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DECLARATION OF RESTRICTIVE COVENANT

MDEQ Reference Number RC-WHMD-111-14-007
 Facility MID Number: MID980568836

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. § 6928(h), the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601, *et seq.* and any applicable rules or regulations ("Environmental Laws").

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made on August 4, 2014 (date) by RACER Properties LLC, ("Grantor") (an entity wholly-owned by the Revitalizing Auto Communities Environmental Response Trust ("Trust") , the current fee title holder of the property, whose address is 500 Woodward Avenue, Suite 1510, Detroit, Michigan, 48226, for the benefit of the Grantees, *i.e.*, State of Michigan, Department of Environment Quality ("MDEQ"), whose address is 525 West Allegan Street, P.O. Box 30473, Lansing, Michigan 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 commonly known as PCC Validation Industrial Land I and II, 25 Rapid Street, Pontiac, Oakland County, Michigan; Tax Identification Number(s): 14-33-302-001, 14-33-302-002, 14-33-302-003, 14-33-351-001, 14-33-351-012, 19-04-126-002, 19-04-126-009, and 14-33-303-017; and legally described in Exhibit 1 ("Property") and illustrated in Exhibit 2.

On March 31, 2011 the 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

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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). Title to the Property is held by RACER Properties LLC an entity wholly owned by the Trust (RACER Properties and the Trust are collectively referred to herein as "RACER"). The Trust entered into a Performance-based Administrative Order on Consent (RCRA-05-2011-0022) ("Order") with USEPA for the Property effective September 29, 2011. Pursuant to the Order the Trust worked in cooperation with USEPA to complete a RCRA Facility Investigation ("RFI") of potential releases of hazardous substances at or from the Property (USEPA Identification Number MID980568836).

Based on the RFI, the Property contains hazardous substances in excess of the concentrations developed as the unrestricted residential criteria under Section 20120a(1)(a) or (17) of NREPA, 1992 PA451, 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 MDEQ 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, 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 if required by MDEQ or USEPA pursuant to the terms of the Environmental Easement and Use Restriction Agreement with respect to the Property between M-1 Concourse, LLC and Grantor.

Definitions

"Agency" means any State or any other governmental agency or authority, in each case having jurisdiction over the Property, including without limitation, the United States Environmental Protection Agency ("USEPA") and the Michigan Department of Environmental Quality ("MDEQ").

"Grantor" shall mean the Revitalizing Auto Communities Environmental Response Trust ("Trust") and RACER Properties LLC, an entity wholly-owned by the Trust, the title holder of the Property at the time this Restrictive Covenant was executed or any future title holder of the Property or some relevant sub-portion of the Property;

"MDEQ" means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

"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.

"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, Parts 111 and 201 of NREPA, or Part 111 and Part 201 of Michigan 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 Corrective Measures

Based on the existing information available to Grantor as of the date of this Restrictive Covenant, constituents have been detected in soil and groundwater above certain Residential cleanup criteria, the groundwater-surface water interface ("GSI") criteria and certain Non-Residential cleanup criteria. Because the use of the Site will not involve residential use, Residential criteria do not apply at the Property. In addition, the GSI pathway was evaluated for the Site and determined not to apply to the Property. Constituents that exceed certain Non-Residential criteria in soil and/or groundwater include: 1,1-dichloroethene, 1,1,1-trichloroethane, 1,2,4-trimethylbenzene, aluminum, anthracene arsenic, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, cadmium, carbazole, cis-1,2-dichloroethene, chromium, dibenzo(a,h)anthracene, fluoranthene, indeno(1,2,3-cd)pyrene, iron, lead, magnesium, manganese, nickel, phenanthrene, pyrene, sodium, tetrachloroethene, trichloroethene and vanadium. Non-Residential Direct Contact criteria was exceeded in soil at two locations at the Property and these locations are illustrated in Exhibit 3. Soil and groundwater contamination remains present at levels that do not allow unrestricted use of the Property. Public health will be protected by bulkheading of certain storm sewers lines and by compliance with the Land Use or Resource Use Restrictions set forth below. Restricting the use of the Property to uses consistent with those Restrictions will ensure that the use will be protective of the public health, safety, welfare and the environment.

NOW THEREFORE,

Declaration of Land Use or Resource Use Restrictions

The Grantor as current fee title holder of the Property, hereby declares and covenants that the Property shall be subject to those restrictions 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) the Grantor or its successor in title, even 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 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 December 2010, and Michigan Administrative Code MAC R 299.5701 – R 299.5727, effective December 21, 2002.

2. Activities Prohibited. The Owner shall prohibit activities on the Property that may result in exposures above the generic cleanup criteria for 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, 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 equivalent State Law, except pursuant to a plan or permit approved in writing by MDEQ or USEPA, and Grantor or its successor in title.
 - 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, if any, whether or not caused by, arising from or related to, an environmental condition.
3. Contaminated Soil Management. The Owner shall manage contaminated soils, media and/or debris (if any) and all other soils located on the Property that Owner may excavate or otherwise disturb in accordance with the requirements of Part 111, Subtitle C of RCRA, the administrative rules promulgated pursuant to Part 111 and the RCRA, the Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) 29 C.F.R. Part 1910, and all other relevant state and federal laws, including but not limited to Section 120c of NREPA, MCL324.20120c. This includes any soil and/or debris that owner may excavate or disturb if the Owner elects to remove any slabs, pavement or other impervious surface on the Property.
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. LNAPL Restriction Area. All excavation and installation of subsurface sewers or other utilities/structures are prohibited within the LNAPL Restriction Area, which is defined and illustrated in Exhibit 4, unless approved in writing in advance by Grantor.
6. Monitoring Wells. Owner shall not interfere with, damage, alter, obstruct access to or otherwise cause any adverse impacts to any monitoring wells on the Property as designated by MDEQ, USEPA or Grantor.
7. Access. The Owner shall grant to the MDEQ, USEPA and Grantor 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 compliance with this Restrictive Covenant, and to perform any actions necessary to maintain compliance with Part 111, Part 201, RCRA and applicable Federal laws and regulations. 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 under other state or federal laws.
8. USEPA Entry, Access: Nothing in this Restrictive Covenant shall limit or otherwise affect USEPA's right of entry and access, or authority to undertake actions under CERCLA or RCRA, 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 7 (Access) of this Restrictive Covenant.
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, assigns, and the Third Party Beneficiary.
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 August 6, 2014 [month, day, year], AND RECORDED WITH THE OAKLAND COUNTY REGISTER OF DEEDS, LIBER 47288 PAGE 214.

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 Grantor:

Michigan Cleanup Manager
RACER Trust
500 Woodward Avenue
Suite 1510
Detroit, Michigan 48226

13. 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 shall continue in effect until MDEQ or USEPA and RACER or their successors determine that hazardous substances present at the Property no longer present unacceptable risk to the public health, safety, welfare or the environment. This Restrictive Covenant may only be modified or rescinded with the written approval of MDEQ or USEPA, and RACER or their successors.
14. Compliance with this Restrictive Covenant and Applicable Due Care Obligations. The Owner shall at all times comply with the conditions and restrictions of this Declaration of Restrictive Covenant and the applicable due care obligations under Section 107a of NREPA, MCLA 324.20107a and under 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.
15. Enforcement. The Grantor is entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against subsequent Owners of all or part of the Property. The 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 the 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.
16. 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.
17. 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.
18. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant represents and certifies that he is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.
19. Miscellaneous:
 - a) Controlling Law. The interpretation and performance of this Restrictive Covenant shall be governed by the laws of the United States as to the obligations referred

to in the Agreement and regulations of the State of Michigan for all other purposes hereunder (without reference to choice of laws principles thereof). The right to enforce the conditions and restrictions in this Restrictive Covenant are in addition to other rights and remedies that may be available, including, but not limited to, administrative and judicial remedies under CERCLA or Part 201 of the NREPA.

- b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Restrictive Covenant shall be liberally construed to affect the purpose of this Restrictive Covenant and the policy and purpose of RCRA and the land use restrictions and prospective use limitations required by Part 201. If any provision of this Restrictive Covenant is found to be ambiguous, an interpretation consistent with the purpose of this Restrictive Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c) Entire Agreement. This Restrictive Covenant and its attachments and appendices supersedes all prior discussions, negotiations, understandings, or agreements relating to the matters addressed herein, all of which are merged herein.

IN WITNESS WHEREOF, RACER Properties LLC has caused this Restrictive Covenant, to be executed on this 6th day of August, 2014.

RACER PROPERTIES LLC

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

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

By: Elliott P. Laws

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

Date: 8/5/14

CITY OF WASHINGTON)
) ss.
DISTRICT OF COLUMBIA)

The foregoing instrument was acknowledged before me this 5th day of August, 2014, by Elliott P. Laws, not individually, but acting solely in his capacity as Managing Member of EPLET, LLC, a Delaware limited liability company, acting solely in its capacity as Administrative Trustee of Revitalizing Auto Communities Environmental Response Trust, a New York trust, acting solely in its capacity as Sole Member of RACER Properties LLC, a Delaware limited liability company, on behalf of said limited liability companies and said trust.

Notary Public Myung H. Wang

My commission expires: _____

Myung H. Wang
Notary Public, District of Columbia
My Commission Expires 6/14/2019

Acting in the City of Washington, District of Columbia

Prepared by/Return to:

RACER Trust
500 Woodward Avenue
Suite 1510
Detroit, Michigan 48226



EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

Lot 1-9 Lot 1-10 Lot 1-12 Lot 1-8

Tax ID Number(s): 14-33-302-001, 14-33-302-002, 14-33-302-003, 14-33-351-001, 14-33-351-012, 19-04-126-002, 19-04-126-009, 14-33-303-017

Lot 1-2-16 Lot 49-78 Lot 79-120 Lot 15

All those tracts or parcels of land lying and being in City of Pontiac, Oakland County, State of Michigan, and being more particularly described on as follows:

PARCEL A:

A parcel of land located on the North side of South Boulevard between Franklin Road and Saginaw Street, City of Pontiac, Oakland County, Michigan, being Lots 1 through 32, inclusive, including vacated streets, of DONALDSON ADDITION to the City of Pontiac, Oakland County, Michigan, as recorded in Liber 8 of Plats, Page 5, Oakland County Records, Lots 33 through 42, inclusive, of DONALDSON ADDITION NO. 1 to the City of Pontiac, Oakland County, Michigan, as recorded in Liber 18 of Plats, Page 39, Oakland County Records, Lots 1 through 8, inclusive, of SACHSE ADDITION to the City of Pontiac, Oakland County, Michigan, including that part of vacated Wilson Avenue lying adjacent thereto, as recorded in Liber 9 of Plats on Page 4, Oakland County Records, Lot 1, Lots 10 through 42, inclusive, and part of Lots 7, 8, and 9, including vacated streets and alleys of RAPID MOTOR ADDITION to the City of Pontiac, Michigan, as recorded in Liber 5 of Plats on Page 49, Oakland County Records, Lots 1 through 11, inclusive and part of Lot 12 of ASSESSOR'S PLAT NO. 90, including that part of vacated Wilson Avenue lying adjacent thereto, part of the Southwest 1/4 of Section 33, Town 3 North, Range 10 East, as recorded in Liber 18 of Plats on Page 90, Oakland County Records, and Lots 1, 2, 3, 8, 9, 10, and 15 and part of Lots 4, 5, 6, 7, 11, 12, 13, 14, and 16 of ASSESSOR'S PLAT NO. 91, including that part of vacated Wilson Avenue lying adjacent thereto, part of the Southwest 1/4 of Section 33, Town 3 North, Range 10 East, as recorded in Liber B-1 of Plats on Page 91, Oakland County Records, all being located in the City of Pontiac Oakland County, Michigan and being more particularly described as follows: Beginning at the Northeast corner of Franklin Road (width varies) and South Boulevard (width varies, said point being also the Southwest corner of Lot 42 of said DONALDSON ADDITION NO. 1; proceeding thence from said point of beginning North 05 degrees 04 minutes 47 seconds East along the East line of said Franklin Road, said line being also the West line of Lots 42, 41 and 40 of said DONALDSON ADDITION NO. 1, the West line of Lot 1 of said ASSESSOR'S PLAT NO. 91 and the West line of Lots 4 through 1, inclusive, of said SACHSE ADDITION, a distance of 1032.43 feet to the Northwest corner of Lot 1 of said SACHSE ADDITION; thence North 06 degrees 12 minutes 07 seconds East across the Westerly end of vacated Wilson Avenue (width varies), a distance of 59.61 feet to the Northeast corner of vacated Wilson Avenue and Franklin Road, said point being also the Southwest corner of Lot 3 of said ASSESSOR'S PLAT NO. 90; thence North 05 degrees 57 minutes 22 seconds East along the East line of said Franklin Road, said line being also the West line of Lots 3, 2, 1 and 4 of said ASSESSOR'S PLAT NO. 90, a distance of 332.15 feet to the Northwest corner of said Lot 4; thence continuing along the East line of said Franklin Road, North 05 degrees 52 minutes 14 seconds East, said line being also the West line of Lots 26 through 19, inclusive, the West end of vacated Josephine Street (40 feet wide), and the West line of Lots 18 through 10, inclusive, and part of Lot 9 of said RAPID MOTOR ADDITION, a distance of 930.25 feet to the Southeasterly corner of Franklin Road and Rapid Street as opened through said subdivision; thence North 60 degrees 29 minutes 25

seconds East along the Southerly line of Rapid Street (46 feet wide), said line runs through the interior of Lots 9, 8, and 7 of said RAPID MOTOR ADDITION and is the Northerly end of vacated Motor Street (50 feet wide) and the Northerly line of Lot 1 of said subdivision, a distance of 410.51 feet to the point of intersection of the Southerly line of said Rapid Street with the Westerly line of the Grand Trunk Western Railroad right-of-way (80 feet wide) said point being also the northeasterly corner of said Lot 1; thence South 29 degrees 51 minutes 20 seconds East along the Westerly line of said railroad right-of-way, said line being also part of the Easterly line of said Lot 1, a distance of 753.26 feet to a point of curve in said right-of-way; thence continuing along said right-of-way line along the arc of a curve concave to the Northeast, radius 3090.45 feet, an arc distance of 725.29 feet (chord bears South 36 degrees 34 minutes 44 seconds East, 723.64 feet) to the Southeasterly corner of said Lot 1 and of said subdivision; thence Southeasterly along said right-of-way line on the arc of a curve which is concave to the Northeast and which forms the Northeasterly line of Lots 9 and 10 of said ASSESSOR'S PLAT NO. 90, an arc distance of 45.90 feet (chord bears South 43 degrees 29 minutes 04 seconds 45.90 feet) to the lot corner common to Lots 10 and 11 of said ASSESSOR'S PLAT; thence continuing Southeasterly along said right-of-way line along the arc of a curve concave to the Northeast, radius 3090.45 feet, an arc distance of 242.81 feet (chord bears South 46 degrees 16 minutes 05 seconds East 242.76 feet) to the point of intersection of said right-of-way with the Westerly line of Saginaw Street, as widened; thence South 26 degrees 44 minutes 58 seconds East, 146.57 feet along the Westerly line of said Saginaw Street through the interior of Lot 12 of said ASSESSOR'S PLAT NO. 90 and across the Easterly end of said vacated Wilson Avenue to a point on the Northerly line of Lot 4 of said ASSESSOR'S PLAT NO. 91; thence continuing along the Westerly line of said Saginaw Street South 26 degrees 15 minutes 20 seconds East through the interior of said Lot 4, a distance of 48.54 feet to a point on the Southerly line of said lot; thence continuing Southeasterly along the Westerly line of said street, through the interior of Lots 5, 6, 7, and 11 of said ASSESSOR'S PLAT NO. 91, to a point on the Southerly line of said Lot 11; thence continuing Southeasterly along the Westerly line of said street, through the interior of Lots 12, 13, 14, and part of Lot 16 of said ASSESSOR'S PLAT NO. 91, to an angle point in said street line; thence South 22 degrees 53 minutes 27 seconds East along the Westerly line of South Saginaw Street, as widened, a distance of 305.95 feet to the Northeasterly corner of a triangular parcel of land deeded to the Michigan State Highway Department for Highway purposes, as recorded in Liber 5802 of Deeds on Page 794, Oakland County Records; thence South 33 degrees 51 minutes 26 seconds West along the Northwesterly line of said triangular parcel, a distance of 19.97 feet to a point on the North line of South Boulevard (width varies); thence North 84 degrees 29 minutes 13 seconds West along the North line of said South Boulevard, said line being also the South line of part of Lot 16, the South line of Lots 10, 9, and 1 of said ASSESSOR'S PLAT NO. 91, the South line of Lots 32, 31, and 30, the South end of vacated York Street (40 feet wide), the South line of Lots 19 through 14, inclusive, the South end of vacated Duke Street (40 feet wide) and the South line of Lots 3, 2, and 1 of said DONALDSON ADDITION and the South line of Lots 33 through 39, inclusive, and Lot 42 of said DONALDSON ADDITION NO. 1, a distance of 2235.07 feet to the point of beginning.

PARCEL A ALSO DESCRIBED BY SURVEY AS FOLLOWS:

A parcel of land located on the North side of South Boulevard between Franklin Road and Saginaw Street, City of Pontiac, Oakland County, Michigan, being Lots 1 through 32, inclusive, including vacated streets, DONALDSON ADDITION TO THE CITY OF PONTIAC OAKLAND CO. MICH., according to the plat thereof as recorded in Liber 8 of Plats, page 5, Oakland County Records, Lots 33 through 42, inclusive, DONALDSON ADDITION NO. 1 TO THE CITY OF PONTIAC, OAKLAND CO. MICH., according to the plat thereof as recorded in Liber 18 of Plats, page 39, Oakland County Records, Lots 1 through 8, inclusive, SACHSE ADDITION TO THE CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, including that part of vacated Wilson Avenue lying adjacent thereto, according to the plat thereof as recorded in Liber 9 of Plats, page 4, Oakland County Records, Lot 1, Lots 10 through 42, inclusive, and part of Lots 7, 8, and 9, including vacated streets and alleys, RAPID MOTOR ADDITION TO THE CITY OF PONTIAC MICHIGAN, according to the plat thereof, as recorded in Liber 5 of Plats, page 49, Oakland County Records, Lots 1 through 11, inclusive and part of Lot 12, ASSESSOR'S PLAT NO. 90, including that part of vacated Wilson Avenue lying adjacent thereto, according to the plat thereof as recorded in Liber 1 of Assessor's Plats, page 90, Oakland County Records, and Lots 1, 2, 3, 8, 9, 10, and 15, and part of Lots 4, 5, 6, 7, 11, 12, 13, 14, and 16, ASSESSOR'S PLAT NO. 91, including that part of vacated Wilson Avenue lying adjacent thereto, according to the plat thereof as recorded in Liber 1 of Assessor's Plats, page 91, Oakland County Records, all being located in the City of Pontiac, Oakland County, Michigan and being more particularly described as follows: Commencing at the Southwest Corner of Section 33, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan; thence along the South line of said Section 33, North 87 degrees 21 minutes 45 seconds East, 30.80 feet; thence North 02 degrees 53 minutes 15 seconds West, 36.08 feet to the Point of Beginning, said point being the intersection of the East line of Franklin Road (variable width - public) and the North line of South Boulevard (variable width - public), also being the Southwest corner of Lot 42 of "Donaldson Addition No. 1" subdivision recorded in Liber 18 of Plats, page 39, Oakland County Records; thence along the East line of said Franklin Road the following four (4) courses: 1) North 02 degrees 53 minutes 15 seconds West, 1032.43 feet along the West line of aforementioned "Donaldson Addition No. 1" subdivision, and the West line of "Assessor's Plat No. 91" recorded in Liber 1 of Plats, page 91, Oakland County Records, and the West line of "Sachse Addition" subdivision recorded in Liber 9 of Plats, page 4, Oakland County Records, to the Northwest corner of Lot 1 of said "Sachse Addition" subdivision; and 2) North 01 degree 45 minutes 55 seconds West, 59.61 feet, along the West line of vacated Wilson Avenue; and 3) North 02 degrees 00 minutes 40 seconds West, 332.15 feet, along the West line of "Assessor's Plat No. 90", as recorded in Liber 1 of Plats, page 90, Oakland County Records; and 4) North 02 degrees 05 minutes 48 seconds West, 930.25 feet along the West line of "Rapid Motor Addition" subdivision, as recorded in Liber 5 of Plats, page 49, Oakland County Records, to the Southeasterly corner of Franklin Road and Rapid Street (46 feet wide - public), as opened through said "Rapid Motor Addition" subdivision; thence along the Southerly line of said Rapid Street, also being the Northerly line of Motor Street (50 feet wide - vacated) and the Northerly line of Lot 1 of said "Rapid Motor Addition" subdivision, North 52 degrees 31 minutes 23 seconds East, 410.51 feet to a point on the Westerly Right of Way line of Grand Trunk Western Railroad (80 feet wide), also being the Northeasterly corner of said Lot 1; thence along said Westerly Right of Way line, also being the Easterly line of Lot 1 of the aforementioned "Rapid Motor Addition" subdivision, South 37 degrees 49 minutes 22 seconds East, 753.26 feet; thence continuing along said Westerly Right of Way line, also being the Easterly line of said Lot 1 and the Easterly line of aforementioned "Assessor's Plat No. 90", 1014.11 feet along the arc of a curve to the left, having a radius of 3090.45 feet, and a chord bearing South 47 degrees 10 minutes 45 seconds East, 1009.57 feet to the intersection of said Westerly Right of Way line with the Westerly line of Woodward Avenue

(variable width - public), also known as Saginaw Street (as widened); thence along said Westerly line the following five (5) courses: 1) South 34 degrees 43 minutes 00 seconds East, 146.57 feet; and 2) South 34 degrees 13 minutes 22 seconds East, 48.54 feet; and 3) South 34 degrees 36 minutes 43 seconds East, 770.18 feet; and 4) South 35 degrees 43 minutes 34 seconds East, 184.78 feet along the Westerly line of Saginaw Street, as recorded in Liber 15MR, page 583, Oakland County Records; and 5) South 30 degrees 51 minutes 29 seconds East, 305.95 feet along the Westerly line of Saginaw Street, as recorded in Liber 14MR, page 278, Oakland County Records and Liber 15MR, page 264, Oakland County Records, to the Northeasterly corner of a parcel of land deeded to the Michigan State Highway Department for highway purposes, recorded in Liber 5802 of Deeds, page 794, Oakland County Records; thence along the Northwesterly line of said triangular parcel, South 25 degrees 53 minutes 24 seconds West, 19.97 feet to a point on the North line of aforementioned South Boulevard; thence along said North line, also being the South line of the aforementioned "Assessor's Plat No. 91", the South line of "Donaldson Addition" subdivision recorded in Liber 8 of Plats, page 5, Oakland County Records, and the South line of the aforementioned "Donaldson Addition No. 1" subdivision, South 87 degrees 32 minutes 45 seconds West, 2235.07 feet to the Point of Beginning.

PARCEL B:

A parcel of land located on the South side of South Boulevard West of Howland Avenue, City of Pontiac, Oakland County, Michigan, being Lots 52 through 59, inclusive, Lots 49 through 51, inclusive, except the North 10.00 feet, Lots 60 through 78, inclusive, except the North 10.00 feet thereof, and Lots 79 through 120, inclusive, of WOODWARD ESTATES SUBDIVISION of part of the East 1/2 of the Northwest 1/4 of Section 4, Town 2 North, Range 10 East, Township of Bloomfield, (now City of Pontiac), Oakland County, Michigan, as recorded in Liber 27 of Plats, on Page 2, Oakland County Records, including the vacated alley adjacent to said lots.

PARCEL B ALSO DESCRIBED BY SURVEY AS FOLLOWS:

A parcel of land located on the South side of South Boulevard, East of Howland Avenue, City of Pontiac, Oakland County, Michigan, being Lots 52 through 59, inclusive, EXCEPT the North 10.00 feet, Lots 49 through 51, inclusive, EXCEPT the North 10.00 feet, Lots 60 through 78, inclusive, EXCEPT the North 10.00 feet, and Lots 79 through 120, inclusive, WOODWARD ESTATES SUBDIVISION, according to the plat thereof as recorded in Liber 27 of Plats, page 2, Oakland County Records.

PARCEL C:

A parcel of land located on the Westerly side of South Saginaw Street, South of Rapid Street, City of Pontiac, Oakland County, Michigan, being Lot 15 of the PLAT OF HAMMOND'S ADDITION, City of Pontiac, Oakland County, Michigan, as recorded in Liber 4 of Plats on Page 47, Oakland County Records.

Also known as: 200 South Boulevard West, Pontiac, MI 48341

EXHIBIT 2

DRAWING ILLUSTRATING DESCRIPTION OF PROPERTY

EXHIBIT 3

COORDINATES AND DRAWING ILLUSTRATING
EXCEEDANCES OF NON-RESIDENTIAL DIRECT CONTACT CRITERIA

ID	x	Y
TP1-07	13414370.9000	411614.5000
SB17-13	13414724.2777	410456.0618

DATUM: SPCS MIS NAD83/NAVD83 GEOID '03 INT FT.

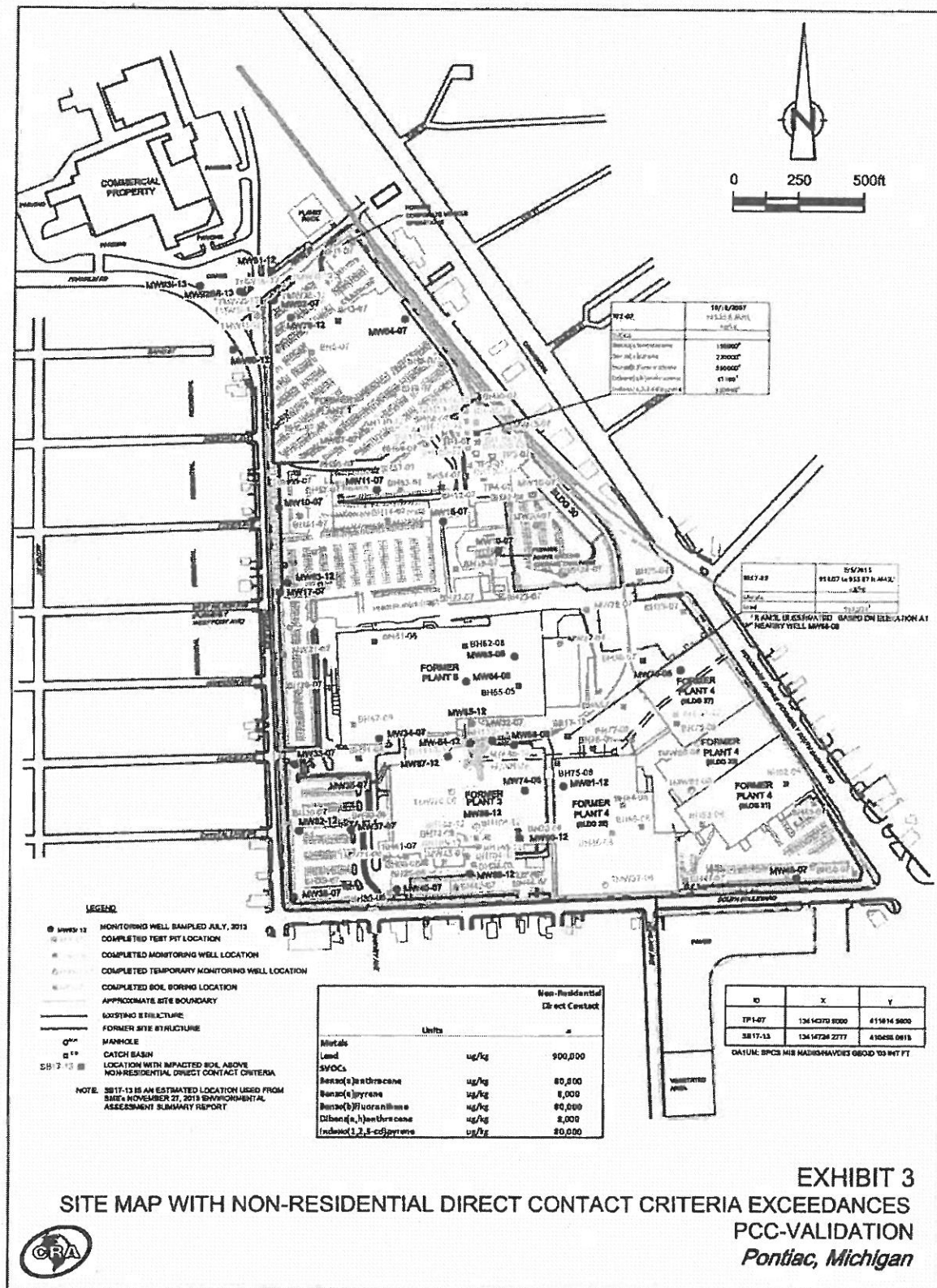
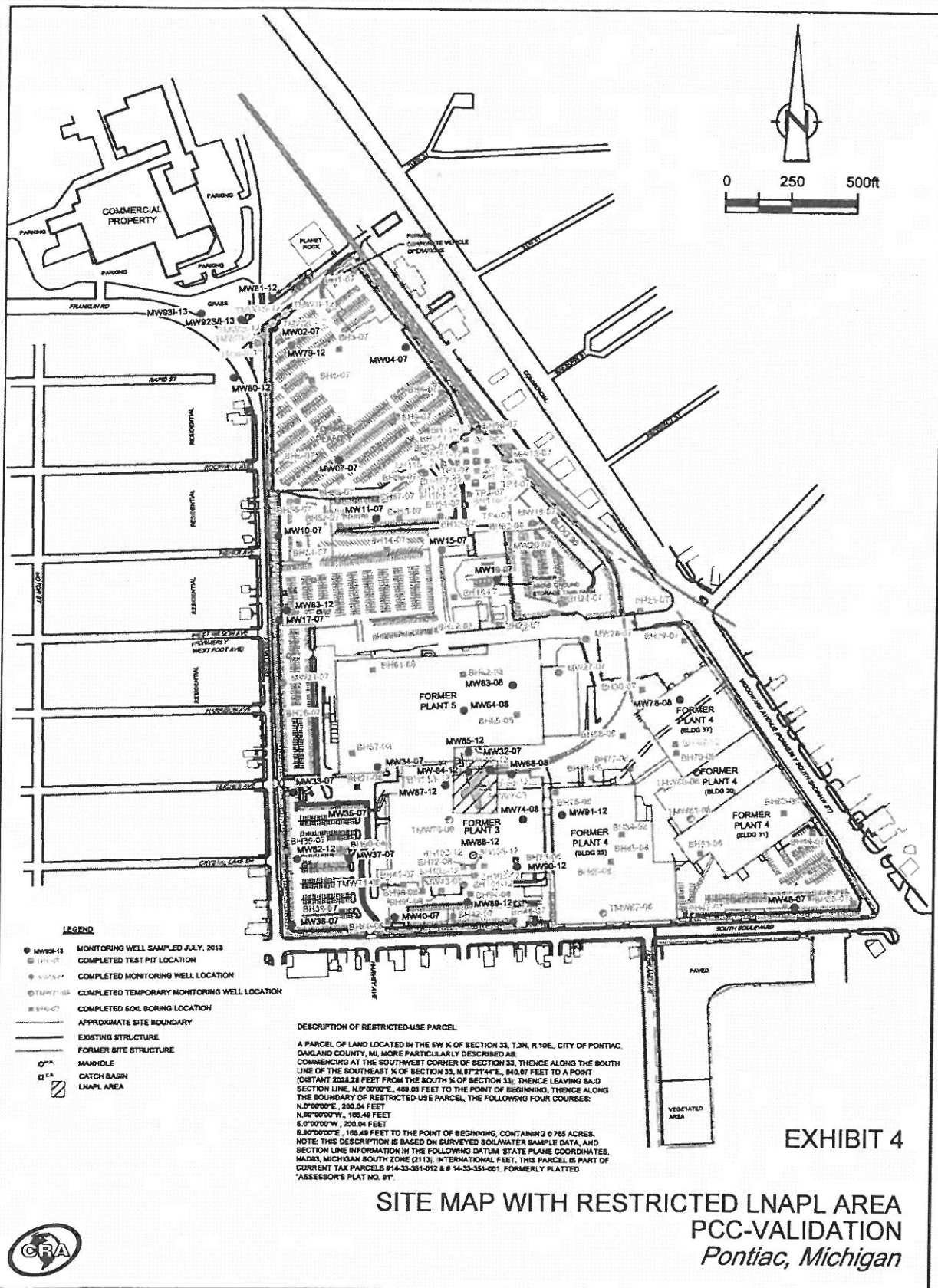


EXHIBIT 3
SITE MAP WITH NON-RESIDENTIAL DIRECT CONTACT CRITERIA EXCEEDANCES
PCC-VALIDATION
Pontiac, Michigan

EXHIBIT 4

**LEGAL DESCRIPTION AND DRAWING ILLUSTRATING
THE LNAPL RESTRICTON AREA**



DESCRIPTION OF RESTRICTED-USE PARCEL:

A PARCEL OF LAND LOCATED IN THE SW ¼ OF SECTION 33, T.3N, R.10E., CITY OF PONTIAC, OAKLAND COUNTY, MI, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33, THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST ¼ OF SECTION 33, N.87°21'44"E., 840.07 FEET TO A POINT (DISTANT 2028.26 FEET FROM THE SOUTH ¼ OF SECTION 33); THENCE LEAVING SAID SECTION LINE, N.0°00'00"E., 469.03 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF RESTRICTED-USE PARCEL, THE FOLLOWING FOUR COURSES:

N.0°00'00"E., 200.04 FEET

N.90°00'00"W., 166.49 FEET

S.0°00'00"W., 200.04 FEET

S.90°00'00"E., 166.49 FEET TO THE POINT OF BEGINNING, CONTAINING 0.765 ACRES.

NOTE: THIS DESCRIPTION IS BASED ON SURVEYED SOIL/WATER SAMPLE DATA, AND SECTION LINE INFORMATION IN THE FOLLOWING DATUM: STATE PLANE COORDINATES, NAD83, MICHIGAN SOUTH ZONE (2113), INTERNATIONAL FEET. THIS PARCEL IS PART OF CURRENT TAX PARCELS #14-33-351-012 & # 14-33-351-001, FORMERLY PLATTED "ASSESSOR'S PLAT NO. 91".

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. The use of the Property for a car condominium and the storage and display of automobiles and related activities is an acceptable use under the nonresidential land use category.

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, residential 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.