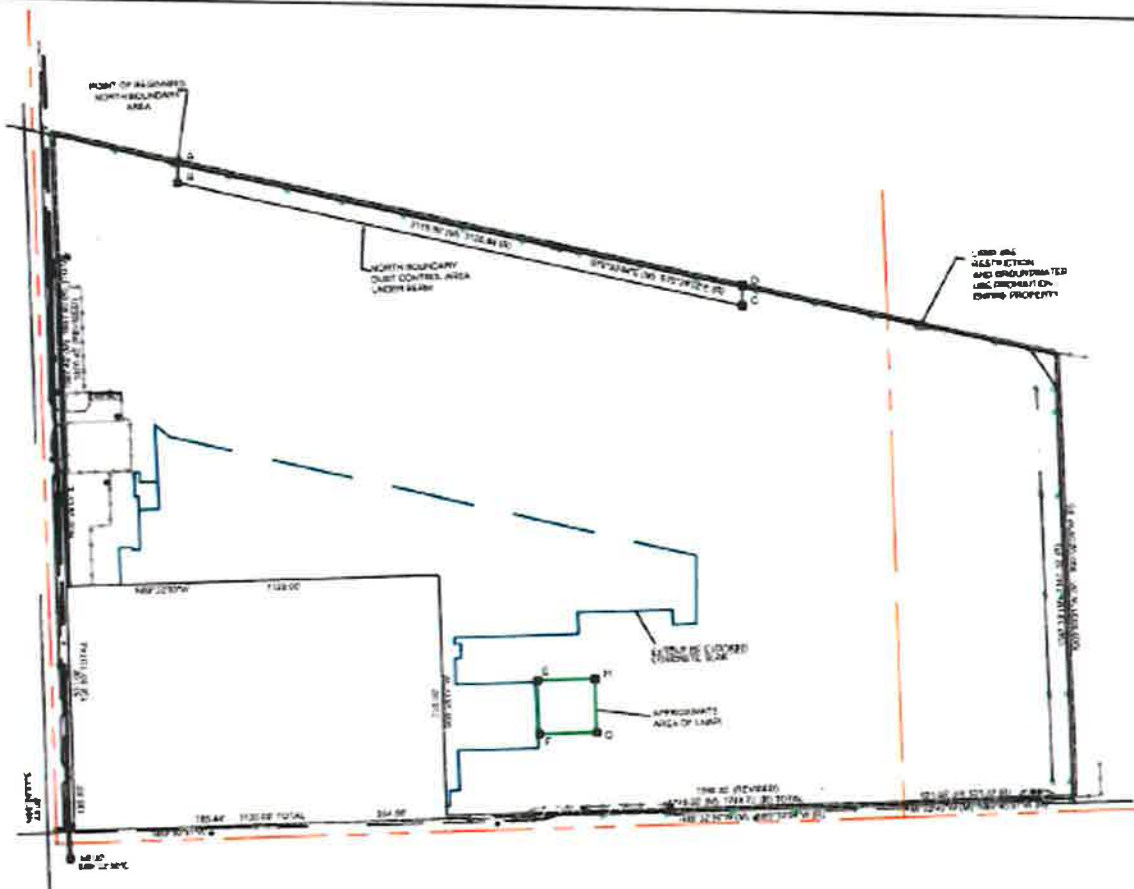


Exhibit 3

AREAS OF RESTRICTION
RESTRICTIVE COVENANT
13000 ECKLES ROAD SITE
Livonia, Michigan

EXHIBIT 3

DRAWING ILLUSTRATING AREAS OF RESTRICTION ON PROPERTY

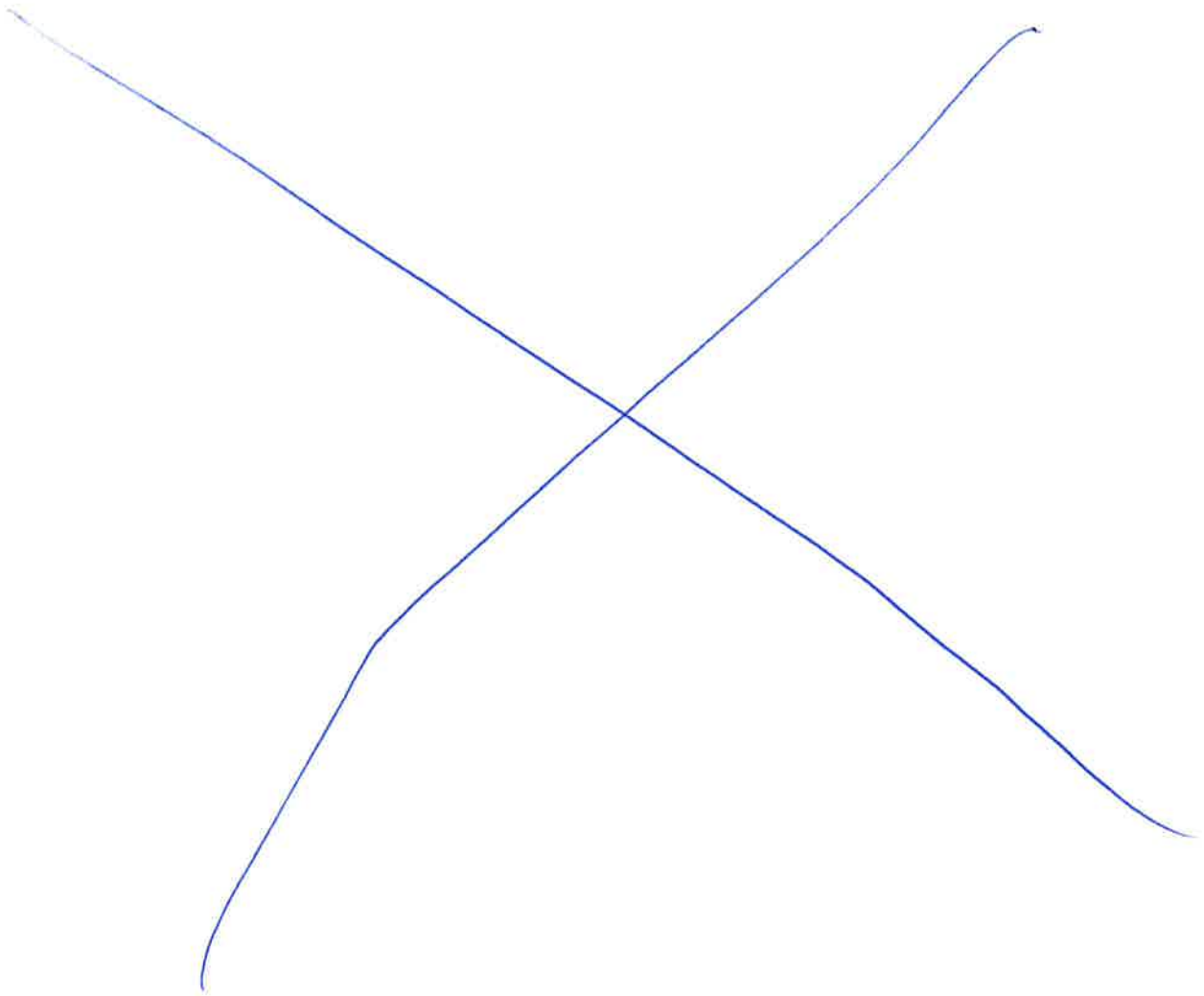
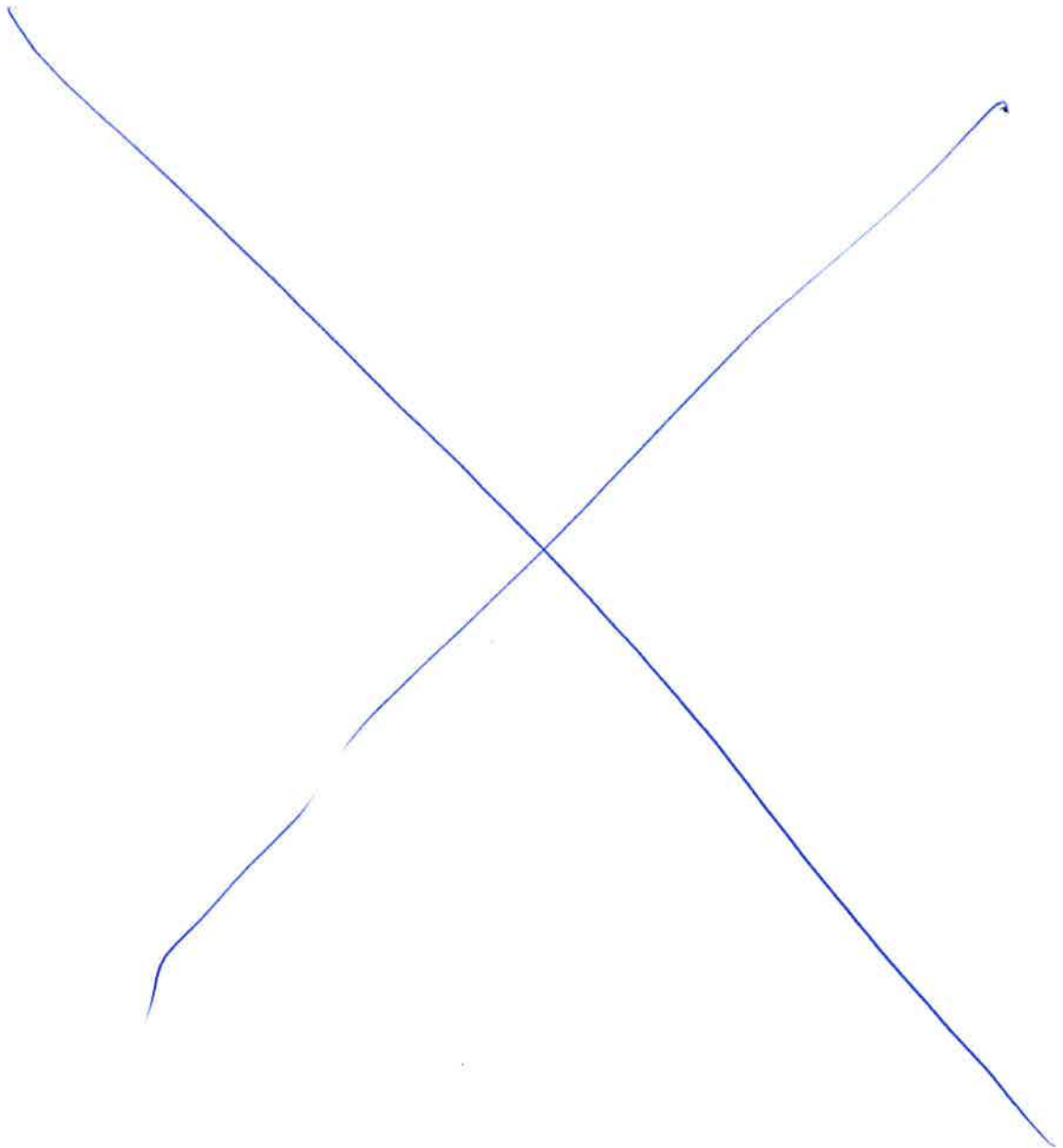
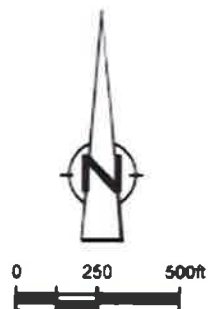


EXHIBIT 4

MONITORING WELLS TO BE MAINTAINED



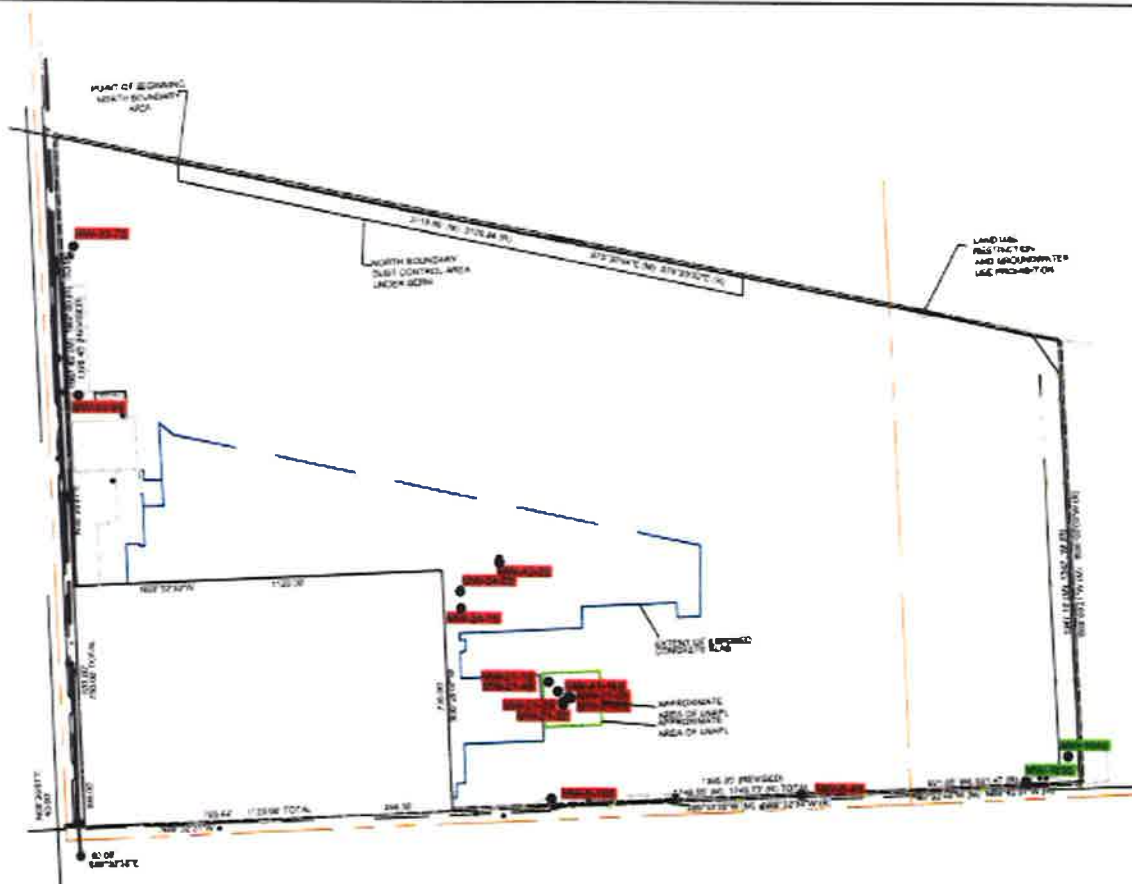


MW	X	Y
MW-103S	13379094.3500	320184.3800
MW-104S	13378222.5400	320261.7800
MW-21-1S	13377644.8743	320480.4403
MW-21-2S	13377688.8800	320417.2100
MW-21-3S	13377708.7300	320434.3700
MW-21-4S	13377545.1500	320480.6200
MW-21-5S	13377089.4400	320411.3900
MW-21-6S	13377710.9700	320431.5200
MW-33-7S	13376188.5800	321767.9800
MW-33-9S	13376204.7962	321343.1982
MW-41-16S	13377673.1913	320451.4311

MICHIGAN STATE PLANE COORDINATES
SOUTH ZONE

LEGEND

- FENCE
- APPROXIMATE PROPERTY BOUNDARY
- EXTENT OF EXISTING EXPOSED SLAB
- APPROXIMATE AREA OF LNAPL
- NORTH BOUNDARY DUST CONTROL AREA
- EXISTING MONITORING WELL
PROPOSED FOR ABANDONMENT
- EXISTING MONITORING WELL
TO BE MAINTAINED



MONITORING WELLS TO BE MAINTAINED AND ABANDONED

13000 ECKLES ROAD SITE
Livonia, Michigan

EXHIBIT 5

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 6

HAZARDOUS SUBSTANCES FOUND ON SITE

Manganese

Lead

Benzene

1,1,-Dichloroethene

cis-1,2-Dichloroethene

Methylene chloride

Tetrachloroethene

1,1,1-Trichloroethane

1,1,2-Trichloroethane

Trichloroethene

Vinyl Chloride

Polycyclic aromatic hydrocarbons

Polychlorinated biphenyls