



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING



PHILLIP D. ROOS
DIRECTOR

April 1, 2024

VIA E-MAIL

Brendan Mullen, Cleanup Manager
RACER Trust
1505 Woodward Avenue, Suite 200
Detroit, Michigan 48226

Dear Brendan Mullen:

SUBJECT: 2024 Corrective Action Monitoring and Maintenance Inspection Report;
Former RACER Peregrine Facility; MIR 000 020 743;
Waste Data System Number 411250

On November 8, 2023, the Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division (MMD), conducted a Corrective Action Maintenance and Monitoring (CAMM), inspection at the Former Peregrine Coldwater Road Site, located at 1245 East Coldwater Road, Flint, Michigan (facility). The purpose of the CAMM inspection was to confirm that the facility is in compliance with all of the long-term monitoring and maintenance requirements, as defined in the Declaration of Restrictive Covenant (RC) filed for the facility on March 7, 2018, and written pursuant to Part 111, Hazardous Waste Management (Part 111), of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and the administrative rules promulgated thereunder.

Enclosed is the CAMM Inspection Report documenting the MMD's findings. Overall, the facility was in compliance with the requirements in the Restrictive Covenant, and the MMD did not identify any issues during the inspection that require follow-up actions.

If you have any questions, please contact me at HebertC3@Michigan.gov, or 517-282-6092.

Sincerely,

Christina Hebert

Christina Hebert, Environmental Quality Analyst
Corrective Action Unit
Hazardous Waste Section
Materials Management Division
517-282-6092

Enclosures

Brendan Mullen

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April 1, 2024

cc/enc: Clifford Yantz, Senior Hydrogeologist, Ramboll
Kevin Schneider, Environmental Scientist, Ramboll
Kimberly Tyson, EGLE
Dale Bridgford, EGLE
Gary Schwerin, EGLE
Nicole Sanabria, EGLE
Oonagh McKenna, EGLE
HWS/C&E File

Corrective Action Monitoring and Maintenance Inspection Report

April 2024

**Former Peregrine Coldwater Road Site
1245 E Coldwater Rd, Flint, MI 48505
Flint, Michigan
MIR 000 020 743**



MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY

Materials Management Division

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Inspection Conducted By: Nicole Sanabria, Senior Geologist
Oonagh McKenna, Environmental Engineer
Christina Hebert, Environmental Quality Analyst

1.0 Introduction

On November 8, 2023, the Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division (MMD), conducted a Corrective Action Maintenance and Monitoring (Camm), inspection at the Former Peregrine Coldwater Road Site, located at 1245 East Coldwater Road, Flint, Michigan (facility). The location of the site is shown in **Figure 1**. **Figure 2** shows an aerial photo with an outline of the facility boundary.

On March 7, 2018, a Declaration of Restrictive Covenant (RC), was filed for the facility with the Michigan Department of Environmental Quality (MDEQ), Reference Number RC-OWMRP-111-18-002, a copy of which is shown in **Appendix A**. MDEQ is the predecessor agency to EGLE. The RC was written pursuant to Part 111, Hazardous Waste Management (Part 111), of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and the administrative rules promulgated thereunder. The purpose of the Camm inspection was to confirm that the facility was in compliance with all of the requirements specified in the RC.

The Camm inspection was conducted by MMD, Hazardous Waste Section staff members Nicole Sanabria, Senior Geologist, Oonagh McKenna, Environmental Engineer, and Christina Hebert, Environmental Quality Analyst. The Camm inspection included a site walkover to evaluate compliance with the RC. While onsite, MMD staff were accompanied by Kevin Schneider from Ramboll. MMD staff also conducted an Operation and Maintenance (O&M), inspection of the groundwater monitoring system at the Coldwater Road Landfill during the same site visit. The results of that inspection are included in the 2024 O&M Inspection Report for the Coldwater Road Landfill.

2.0 Site Background

The facility is believed to have been farmland until the 1950s, with operations by General Motors (GM), beginning in approximately 1952. GM manufactured automobile body hardware and operated a powerhouse, wastewater treatment plant, and plating process. The facility was owned by GM until December 10, 1996, at which time Peregrine, Inc., purchased the facility, and began operations on January 2, 1997. Peregrine manufactured door hinges and window regulators for automobiles at the facility. Peregrine operations ceased in 1998. Remediation and Liability Management Company (REALM), acquired the property in August 1999, and operations did not resume. Building decommissioning and demolition activities occurred at the facility from 1999 to 2001. The site has not had any industrial operations since 1998 and is currently being used for storage of steel racks, semi-trailers, and vehicles. In 2011, GM filed for Chapter 11 bankruptcy. The site is now owned and managed by the Revitalizing Auto Communities Environmental Response (RACER), Trust. RACER is responsible for the corrective action environmental cleanup activities required to be performed at the site under Part 111 of NREPA.

The site has historically been investigated for environmental impacts. Documented environmental impacts remaining at the site include concentrations of metals and volatile organic compounds (VOCs) in soil and groundwater above the residential and non-residential drinking water criteria of Part 201, Environmental Remediation, of the NREPA (Part 201), which are adopted as environmental protection standards under the Part 111 rules. Exceedances of metals and VOCs remain in soil and groundwater above Part 201 groundwater/surface water interface (GSI) criteria, and residential direct contact criteria.

Corrective measures were taken at the site starting in 2000. These corrective measures included investigating and characterizing areas of impacted soil and groundwater, excavating soils and backfilling with clean soil, removal of coal fines and concrete, and repairing a broken pipe that was leaking oily water.

Additionally, a RC was placed on the property with requirements to provide protection from the constituents above Part 201 criteria remaining onsite. These requirements include:

1. Land use prohibitions to ensure the land is used for nonresidential purposes only.
2. A list of prohibited activities, including:
 - a. installation of drinking water wells or groundwater extraction wells.
 - b. relocation of contaminated soil, storage, treatment, or disposal of hazardous substances.
 - c. removal of slabs, pavement, or other impervious surfaces.
 - d. removal or destruction of any monitoring wells.
3. Soil vapor management.
4. Contaminated soil management.

In November 2016, RACER conducted groundwater sampling for per- and polyfluoroalkyl substances (PFAS), due to historic chrome plating operations, which occurred at the site from 1953 through 1987 in the basement of the manufacturing building. Wastewater treatment activities and sludge drying beds were located on the northern Coldwater Road Landfill property. Results were below applicable criteria at the time; however, in December 2020, EGLE promulgated updated criteria under Part 201 of the NREPA for seven PFAS. A re-evaluation of site groundwater data indicated exceedances for two PFAS: perfluorooctanesulfonic acid (PFOS) and perfluorooctanoic acid (PFOA). Corrective measures related to PFAS have been focused on storm and sanitary sewers to eliminate off-site migration of contamination.

3.0 Site Inspection Results

The purpose of the inspection was to confirm whether the facility is complying with all long-term requirements as specified in the RC. A copy of the CAMM checklist completed by MMD staff after the inspection can be found in **Appendix B**.

3.1 Site Walkover

The site walkover began at the northeast portion of the facility and was completed by traversing between rows of steel racks, semi-trailers, and vehicles across the site to the west property boundary. While conducting the walkover, staff made observations and documented the walkover with photographs. Photographs are found in **Appendix C**. Overall, the facility appeared to be in good condition, and no violations of the RC were observed.

3.2 Records Review

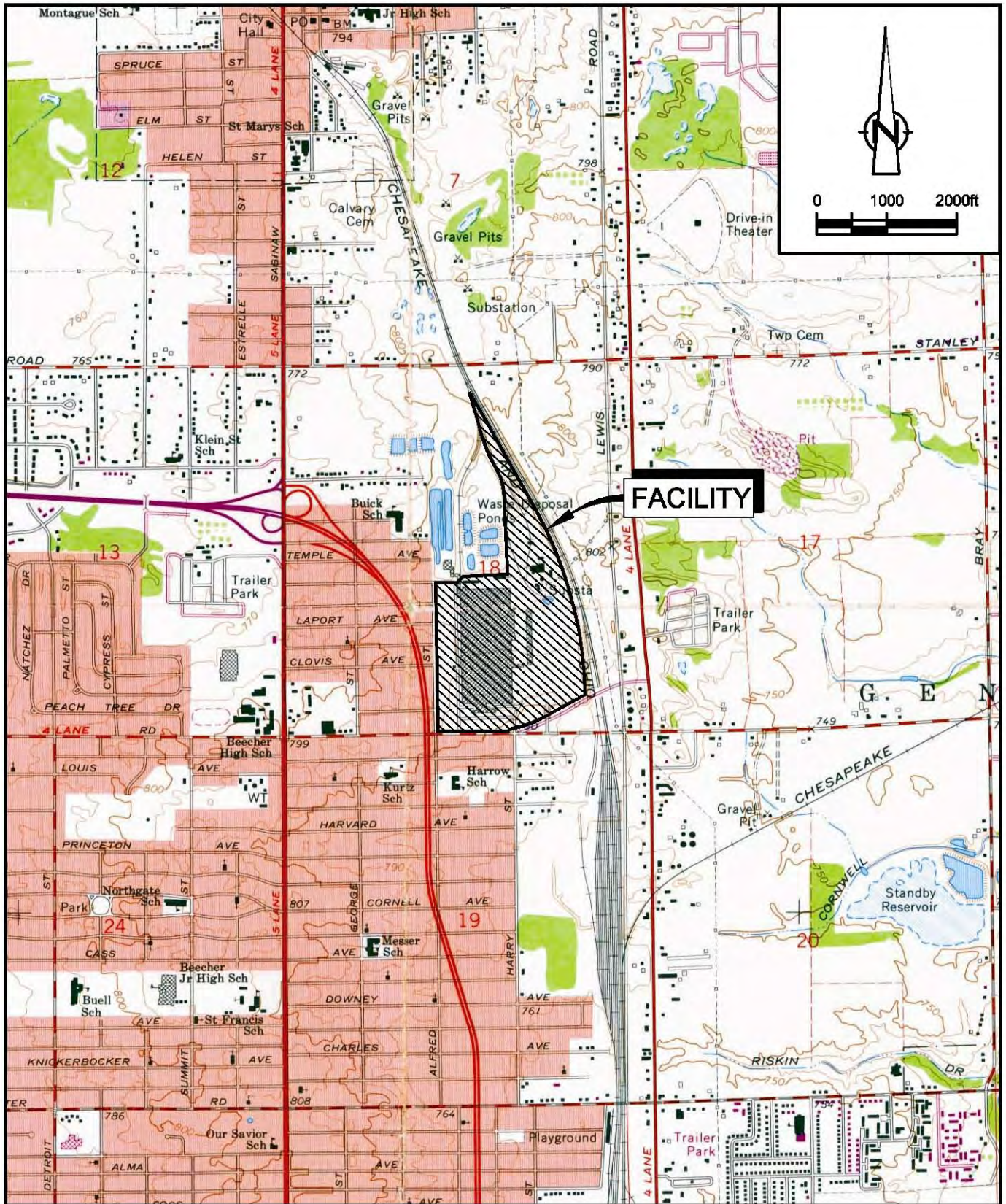
The records review included confirmation of the local zoning designation and required restrictive covenant.

- A. Local Zoning Designation** – The RC requires that use of the property be compatible with nonresidential land use established pursuant to Section 324.20120a(1)(b) of NREPA. According to the information presented on the Genesee County Geographic Information Systems Resources website, located at <https://gis-resources-gccountymi.hub.arcgis.com/>. The area of the site is zoned “Heavy Industrial” which is consistent with the RC’s requirement of nonresidential land use.
- B. Restrictive Covenant** – The RC assigned to the facility is recorded as Document Number 201803070012109 and was recorded on March 7, 2018, with the Genesee County Register of Deeds. MMD staff visited the Genesee County Register of Deeds website on February 26, 2024, as a part of this CAMM inspection and verified the recording of the RC. There were no activities evident at the facility that were in violation of the requirements specified in the RC.
- C. Financial Assurance** – The Settlement Agreement for GM’s bankruptcy established RACER Trust to provide financial assurance for environmental cleanup at former GM properties. Under Paragraph 49 of the Settlement Agreement, EGLE and United States Environmental Protection Agency annually review the RACER budget to satisfy their annual capability demonstration. Financial assurance for the facility and the Coldwater Landfill are consolidated under the Coldwater Landfill Funding Accounts. The *Coldwater Road 2024 Annual Environmental Action Budget Request* was submitted to the MMD on December 1, 2023, and was approved on December 8, 2023.

4.0 Recommendations and/or Follow-up Actions Required

The MMD did not identify any issues during the inspection that require follow-up actions.

Figure 1
Site Location Map



SOURCE: USGS QUADRANGLE MAP;
FLINT NORTH, MICHIGAN

figure 1.1

FACILITY LOCATION
FORMER PEREGRINE (US), INC. COLDWATER ROAD FACILITY
Genesee Township, Michigan



Figure 2
Facility Map

Figure 2: Former Peregrine Coldwater Road 2024 CAMM Inspection



Legend

- Site
- Boundary

Drawn by CMH on 2/27/2024

Attachment A

Declaration of Restrictive Covenant

DECLARATION OF RESTRICTIVE COVENANT

MDEQ Reference Number: RC-OWMRP-111-18-002
Facility MID Number: MIR 000020743
MDEQ Approval Date: February 14, 2018

This Declaration of Restrictive Covenant (Restrictive Covenant) is made to protect public health, safety, welfare or the environment pursuant to the provisions of Part 111, Hazardous Waste Management, Michigan Compiled Laws (MCL) 324.11101, *et seq.* (Part 111) and the applicable Sections of Part 201, Environmental Remediation, MCL 324.20101, *et seq.* (Part 201) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.101, *et seq.*, and administrative rules promulgated pursuant to those Parts, Michigan Administrative Code (MAC) R 299.9101 *et seq.* and MAC R 299.51001 *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, whose address is 500 Woodward Street, Suite 2650, Detroit, Michigan 48226, the Grantor, the current fee title holder of the Property and an entity wholly owned by the Revitalizing Auto Communities Environmental Response Trust (RACER Trust), for the benefit of the Grantee, State of Michigan, Department of Environment Quality (MDEQ), whose address is 525 West Allegan Street, P.O. Box 30473, Lansing, MI 48909-7973.

This Restrictive Covenant has been prepared to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination present at the Property with the address of 1245 East Coldwater Road, Genesee Township, Genesee County, Michigan 48458. The Property has Tax Parcel Identification Numbers: 25-11-18-400-006, 25-11-18-200-010 and 25-11-18-200-011, and are legally described and illustrated in Exhibit 1 (Property or Site). Recording of this Restrictive Covenant is designed to restrict future use of the Property to non-residential and to restrict exposures to groundwater and soil 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 CFR Part 1910.

The land and resource use restrictions contained in this Restrictive Covenant are based upon information available to, and the corrective action approved by MDEQ at the time this document was recorded. Failure of the corrective measures to achieve and maintain the cleanup criteria, exposure controls and requirements specified in the approved corrective action; future changes in the environmental condition of the Property or changes in the cleanup criteria developed under Parts 111 and 201 of NREPA; the discovery of environmental conditions at the Property that were not known at the time this document was recorded; or use of the Property in a manner inconsistent with the restrictions described herein – each may result in this Restrictive Covenant not being protective of public health, safety and welfare or the environment. Additional restrictions may become necessary. Information pertaining to environmental conditions of the Property and corrective action undertaken at the Property is on file with MDEQ, Waste Management and Radiological Protection Division.

Based on the results of Site investigations, the Property contains hazardous substances in excess of the concentrations developed as the unrestricted residential criteria under Section 20120a(1)(a) or (17) of NREPA. See Exhibit 2 for a list of hazardous substances that have been detected in soil and groundwater in concentrations that exceed Part 201 Generic Cleanup Criteria and may pose unacceptable risk of exposure without proper controls on the Property.

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

MDEQ 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.

Summary of Corrective Measures

From 2000 through 2002, Remediation and Liability Management Company, Inc. (REALM), a wholly owned subsidiary of General Motors Corporation (GMC), completed the RCRA Facility Investigation (RFI) at the Property. The initial phase of the RFI targeted areas of interest (AOIs) identified at the Property based on historical operations and previous investigation results. The AOIs investigated during the initial phase were agreed upon between REALM and MDEQ as the most likely areas of the Property to be impacted by former activities. Based on the results of the initial investigation, several areas requiring further assessment were identified and multiple investigation activities were completed to characterize and delineate soil and groundwater impacts identified at the Property. RFI activities have been summarized and reported in several submittals to MDEQ in parallel with the development of the Corrective Measures described below. The results of the RFI were summarized in the Resource Conservation and Recovery Act Facility Investigation (RFI) Summary Report, dated August 20, 2010. RACER Trust has completed additional investigations and groundwater monitoring at the Property after August 2010 and submitted supplemental investigation and monitoring reports to MDEQ since that time.

After developing and evaluating corrective measures alternatives based on the information obtained from the RFI activities, the final corrective measures for the Site were as follows:

- Land Use Restrictions: Use of the entire Site was limited to nonresidential, with Site-wide soil management, Site-wide soil vapor management, and Site-wide subgrade utility restrictions.
- Groundwater Use Restrictions: Use of groundwater for the entire Site was prohibited for consumption, irrigation or any other purpose, with the exception of evaluating groundwater, remediation of subsurface contamination or short-term dewatering for construction purposes.
- Targeted Excavations: Removal of soils were completed in AOI 2 (Former Waste Pile Pad - located east of former Building 44 and approximately 100 feet north-northeast of Building 63), AOI 9 (Former Plating Area - three separate areas in former Building 44), and AOI 11 (Former Coal Storage Area - located to the north of the powerhouse, former Building 45) as interim measures between 2001 and 2004 to address concentrations of constituents of concern (COCs) that represented a direct contact risk.

As of the date of this Restrictive Covenant, Grantor continues to perform activities in keeping with its goal to obtain from MDEQ a formal RCRA "Corrective Action Complete with Controls" determination for the Property.

Definitions

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

"Grantor" shall mean RACER Properties LLC, the current title holder of the Property at the time this Restrictive Covenant was executed and an entity wholly-owned by RACER 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 the Property or any portion thereof, including any lessees and those persons or entities authorized to act on the titleholder's behalf.

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

"Property" shall mean the property legally described and illustrated in Exhibit 1.

"Settlement Agreement" shall mean the Environmental Response Trust Consent Decree and Settlement Agreement entered by the U.S. Bankruptcy Court for the Southern District of New York on March 29, 2011, in the case of *In re Motors Liquidation Company, etc. et al.*, Debtors, Case No. 09-50026 (REG), among the Debtors, the United States of America, certain states including the State of Michigan, the Saint Regis Mohawk Tribe and EPLET, LLC, (not individually but solely in its representative capacity as Administrative Trustee of the Trust).

"Site" shall have the same meaning as "Property."

"USEPA" shall mean the United States Environmental Protection Agency, its successor entities and those persons or entities acting on its behalf.

All other terms used in this document which are defined in Part 3, Definitions, of NREPA, Part 111, Part 201 or the Part 111 and 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) MDEQ; and (2) RACER Trust or its successors.

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 Section 324.20120a(1)(b) of NREPA. Uses that are compatible with nonresidential cleanup criteria are generally described in Exhibit 3 (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 MDEQ-approved response activity, and for short-term dewatering for construction purposes, provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable environmental laws and does not cause or result in

- a new release, exacerbation of any pre-existing environmental condition, or any other violation of environmental laws.
- c. No contaminated soils may be relocated on the Property except as provided for under Part 201, Section 20120c, MCL 324.20120c.
 - d. The Owner shall not "treat", "store", "dispose" or release any Hazardous Substances, on, at or below the Property, in a manner that would require a permit under RCRA or Part 111 of NREPA, except pursuant to a plan, permit or license approved in writing by MDEQ or USEPA, pursuant to these statutory authorities.
 - e. The Owner shall not remove any slabs, pavement or other impervious surface on the Property, unless the Owner takes responsibility 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. The Owner shall not construct or install subsurface utilities, structures or other features (collectively Subsurface Features), at the Property unless the construction is approved in writing in advance by MDEQ and RACER Trust, and such construction incorporates engineering controls designed to eliminate the potential for the subsurface feature and/or the subsurface feature corridor to be a preferential contaminant migration pathway for impacted subsurface water or vapor, or for the Subsurface Feature to release fluids that could infiltrate through the subsurface and exacerbate impacts to groundwater.
 - g. The Owner shall not remove, disturb or damage any monitoring wells on the Property without prior MDEQ and RACER Trust written approval. The location of monitoring wells as of January 2018 are illustrated and described in Exhibit 4. The number and location of monitoring wells may change over time in accordance with approvals and requirements of MDEQ.
3. Soil Vapor Management. The Owner shall prohibit the construction and/or occupancy of any building or structures on the Property, unless such construction and/or occupancy incorporates engineering controls designed to eliminate the potential for subsurface vapor phase contaminants or hazardous substances to migrate into the structure at concentrations greater than the appropriate concentrations protective of public health; or unless prior to construction and/or occupancy of any structure, an evaluation of the potential for any contaminants or hazardous substances to volatilize into indoor air assures the protection of persons who may be present in the buildings. Prior to the potential for any human exposures, documentation of compliance with the above requirements must be submitted to MDEQ for approval.
 4. Contaminated Soil Management. The Owner shall manage contaminated soils, media and/or debris and all other soils located on the Property in accordance with the requirements of Part 111 and RCRA Subtitle C, 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; this provision regarding contaminated soil management also applies in the event that the Owner elects to remove any slabs, pavement or other impervious surface on the Property.

5. Health and Safety Requirement. The Owner shall follow and require that all contractors follow appropriate Health and Safety requirements, including 29 CFR Part 1910 (HAZWOPER) if applicable, for excavation and other intrusive activities.
6. Access. The Owner shall grant to MDEQ and RACER Trust the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with this Restrictive Covenant, including the right to take samples, inspect the operation of corrective measures and inspect any records relating thereto, and to perform any actions necessary to maintain compliance with Parts 111 and 201 and other applicable federal laws and regulations.
7. Transfer of Interest. The Owner shall provide notice to MDEQ and RACER Trust at the addresses provided in Paragraph 8 of the Owner'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 Owner without adequate and complete provision for compliance with the terms and conditions of this Restrictive Covenant. Owner 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 GENESEE COUNTY REGISTER OF DEEDS, LIBER _____, PAGE _____.

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

8. Notices. Any notice, demand, request, consent, approval or communication that is required to be made or obtained under this Restrictive Covenant shall be made in writing; include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant; include the Facility MID Number: MIR 000020743 and MDEQ Reference Number: RC-OWMRP-111-18-002; and shall be served either personally, or sent via first class mail, postage prepaid, as follows:

For MDEQ:

Hazardous Waste Section Manager
Waste Management and Radiological Protection Division

Michigan Department of Environmental Quality
P.O. Box 30241
Lansing, MI 48909-7741

For RACER Trust:

General Counsel
RACER Trust
500 Woodward Avenue, Suite 2650
Detroit, MI 48226

with a copy to:

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

9. Term. This Restrictive Covenant shall run with the Property, and shall be binding on the 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 MDEQ.
10. Enforcement. RACER Trust or its successors are 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, and RACER Trust intend and agree 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.
11. Modification/ Release/Rescission. Grantor or Owner may request in writing to MDEQ and RACER Trust, at the addresses provided in Paragraph 8, modifications to, or release or rescission of, this Restrictive Covenant. This Restrictive Covenant may be modified, released or rescinded only with the prior written approval of MDEQ and RACER Trust.

Any approved modification to, or release or rescission of, this Restrictive Covenant shall be filed with the Genesee County Register of Deeds by the Grantor or Owner and a certified copy shall be returned to MDEQ and RACER Trust at the addresses provided in Paragraph 8.

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. RACER 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. 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 MCL 324.20107a, and R 299.51003 of the Part 201 Administrative Rules, and under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601, *et seq.* Owner agrees to maintain records of its activities to comply with this Restrictive Covenant and applicable Due Care obligations, and shall timely supply copies of any records documenting such compliance upon request from MDEQ or RACER Trust.
16. Miscellaneous.
 - a) Controlling Law. The interpretation and performance of this Restrictive Covenant shall be governed by the laws of the State of Michigan (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 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 exhibits supersede all prior discussions, negotiations, understandings or agreements relating specifically to this Restrictive Covenant, all of which are merged herein.

[signature page follows]

IN WITNESS WHEREOF, RACER Properties LLC has caused this Restrictive Covenant, RC-OWMRP-111-18-002, to be executed on this 5th day of March, 2018.

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

STATE OF Michigan
COUNTY OF Wayne

The foregoing instrument was acknowledged before me this 5th day of March, 2018, by ELLIOTT P. LAWS, as Managing Member of EPLET, LLC, acting solely in its capacity as Administrative Trustee of Revitalizing Auto Communities Environmental Response Trust as Sole Member of RACER Properties LLC, a Delaware limited liability company, on behalf of the company.

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

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

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

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

LIST OF EXHIBITS

- 1 LEGAL DESCRIPTION AND ILLUSTRATION OF PROPERTY
- 2 HAZARDOUS SUBSTANCES ABOVE CRITERIA IN SOIL AND GROUNDWATER
- 3 DESCRIPTION OF ALLOWABLE USES
- 4 MONITORING WELLS

EXHIBIT 1

LEGAL DESCRIPTION AND ILLUSTRATION OF PROPERTY

Land situated in the Township of Genesee, County of Genesee, State of Michigan and being more particularly described as follows:

Being all that real property situated in the East ½ of Section 18, Township 8 North, Range 7 East, Genesee Township, Genesee County, Michigan, described as follows: Commencing at the South ¼ corner of said Section 18 and thence running South 88 degrees 30 minutes 19 seconds East, 50.20 feet along the South line of the Southeast ¼ of said Section 18; thence North 00 degrees 29 minutes 38 seconds East, 29.29 feet to the POINT OF BEGINNING; thence along the East line of Horton Street (formerly Alfred Street) North 00 degrees 29 minutes 38 seconds East, 2,140.02 feet; thence South 82 degrees 29 minutes 52 seconds East, 170.82 feet; thence South 89 degrees 32 minutes 24 seconds East, 170.00 feet; thence North 00 degrees 27 minutes 36 seconds East, 129.91 feet; thence South 89 degrees 34 minutes 30 seconds East, 696.84 feet; thence North 00 degrees 43 minutes 40 seconds East, 1,175.70 feet; thence North 08 degrees 54 minutes 02 seconds West, 114.92 feet; thence North 20 degrees 25 minutes 09 seconds West, 190.42 feet; thence North 26 degrees 45 minutes 51 seconds West, 312.89 feet; thence North 16 degrees 56 minutes 25 seconds West, 224.25 feet; thence North 82 degrees 24 minutes 45 seconds West, 69.33 feet; thence North 10 degrees 07 minutes 00 seconds West, 292.15 feet; thence North 13 degrees 18 minutes 36 seconds West, 234.78 feet to the Westerly right-of-way line of the CSX Railroad; thence South 28 degrees 04 minutes 14 seconds East along said Westerly right-of-way, 1,379.69 feet; thence South 27 degrees 17 minutes 43 seconds East along said right-of-way, 1,028.40 feet to the East-West ¼ line of Section 18; thence North 88 degrees 56 minutes 57 seconds West, 3.93 feet along said East-West ¼ line to a point on a curve; thence along said curve in a Southeasterly direction for 1,398.24 feet (chord bearing South 15 degrees 33 minutes 28 seconds East, 1,395.73 feet, central angle of 11 degrees 53 minutes 46 seconds, radius 6,734.41 feet); thence South 07 degrees 09 minutes 39 seconds East, 763.83 feet to the North right-of-way line of relocated Coldwater Road; thence South 63 degrees 46 minutes 11 seconds West along said North right-of-way, 851.36 feet to a point on a curve to the right; thence along said curve in a Southwesterly direction for 466.82 feet (chord bearing South 77 degrees 36 minutes 11 seconds West, 462.30 feet, central angle of 27 degrees 40 minutes 02 seconds, radius 966.74 feet); thence South 01 degrees 26 minutes 11 seconds West, 43.26 feet; thence North 88 degrees 29 minutes 49 seconds West along the North right-of-way line of Coldwater Road, 537.62 feet to a point; thence continuing along said right-of-way line, North 88 degrees 36 minutes 49 seconds West, 438.90 feet to the POINT OF BEGINNING.

Tax Parcel ID(s): 11-18-200-010, 11-18-200-011, and 11-18-400-006

Commonly known as: 1245 East Coldwater Road, Genesee Township, Michigan 48405

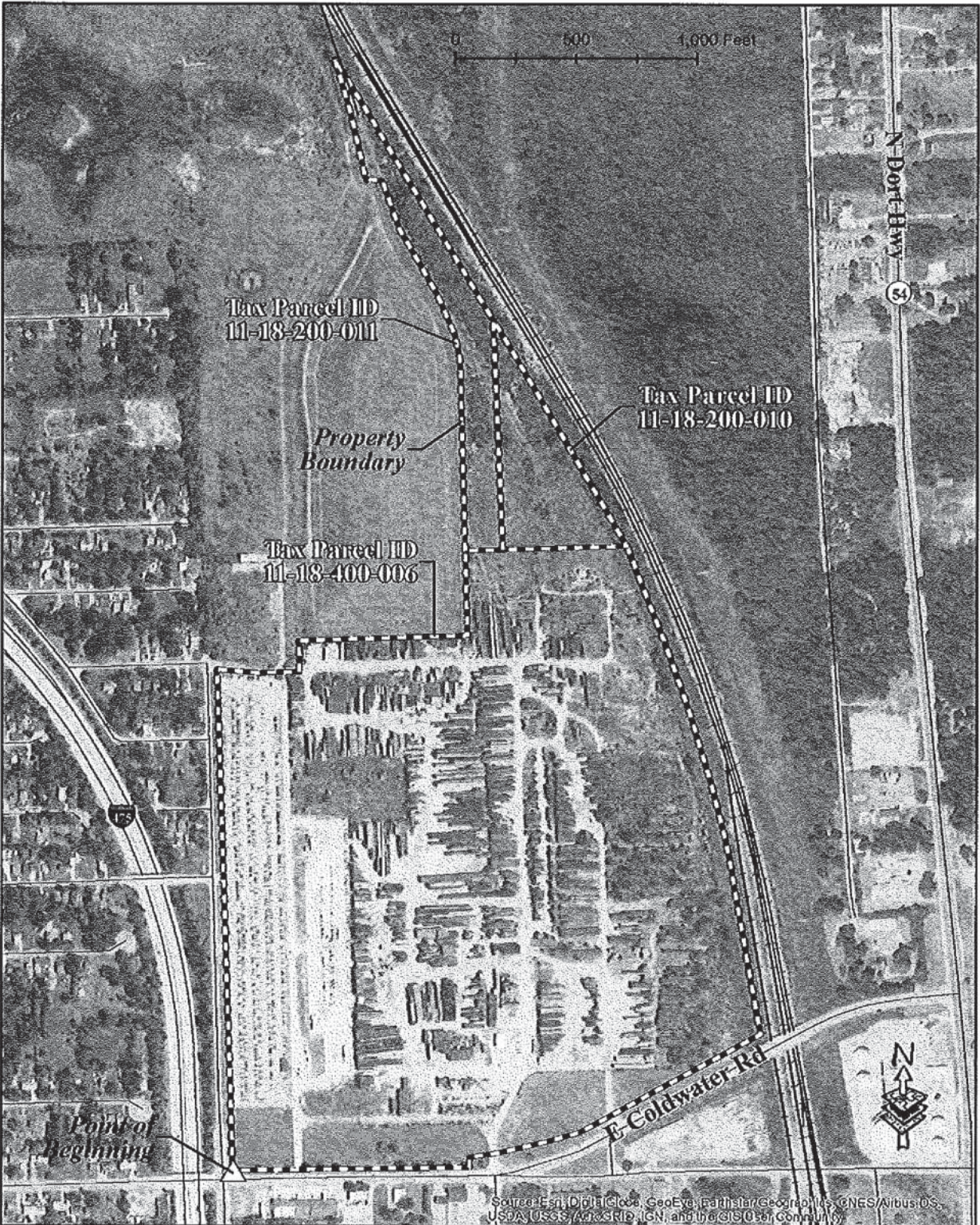


EXHIBIT 2

HAZARDOUS SUBSTANCES ABOVE CRITERIA IN SOIL AND GROUNDWATER

Media	Substance	Criteria Exceeded ⁽¹⁾
Soil	Aluminum	RDWP, NDWP
	Arsenic	RDWP, NDWP, RDC, GSIP
	Chromium VI (hexavalent)	GSIP
	Cobalt	RDWP, NDWP, GSIP
	Iron	RDWP, NDWP
	Magnesium	RDWP, NDWP
	Manganese	RDWP, NDWP
	Mercury	GSIP
	Nickel	RDWP, NDWP
	Selenium	GSIP
	Silver	GSIP
	Zinc	RDWP, NDWP
	Fluoranthene	GSIP
	Naphthalene	GSIP
	1,1,1-Trichloroethane	GSIP
	1,1-Dichloroethene	RVSIC
	Methylene chloride	RDWP, NDWP
	Tetrachloroethene	RDWP, NDWP
	Trichloroethene	RDWP, NDWP
	Cyanide (total)	RDWP, NDWP, RDC, GSIP

Media	Substance	Criteria Exceeded ⁽¹⁾
Groundwater	Aluminum	RDW, NDW
	Arsenic	RDW, NDW, GSI
	Barium	RDW, NDW
	Beryllium	RDW, NDW
	Cadmium	RDW, NDW
	Chromium	RDW, NDW
	Cobalt	RDW, NDW, GSI
	Iron	RDW, NDW
	Lead	RDW, NDW
	Manganese	RDW, NDW
	Mercury	GSI
	Nickel	RDW, NDW
	Selenium	RDW, NDW, GSI
	Silver	GSI
	Thallium	RDW, NDW, GSI
	Vanadium	RDW, NDW, GSI
	cis-1,2-Dichloroethene	RDW, NDW, GSI
	Trichloroethene	RDW, NDW, GSI
	Cyanide (total)	GSI
	pH	RDW, NDW

RDWP- Residential Drinking Water Protection
NDWP – Non-Residential Drinking Water Protection
NDC – Non-Residential Direct Contact
RDW - Residential Drinking Water
NDW – Nonresidential Drinking Water
GSI – Groundwater Surface Water Interface
GSIP – Groundwater Surface Water Interface Protection

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 dated December 30, 2013. However, it is noted that as of the date of this Restrictive Covenant, USEPA's authorization of the MDEQ RCRA Program includes the September 28, 2012 Part 201 Generic Cleanup Criteria.

EXHIBIT 3

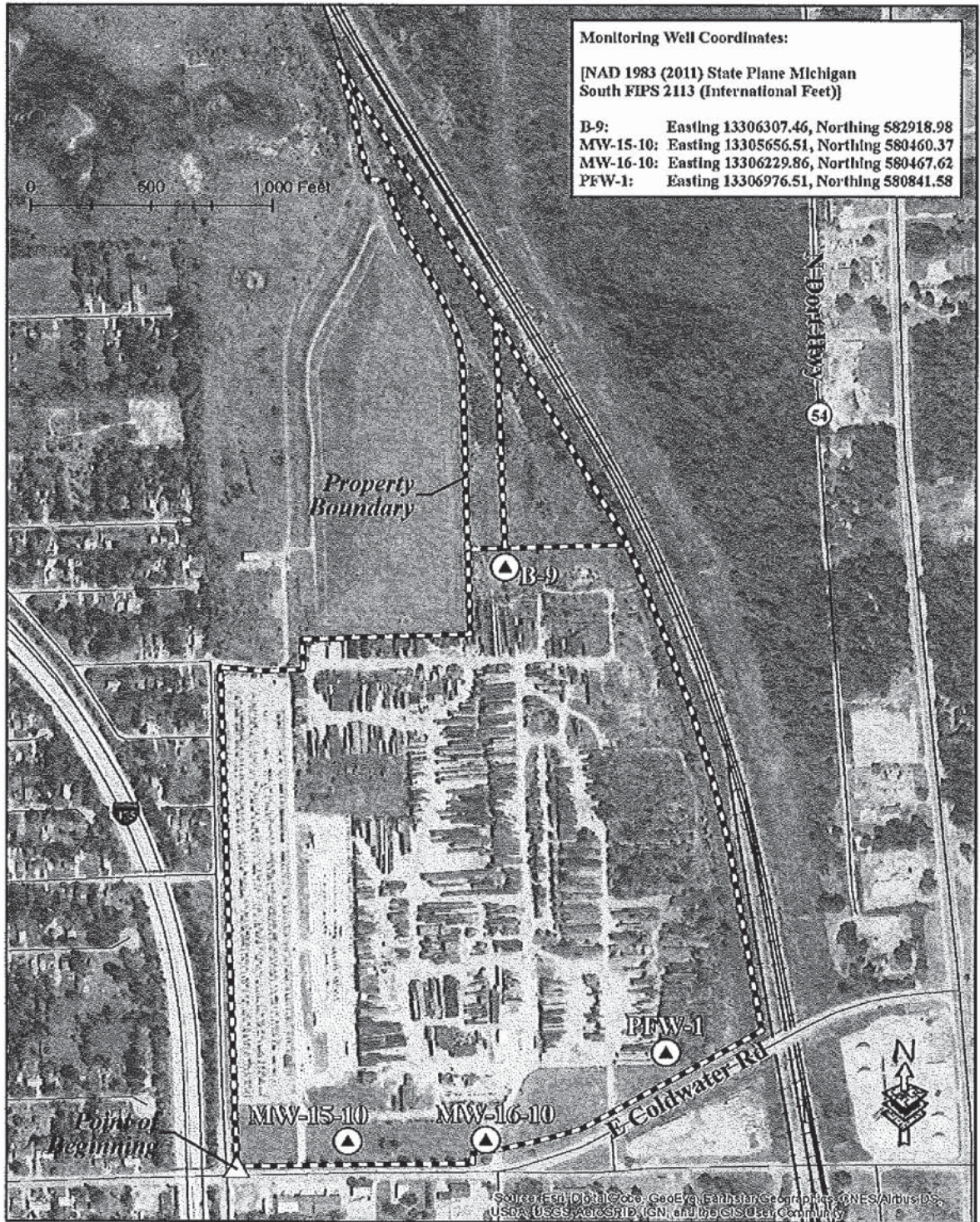
DESCRIPTION OF ALLOWABLE USES

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

Any residential use is specifically prohibited from the non-residential land use category. This would include the primary use of the Property for human habitation and includes structures such as single-family dwellings, multiple family structures, mobile homes, condominiums, and apartment buildings. Any uses which are intended to house, educate, or provide care for children, the elderly, the infirm, or other sensitive populations, and therefore could include day care centers, educational facilities, hospitals, elder care facilities, and nursing homes, may not fit the nonresidential exposure assumptions. Residential or site specific environmental protection standards may need to be considered. The use of any accessory building or portion of an existing building as a dwelling unit permitted for a proprietor or storekeeper and their families, located in the same building as their place of occupation, or for a watchman or caretaker is also prohibited. Any authority that allows for residential use of the Property as a legal non-conforming use is also restricted per the prohibitions contained in this Restrictive Covenant.

EXHIBIT 4

MONITORING WELLS



Attachment B

Corrective Action Monitoring and Maintenance Checklist

EGLE	Michigan Department of Environment, Great Lakes, and Energy Materials Management Division	Corrective Action Monitoring and Maintenance Checklist
A. General Site Information		
Facility/Site Name: Former Peregrine Coldwater Road Site		Date/Time of Inspection: 11/8/2023 13:00
Liable Party: Revitalizing Auto Communities Environmental Response (RACER) Trust		Type and Date of Administrative Control Implemented: Restrictive covenant, recorded on February 7, 2018
Current Owner/Operator: RACER		
Address: 1245 E Coldwater Rd		Applicable Zoning/Land Use (List All That Apply): Heavy industrial
City: Flint		
WDS ID: 411250		EPA Site ID: MIR 000 020 743
Facility Contact: Brendan Mullen		Contact Telephone/e-mail: 201-247-4890; bmullen@racertrust.org
MMD Staff: Nicole Sanabria, Oonagh McKenna, Christina Hebert		
B. Summary of Contamination and Response Activities		
Provide a brief description below (1 - 2 paragraphs) regarding the following: site history, nature and extent of contamination, and required land-use or resource-use restrictions (institutional controls, restrictive covenant, standard operating procedures, security procedures, etc.).		

Refer to CAMM Inspection Report.

C. Description of Current Site Conditions (provide attachments if necessary)		
	Yes/No/NA	
1.	No	Have there been any significant changes in property conditions or land-use (demolition, redevelopment, etc.)?
2.	No	Have there been any significant changes in property conditions and/or surrounding property that would affect the conditions and/or restrictions in the approved administrative control?
3.	No	Has there been any change in ownership? If so list new owners.
4.	No	Have any contaminated areas been disturbed by site activities?
5.	No	Have any new areas of contamination been discovered as a result of on-site activities?
6.	No	Have there been any new releases to the environment (groundwater, surface water, soil, sediments, air)?
7.	No	Have any exposures to humans or the flora/fauna occurred?
8.	No	Have there been any health advisories implemented due to contamination at the site?
9.	No	Have any emergency conditions (exposures, releases, etc.) occurred as a result of utility repairs?
10.	No	Have any easements been put on the property?
11.	NA	Have any activities on the site impaired the effectiveness of O&M of the remedial action as described in the approved RAP?
12.	No	Have any variances been issued that could impact contaminated areas?

13.	No	Have any conditional permits been issued that could impact contaminated areas?
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D. Description of Current Site Procedures (provide attachments if necessary)		
	Yes/No/NA	
1.	NA	For active facilities; have internal mechanisms been followed regarding due diligence of contaminated areas?
2.	NA	Are contingency procedures still in place for O&M of the Remedial Action as described in the approved RAP?
3.	NA	Have the contingency procedures been required to be implemented?
4.	NA	If yes to D.3 above, are any of the required contingency procedures still in place and effective?
5.	Yes	Are O&M procedures current and still being followed? (Note: if Landfill Cap Inspection required, use Postclosure Cap Inspection Procedures. If Groundwater Monitoring Program review required, use O&M/CME Procedures.)

E. Description of Current Site Controls (provide attachments if necessary)		
	Yes/No/NA	
1.	Yes	Are all fencing, markers, and security systems still in place and effective?
2.	Yes	Are all barriers (i.e., pavement, caps, subsurface barrier walls) still in place and effective?
3.	NA	Are all ordinances still in place and effective?
4.	Yes	Are all deed restrictions still in place and effective?
5.	No	Are there any changes in land use/zoning?
6.	Yes	Are all monitoring programs still in place, well maintained, and effective?
7.	NA	Are all remediation systems still in place, well maintained, and effective?
8.	NA	Is the financial assurance still adequate and in place?

F. Specific Tracking Items Required by Part 201 of Act 451		
Applicable to Sites with Generic Cleanup Criteria Implemented:		
	Yes/No/NA	
1.	NA	Is zoning and land use consistent with what is specified in the approved RAP? (§324.20120b)
2.	NA	Has a Notice of Approved Environmental Remediation (NAER) been recorded with the County Register of Deeds within the required time frame? (§324.20120b(2)) Provide liber/page of document.
3.	NA	Have the land-use restrictions required by the RAP been reported to the zoning authority within 30 days of RAP approval? (§324.20120b(9))
Applicable to Sites with Limited Cleanup Criteria Implemented:		
	Yes/No/NA	
1.	NA	Do concentrations of venting groundwater to surface water comply with Part 31 of Act 451 allowable mixing zone concentrations? (§324.20120a(15))
2.	NA	Is zoning and land-use consistent with the approved RAP? (§324.20120b)
3.	No	Has a legally enforceable agreement between the facility and EGLE been entered into? (§324.20120b(3))
4.	Yes	Are all required land use and/or resource use restrictions still in place and effective? (§324.20120b(3a))

5.	NA	Are all required monitoring programs in place and effective? (§324.20120b(3b))
6.	NA	Are all remediation systems being operated and maintained as required? (§324.20120b(3c))
7.	NA	Are all permanent markers used to delineate restricted areas still in place and effective? (§324.20120b(3d))
8.	No; not required for RACER projects	Are all required (monitoring, O&M, oversight, etc.) financial assurance mechanisms in place and effective? (§324.20120b(3e))
9.	Yes; document number is 201803070012109	Has the restrictive covenant been recorded with the County Register of Deeds within the required time frame? (§324.20120b(4)) Provide liber/page of document.
10.	NA	Have the land-use restrictions required by the RAP been reported to the zoning authority within 30 days of RAP approval? (§324.20120b(9))

G. Other Considerations		
	Yes/No/NA	
1.	Yes	Are there procedures in place to track the following on-site activities as well as notifying the appropriate personnel prior to being conducted on-site: groundwater well installation, soil sample collection, building and construction permits, and utility work?
2.	NA	Has the facility provided any and all reports required certifying the conditions specified in the approved administrative control?
3.	NA	Have potential or new owners of the property been notified by the seller of environmental conditions and liabilities at the site pursuant to R 299.9525 of Part 111 of Act 451?
4.	No	Has EGLE received notice of the facility owners or operators intent to transfer ownership or operational control of a facility within 90 days before the scheduled change in ownership or operational control? (R 299.9525 of Part 111 of Act 451)
5.	NA	Have any additional soil removal activities been implemented at the facility? If so, have all soil relocation procedures been implemented per Part 201 of Act 451? (§324.20120c)

H. Summary and Recommendations	
1.	Provide a summary of current site conditions and status of the correction action(s) implemented at the facility.

See CAMM Inspection Report.

2.	Provide recommendations for any required actions to address deficiencies identified during the corrective action site review.
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No required actions were identified during the inspection or records review.
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Attachment C
Inspection Photographs



Northern portion of the facility, facing north



Steel racks and semi trailers being stored at the facility



Steel racks being stored at the facility



Entrance of the facility, facing south



Steel racks being stored at the facility



Steel racks being stored at the facility



Steel racks being stored at the facility



Steel racks and semi trailers being stored at the facility



Southern entrance of facility, facing southeast



Fence around the facility