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Kent Cnty MI Rgstr 08/31/2017 SEAL

DECLARATION OF RESTRICTIVE COVENANT

MDEQ Reference No: RC-RRD-201-17-006

Part 201 Site Identification Number: 41000115

USEPA Site Identification Number: MID006020408

MDEQ Approval Date: March 3, 2017

This Declaration of Restrictive Covenant ("Restrictive Covenant") has been recorded with the Kent County Register of Deeds to protect public health, safety, or welfare or the environment pursuant to the applicable provisions of Part 201, entitled "Environmental Remediation," MCL 324.20101 *et seq.* ("Part 201"), of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.101, *et seq.* ("NREPA"), the administrative rules promulgated pursuant to Part 201, Michigan Administrative Code (MAC) R 299.5101 *et seq.*, and the Toxic Substances Control Act, 15 USC 2601 *et seq.* ("TSCA").

This Restrictive Covenant is made by the City of Wyoming Brownfield Redevelopment Authority ("WBRA"), the address of which is 1155 28th Street, Wyoming, MI 49509, the Grantor and current fee title holder of the property legally described and illustrated in Exhibit 1, commonly known as 300 and 301 36th Street SW in the City of Wyoming, Kent County, Michigan, tax identification numbers 41-17-24-201-007 and 41-17-13-455-052 (the "Property"), for the benefit of the Grantee, State of Michigan, Department of Environment Quality, the address of which is 525 West Allegan Street, P.O. Box 30473, Lansing, MI 48909-7973 ("MDEQ").

The recording of this Restrictive Covenant replaces in its entirety the Declaration of Restrictive Covenant and Access Easement dated as of June 27, 2011, and recorded with the Kent County Register of Deeds on July 19, 2011 as Document 20110719-0057582 (the "2011 Restrictive Covenant and Easement"). The 2011 Restrictive Covenant and Easement will be terminated by MDEQ and RACER Properties LLC, after the recordation of this Restrictive Covenant.

This Restrictive Covenant has been prepared and recorded (i) to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination present at the Property, and (ii) to assure that the use of the Property is consistent with the exposure assumptions used to develop the nonresidential clean-up criteria under Part 201, the Low Occupancy clean-up level under TSCA, and the exposure control measures relied upon at the Property.

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Lisa Posthumus Lyons P:2/21 3:58PM
Kent Cnty MI Regstr 08/31/2017 SEAL

Recording of this Restrictive Covenant with the Kent County Register of Deeds is designed to: (1) restrict land uses at the Property; (2) restrict exposures to groundwater on the Property; (3) provide notification that Polychlorinated Biphenyls (PCB) Remediation Waste (impacted soil) remains on the Property in the areas described and illustrated in Exhibit 2; (4) restrict use of the designated PCB Remediation Waste Areas at the Property to Low Occupancy as described and illustrated in Exhibit 2; (5) 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, ii) applicable due care obligations under MCL 324.20107a and associated administrative rules and guidance, and iii) the Hazardous Waste Operations and Emergency Response Standard (HAZWOPER), 29 CFR, Part 1910; (6) prohibit structures from being constructed on the Property unless the Owner has assessed the potential for vapor intrusion, if any, and has taken steps to address such potential, if necessary, as may be required by applicable laws, rules and regulations; (7) require infiltration management in the designated area of the Property as described and illustrated in Exhibit 3; (8) provide notification that, as of the date of this Restrictive Covenant, impacted soil above the Part 201 non-residential direct contact criteria and particulate soil inhalation criteria remains on the Property in the locations described and illustrated in Exhibit 4, and (9) provide notification that, as of the date of this Restrictive Covenant, residual light non aqueous phase liquid ("LNAPL") potentially remains on the Property in the location described and illustrated in Exhibit 5.

The land or resource use restrictions contained in this Restrictive Covenant are based upon information available to MDEQ at the time this document was recorded and based on laws, rules and regulations in effect at the time this document was recorded. Future changes in the environmental condition of the Property, changes in the cleanup criteria or the cleanup levels included in applicable laws, rules and regulations, 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 the need for additional restrictions to protect the public health, safety, welfare, or the environment, or in the ability to modify restrictions while still protecting the public health, safety, and welfare, and the environment.

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 Amended Restrictive Covenant shall be read to incorporate those amending, replacing or otherwise superseding laws, rules and regulations in place of those currently cited herein.

Information pertaining to the environmental conditions at the Property and the response action undertaken at the Property is on file with the MDEQ, Remediation and Redevelopment Division, Grand Rapids District Office.

Based on the results of Site investigations, the Property contains hazardous substances in soils and groundwater in excess of the concentrations developed as the unrestricted residential



Lisa Posthumus Lyons P-3/21 3:58PM
Kent Cnty MI Rgstr 08/31/2017 SEAL

criteria under Section 20120a(1)(a) or (17) of NREPA, 1994 PA 451, as amended, and above TSCA High Occupancy levels per 40 CFR Part 761.3. 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.

Definitions

"Grantee" means the MDEQ.

"Grantor" means the WBRA, and 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) 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. Record legal title to the Property at the time this Restrictive Covenant was recorded was held by the WBRA.

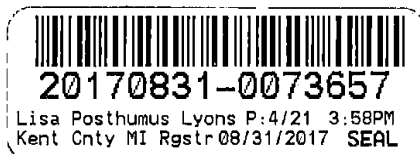
"RACER" means the Revitalizing Auto Communities Environmental Response Trust ("Trust"), which on March 31, 2011 was established and assumed the rights, title, and interest of Motors Liquidation Company in and to the Property pursuant to an Environmental Response Trust Consent Decree and Settlement Agreement ("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, 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).

"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, Part 201 of NREPA, Part 201 of Michigan Administrative Rules, TSCA, or 40 CFR 761, shall have the same meaning in this document as in those statutes and rules as on the date this Restrictive Covenant is made.

Summary of Response Activities

Several environmental assessments of the Property and groundwater monitoring events were conducted between 1981 and 2017 to identify and document environmental conditions, and the



presence at the Property of substances posing an adverse environmental impact as a result of past operations.

Based on these assessments, soil was found to contain certain metals, volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), and PCBs in several discrete areas of the Property at concentrations exceeding the corresponding Part 201 nonresidential drinking water protection, groundwater-surface water interface protection, nonresidential volatilization to indoor air inhalation, non-residential direct contact and/or nonresidential particulate soil inhalation criteria. Concentrations of PCBs found in soil also exceeded the TSCA criteria for bulk PCB Remediation Waste in High Occupancy Areas without further conditions (40 CFR 761.61(1)(4)(i)). The horizontal and vertical extent of soil conditions exceeding non-residential direct contact and particulate soil inhalation criteria were delineated in 2013. Soil remediation activities conducted in 2012 and 2015 included the removal and off-site disposal of approximately 4 to 8 feet of impacted soil in select areas; a total of approximately 5,800 tons. These areas were backfilled and restored. Post-excavation soil sampling and analyses indicate the presence of certain metals and benzo(a)pyrene exceeding Part 201 non-residential direct contact and particulate soil inhalation criteria, and PCBs exceeding the TSCA criteria for bulk PCB Remediation Waste in High Occupancy Areas, without further conditions, remain in limited areas. See Exhibit 4 for locations where soil with concentrations of specific constituents exceed Part 201 non-residential direct contact and/or particulate soil inhalation cleanup criteria. An area in the northwestern portion of the Property containing exceedances of Part 201 cleanup criteria for protection of the groundwater-surface water interface is a concern because of the proximity of the area to Cole Drain, which runs near the northwestern Property boundary.

Based on the environmental assessments and groundwater monitoring, groundwater at the Site was found to contain VOCs, PAHs, and/or metals exceeding Part 201 non-residential drinking water criteria and/or the groundwater-surface water interface criteria.

Based on past observation of LNAPL in monitoring wells at the Property, residual LNAPL, as defined in MDEQ's June 2014 Non-Aqueous Phase Liquid (NAPL) Characterization, Remediation, and Management for Petroleum Releases, RRD Resource Materials-25-2014-01, may remain on the Property. As of the date of this Restrictive Covenant there is no observable LNAPL in monitoring wells at the Property. The Potential Residual LNAPL Area is described and illustrated in Exhibit 5. This LNAPL contains mineral spirits/mineral seal oil and/or hydraulic oil. Contaminants present in the Potential Residual LNAPL Area were properly characterized and assessed, and will remain in place at the Property. The potential for the presence of residual LNAPL exists from approximately seventeen (17) to twenty-five (25) feet below ground surface (approximately from 655 to 663 feet above mean sea level, at the time this Restrictive Covenant was recorded. The restrictions provided for in this Restrictive Covenant serve to prevent unacceptable exposure to hazardous substances as a result of possible conditions created by the potential presence of residual LNAPL in soil and groundwater that may exceed the unrestricted nonresidential criteria under Section 20120a(1)(a) of NREPA.

At the time this Restrictive Covenant was recorded, RACER was pursuing a No Further Action determination for the Property from MDEQ.

NOW THEREFORE,

Declaration of Land Use or Resource Use Restrictions

Grantor as the current fee title holder of the Property hereby declares and covenants that the Property shall be subject to the following restrictions and conditions and intends that said restrictions and covenants shall run with the land, and may be enforced, as provided herein, in perpetuity against the Owner by the following entities: (1) MDEQ; (2) USEPA; (3) WBRA; and (4) RACER or its successor.

1. Land Use Prohibitions. The Owner shall not make any use and shall prohibit all uses of the Property that are not compatible or consistent with the exposure assumptions for the nonresidential cleanup criteria established pursuant to Section 324.20120a(1)(b) of NREPA, and generally described in the Description of Allowable Uses, attached hereto as Exhibit 6.

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 31, 2013, and MAC R 299.5701 – R 299.5727, also effective December 31, 2013.

The Owner shall prohibit uses of the PCB Waste Remediation Areas delineated on Exhibit 2 (soil containing less than 10 milligrams/kilogram (mg/kg or ppm) PCBs) not consistent with Low Occupancy, as defined in 40 CFR 761.3. The Owner must apply to USEPA, under 40 CFR 761.61(a), for approval to change the Low Occupancy use restriction.

2. Notification of PCB Remediation Waste. This provision provides the notification required by 40 CFR Part 761.61(a)(8)(i)(A) that PCB Remediation Waste is present on the Property. PCB Remediation Waste (soil containing less than 10 ppm) is present in two areas at the Property as delineated in Exhibit 2 (the "PCB Remediation Waste Areas"). These areas are designated Low Occupancy Areas.
3. Activities Prohibited. The Owner shall prohibit activities on the Property that may result in exposures above the nonresidential land use category and, for Low Occupancy levels for the PCB Remediation Waste Areas. These prohibited activities include:
 - a. No drinking water or irrigation wells exist on the Property at the time of the execution of this Restrictive Covenant and no drinking water or irrigation wells may be installed or used on the Property.



20170831-0073657

Lisa Posthumus Lyons P:6/21 3:58PM
Kent Cnty MI Rgstr 08/31/2017 SEAL

- 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, if any, may be relocated on the Property except as provided for under Part 201, Section 20120c, MCL 324.20120c.
- d. No "treatment", "storage", "disposal", or "release" of any Hazardous Substances, on, at, or below the Property, in a manner that would require a permit under the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.* ("RCRA"), or equivalent state law, except pursuant to a plan or permit approved in writing by MDEQ as provided by applicable laws, rules and regulations.
- e. No construction or occupying any structure on the Property without first completing one of the following options. Option 1: Evaluate and demonstrate to the satisfaction of MDEQ, 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. Option 2: With concurrence from the MDEQ, 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, until MDEQ concurs that it is no longer necessary in accordance with Option 1, 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 building constructed on the property after the date of this Restrictive Covenant.
- f. No removal of the existing surface cover or activities that otherwise increase infiltration in the Infiltration Management Area, which is delineated in Exhibit 3. The existing surface cover in the Infiltration Management Area shall be maintained so that the cover minimizes infiltration. New or different surface cover that is equally or more effective as the existing cover in preventing

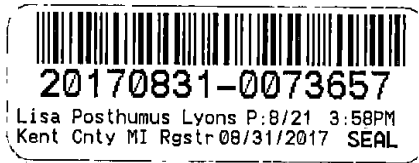


20170831-0073657

Lisa Posthumus Lyons P:7/21 3:58PM
Kent Cnty MI Restr 08/31/2017 SEAL

infiltration may be installed if the new or different cover is approved by MDEQ. In addition, the Owner shall not construct or install subgrade utilities, structures or other features in the Infiltration Management Area unless the construction incorporates engineering controls designed to eliminate the potential for perched water to enter the utility and/or migrate along the utility corridor, or for the utility/structure/feature to release fluids that could infiltrate through the subsurface and exacerbate impacts to groundwater. The construction details for any such utility, structure or feature shall be approved by MDEQ prior to its construction.

- g. No excavation or other intrusive activity within the PCB Remediation Waste Areas unless such work is performed in compliance with 40 CFR 1910.120, and shall not result in the exposure to workers not wearing required personal protective equipment (PPE).
- h. No disturbing or damaging any monitoring wells (if present) on the Property without the prior written approval of MDEQ. If reasonably needed to accommodate development of the Property, Grantor or the Owner may request in writing to MDEQ and RACER at the addresses provided in Paragraph 7, to relocate or remove RACER's monitoring wells. MDEQ, after considering any written comments made by RACER, may approve such a request. RACER, MDEQ, and USEPA shall be provided access by the Owner to and use of any relocated monitoring wells.
4. Removal of Pavement. If the Owner elects to remove any slabs, pavement or other impervious surface on the Property, Owner shall be responsible for any and all obligations under environmental laws arising from any such removal, alteration or disturbance, whether or not caused by, arising from or related to, an environmental condition.
5. Contaminated Soil Management. The Owner shall manage contaminated soils, media and/or debris (if any) and all other soils located on the Property in accordance with any applicable requirements of Part 111, 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 USC 6901 *et seq.*, the administrative rules promulgated pursuant to Part 111 and RCRA, TSCA, and all other relevant state and federal laws, including but not limited to MCL 324.20120c.
6. Access. The Owner shall grant MDEQ, USEPA, WBRA, and RACER the right to enter the Property at reasonable times: (1) to conduct and complete any and all response activities, together with any reasonably needed ingress and egress to the Property; and (2) for the purpose of determining and monitoring compliance with this Restrictive Covenant, including the right to take samples and, inspect any records relating thereto, and to perform any actions necessary to maintain compliance with Part 111 and Part



201, or 40 CFR 761. To the extent reasonably feasible, such entry shall occur at times and under conditions as are reasonably acceptable to the Owner and occupants of the Property and in compliance with security, safety, and other protocols of the Owner and occupants of the Property.

7. 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 USEPA Identification Number: MID006020408; and MDEQ Reference Number: RC-RRD-201-17-006; and shall be served either personally, or sent via first class mail, postage prepaid, as follows:

For MDEQ:

Michigan Department of Environmental Quality
Remediation and Redevelopment Division
350 Ottawa N.W.
Grand Rapids, MI 49503

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 WBRA:

City of Wyoming Brownfield Redevelopment Authority
c/o City Manager
1155 28th Street
Wyoming, MI 49509

with a copy to:

City of Wyoming
c/o City Clerk
1155 28th Street



20170831-0073657

Lisa Posthumus Lyons P:9/21 3:58PM
Kent Cnty MI Rgstr 08/31/2017 SEAL

Wyoming, MI 49509

For RACER:

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

- 8. Conveyance of Property Interest. The Owner shall provide notice to the MDEQ, USEPA, WBRA, and RACER at the addresses provided in Paragraph 7, of the Owner's intent to transfer any interest in the Property at least fourteen (14) days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without providing the prospective grantee a copy of this Restrictive Covenant and referring the prospective grantee to MCL 324.20116. The notice required to be made under this Paragraph shall include a statement that the notice is being made pursuant to the requirements 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 KENT COUNTY REGISTER OF DEEDS, LIBER _____, PAGE _____.

The Owner shall provide a copy of this Restrictive Covenant to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest.

- 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.
- 10. Modification/Release/Rescission. Grantor or Owner may request in writing to MDEQ and RACER, with a copy to USEPA and WBRA at the addresses provided in Paragraph 7, modifications to, or release or rescission of, this Restrictive Covenant. This Restrictive Covenant may be modified, released or rescinded only with the written



20170831-0073657

Lisa Posthumus Lyons P:10/21 3:58PM
Kent Cnty MI Rgstr 08/31/2017 SEAL

approval of MDEQ and RACER, after considering any written comments made by USEPA and WBRA. A modification of any provision of this Restrictive Covenant concerning requirements under TSCA or RCRA or affecting the PCB Remediation Waste Areas shall require approval of USEPA and RACER, and any request for such a modification shall be made to USEPA and RACER, with copies to the MDEQ and WBRA. RACER shall approve a modification, release, or rescission of this Restrictive Covenant in support of the Property's redevelopment, unless RACER in good faith reasonably believes that by so approving, the scope of RACER's environmental obligations with respect to the Property, and the associated costs of such obligations, would expand beyond RACER's allocated "Minimum Estimated Property Funding" and "Reserve Property Funding" for the Property. 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, USEPA, WBRA, and RACER, at the addresses provided Paragraph 7.

11. Compliance with this Restrictive Covenant and Applicable Due Care Obligations. The Owner shall at all times comply with the conditions and restrictions of this Restrictive Covenant and the applicable due care obligations under Section 20107a of NREPA and CERCLA, 42 U.S.C. §§ 9601, *et seq.* Owner shall maintain records of its applicable due care activities and shall supply copies of any records documenting such compliance upon request from MDEQ, USEPA, WBRA, or RACER.
12. Enforcement. MDEQ, USEPA, WBRA, and RACER 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 current and 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.
13. Severability. If any provision of this Restrictive Covenant is held to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions of this Restrictive Covenant and all other provisions shall continue to remain in full force and effect.
14. Limitation on RACER's Liability. RACER's and the Administrative Trustee's liability are limited by the terms and conditions of the Settlement Agreement, which are incorporated herein by reference.
15. Authority to Execute Restrictive Covenant. The execution of this Restrictive Covenant by the WBRA was authorized by a resolution of the WBRA Board of Directors at a meeting held on June 19, 2017.
16. 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



20170831-0073657

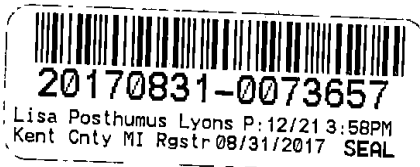
Lisa Posthumus Lyons P:11/21 3:58PM
Kent Cnty MI Rgstr 08/31/2017 SEAL

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

- b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Restrictive Covenant shall be liberally construed to affect the purpose of this Restrictive Covenant, and the policy and purpose of TSCA, RCRA, and the land use restrictions and prospective use limitations required by Part 201. If any provision of this Restrictive Covenant is found to be ambiguous, an interpretation consistent with the purpose of this Restrictive Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

- c) Entire Agreement. This Restrictive Covenant and its attachments and appendices supersedes all prior discussions, negotiations, understandings, or agreements relating specifically to this Restrictive Covenant, all of which are merged herein.

[signature page follows]



IN WITNESS WHEREOF, WBRA has caused this Restrictive Covenant, MDEQ Reference Number: RC-RRD-201-17-006, to be executed on this 7th day of August, 2017. *August*

CITY OF WYOMING BROWNFIELD REDEVELOPMENT AUTHORITY

By: *Tom Brann*
Tom Brann, Chairperson

By: *Megan Sall*
Megan Sall, Secretary

STATE OF MICHIGAN _____)
COUNTY OF KENT _____) ss.

The foregoing instrument was acknowledged before me this 7th day of August, 2017, by Tom Brann and Megan Sall, the Chairperson and Secretary, respectively of the Board of Directors of City of Wyoming Brownfield Redevelopment Authority, on behalf of said authority.

Notary Public: *Jennifer R. Stowell*

JENNIFER R. STOWELL
NOTARY PUBLIC - STATE OF MICHIGAN
OTTAWA COUNTY
MAY 18, 2018

My commission expires: *May 18, 2018*

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

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

When Recorded Return To: *P. Cadeva*
First American Title Insurance Company
National Commercial Services
900 Wilshire Drive, Suite 260
Troy, MI 48064
File No. NCS *866946*



20170831-0073657

Lisa Posthumus Lyons P:13/21 3:58PM
Kent Cnty MI Rgstr 08/31/2017 SEAL

EXHIBIT 1

LEGAL DESCRIPTION AND ILLUSTRATION OF PROPERTY

Land situated in the City of Wyoming, Kent County, Michigan and more particularly described as follows:

300 36th St SW – Tax identification number - 41-17-24-201-007

78THAT PART OF W 1/2 NE 1/4 LYING E OF E LINE OF CONRAIL RR RW / 100 FT WIDE/ & LYING S OF SLY LINE OF 36TH ST /100 FT WIDE/ EX COM AT INT OF S LINE OF NE 1/4 & W LINE OF BUCHANAN AVE / 80 FT WIDE/ TH N 87D 59M 30S W ALONG E&W 1/4 LINE 828.27 FT TH N 47D 10M 30S E 46.67 FT TO N LINE OF S 33 FT OF NE 1/4 TH S 87D 49M 30S E 695.3 FT TH NELY 125.8 FT ALONG A 101.8 FT RAD CURVE LT /LONG CHORD BEARS N 56D 46M 24S E 117.95 FT/ TO W LINE OF SD AVE TH SLY 101.4 FT TO BEG * SEC 24 T6N R12W 74.92 A. * ALSO LOTS 147 TO 152 INCL & PART OF LOTS 144 145 146 153 154 & 155 & PART OF VACATED PORTIONS OF FLOYD ST & 40TH ST & DR LYING W OF LOTS 148 & 149 ALL BEING DESC AS - COM AT NW COR OF SD PLAT TH S 87D 49M 30S E ALONG N LINE OF SD PLAT 358.58 FT TO WLY LINE OF RELOCATED STAFFORD AVE /66 FT WIDE/ TH SWLY ALONG WLY LINE OF SD AVE 37.04 FT ALONG A 165.0 FT RAD CURVE LT /LONG CHORD BEARS S 48D 52M 25S W 36.97 FT TH S 42D 26M 30S W ALONG SD WLY LINE 243.88 FT TH SWLY ALONG SD WLY LINE 117.22 FT ALONG A 290.59 FT RAD CURVE LT /LONG CHORD BEARS S 30D 53M 08S W 116.42 FT/ TO A PT 16.51 FT S 0D 02M 30S E & 0.43 FT S 87D 49M 30S E FROM SW COR OF LOT 146 TH N 87D 49M 30S W PAR WITH S LINE OF LOT 148 & SD S LINE EXT 132.43 FT TO W LINE OF SD PLAT TH N 313.78 FT M/L TO BEG * MCQUEEN DOYLE PARK NO.1*

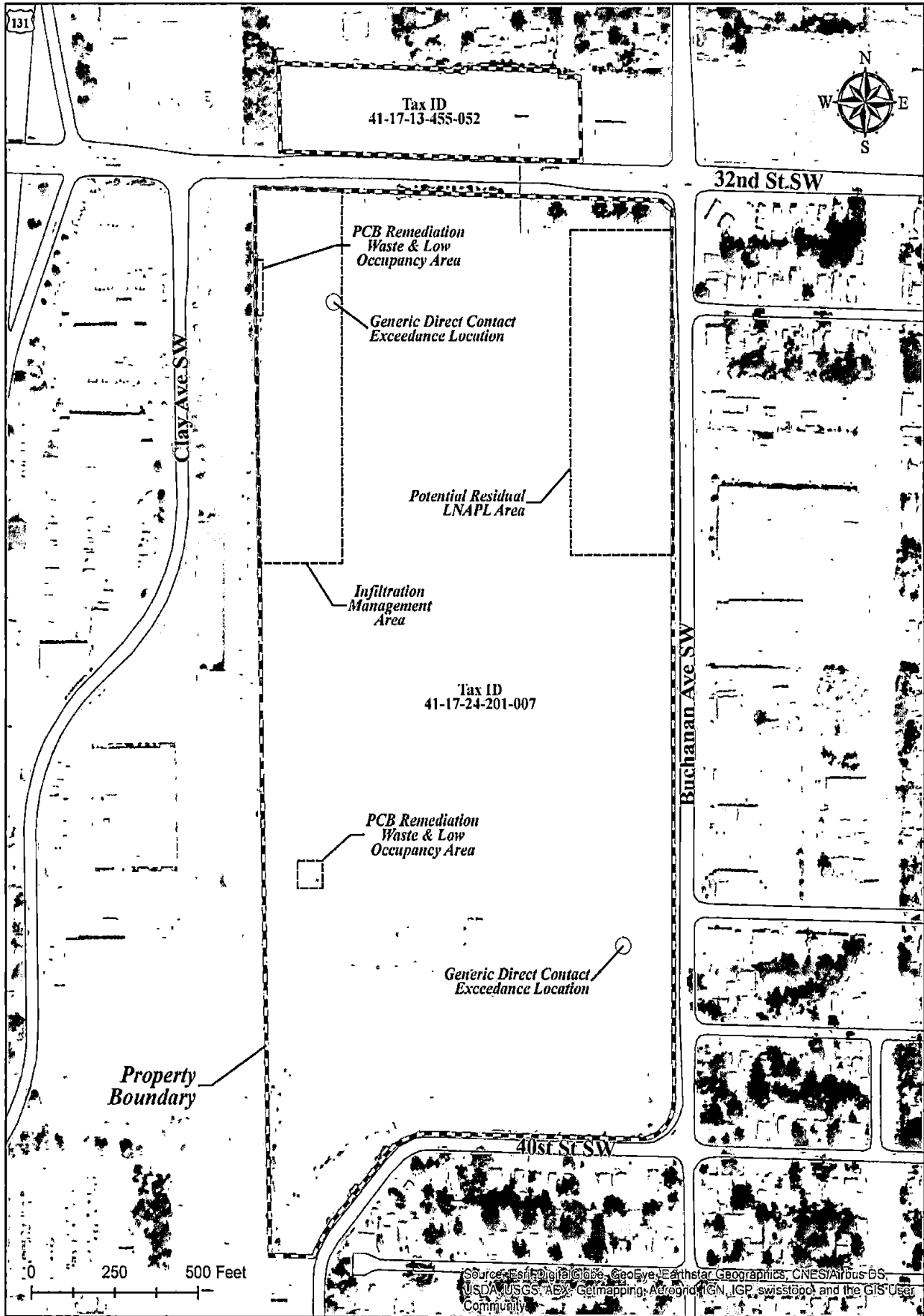
301 36th St SW – Tax identification number - 41-17-13-455-052

411713455052 LOT 883 EX N 9 FT ALSO LOT 884 & 885 ALSO THAT PART OF LOTS 886 TO 891 INCL LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO LOTS 892 & 893 ALSO LOT 894 EX N 9 FT ALSO LOT 922 ALSO THAT PART OF LOT 923 LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO THAT PART OF VACATED PORTION OF HILLCROFT AVE /60 FT WIDE/ DESC AS - COM 249 FT N ALONG E LINE OF SD AVE FROM SW COR OF LOT 891 TH S ALONG SD E LINE TO N LINE OF 36TH ST /100 FT WIDE/ TH W ALONG SD N LINE TO W LINE OF SD VACATED AVE TH N ALONG SD W LINE TO A PT 249 FT N ALONG SD W LINE FROM SE COR OF LOT 923 TH E TO BEG ALSO THAT PART OF VACATED PORTION OF BIRCHWOOD AVE /60 FT WIDE/ DESC AS - COM AT SE COR OF LOT 885 TH N ALONG W LINE OF SD VAC AVE 122 FT TH E TO A PT ON E LINE OF SD VACATED AVE 122 FT N ALONG SD E LINE FROM SW COR OF LOT 842 TH S ALONG E LINE OF SD VACATED ST TO SW COR OF LOT 841 & TO N LINE OF 36TH ST /100 FT WIDE/ TH W ALONG SD N LINE TO W LINE OF SD VACATED ST TH N TO BEG * HOME ACRES NO.2 SPLIT ON 07/02/2009 FROM 41-17-13-455-044, 41-17-13-455-046, 41-17-13-455-048; SPLIT/COMBINED ON 01/08/2013 FROM 41-17-13-455-050, 41-17-13-455-049, 41-17-13-455-051;



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Lisa Posthumus Lyons P:14/21 3:58PM
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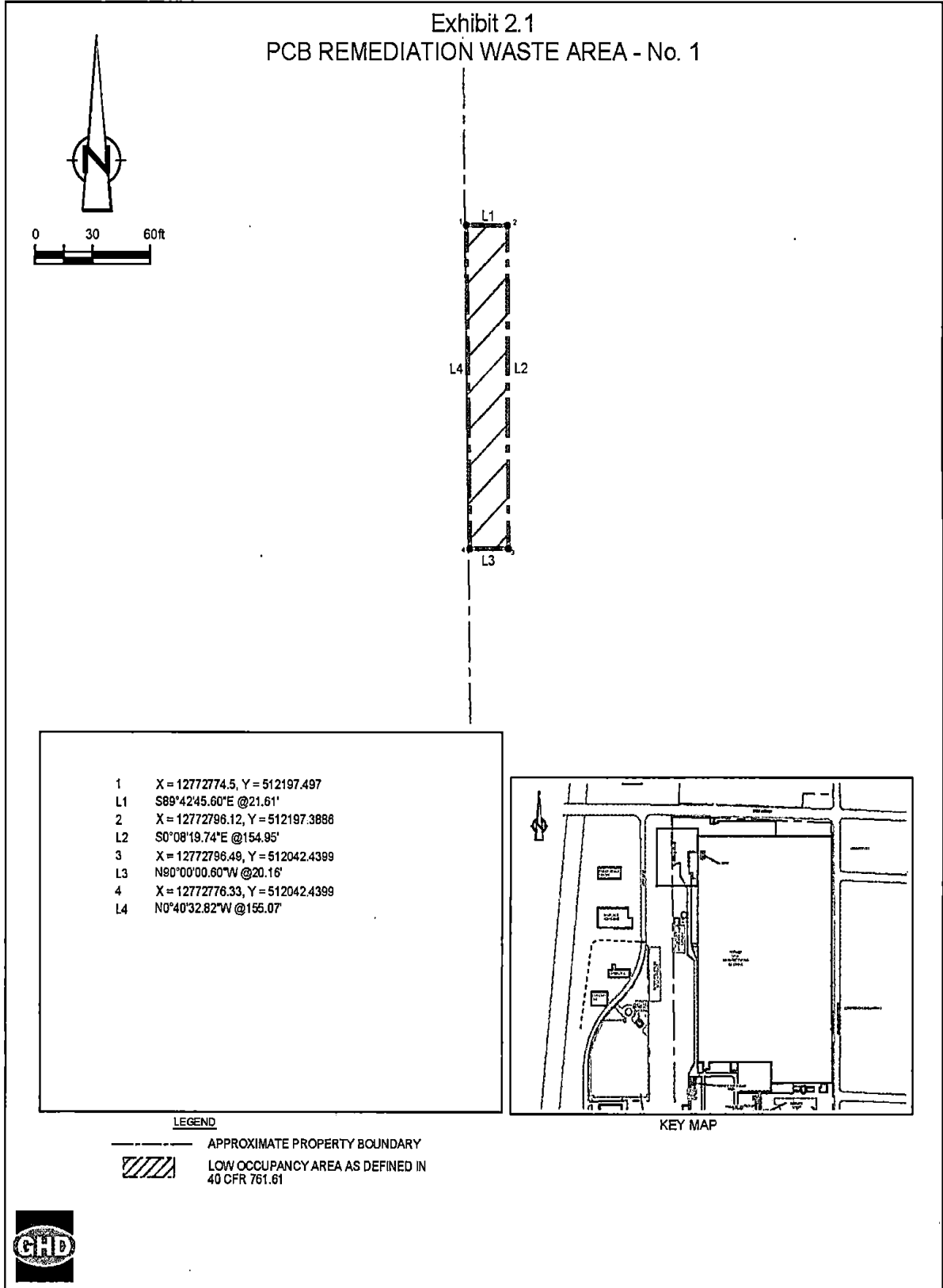


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Kent Cnty MI Rgstr 08/31/2017 SEAL

EXHIBIT 2

DESCRIPTION AND ILLUSTRATION OF PCB WASTE REMEDIATION AREAS

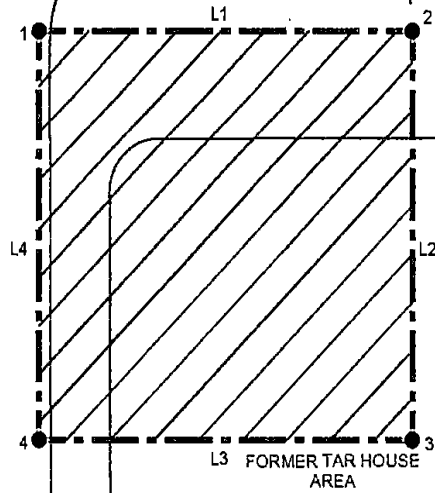
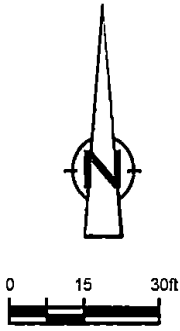




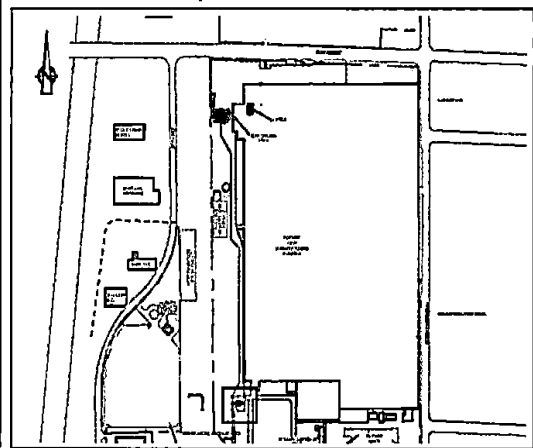
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Lisa Posthumus Lyons P:16/21 3:58PM
Kent Cnty MI Rgstr 08/31/2017 SEAL

Exhibit 2.2 PCB REMEDIATION WASTE AREA - No. 2



- 1 X = 12772905.4592, Y = 510552.5195
- L1 N90°00'00.00"E @75.03'
- 2 X = 12772980.4935, Y = 510552.5185
- L2 S0°00'00.00"E @75.10'
- 3 X = 12772980.4935, Y = 510477.4171
- L3 N90°00'00.00"W @75.03'
- 4 X = 12772905.4592, Y = 510477.4171
- L4 N0°00'00.00"E @75.10'



LEGEND

- APPROXIMATE PROPERTY BOUNDARY
- LOW OCCUPANCY AREA AS DEFINED IN 40 CFR 761.61



017360LT12/PRES003/GEN/DEF002 OCT 28 2015

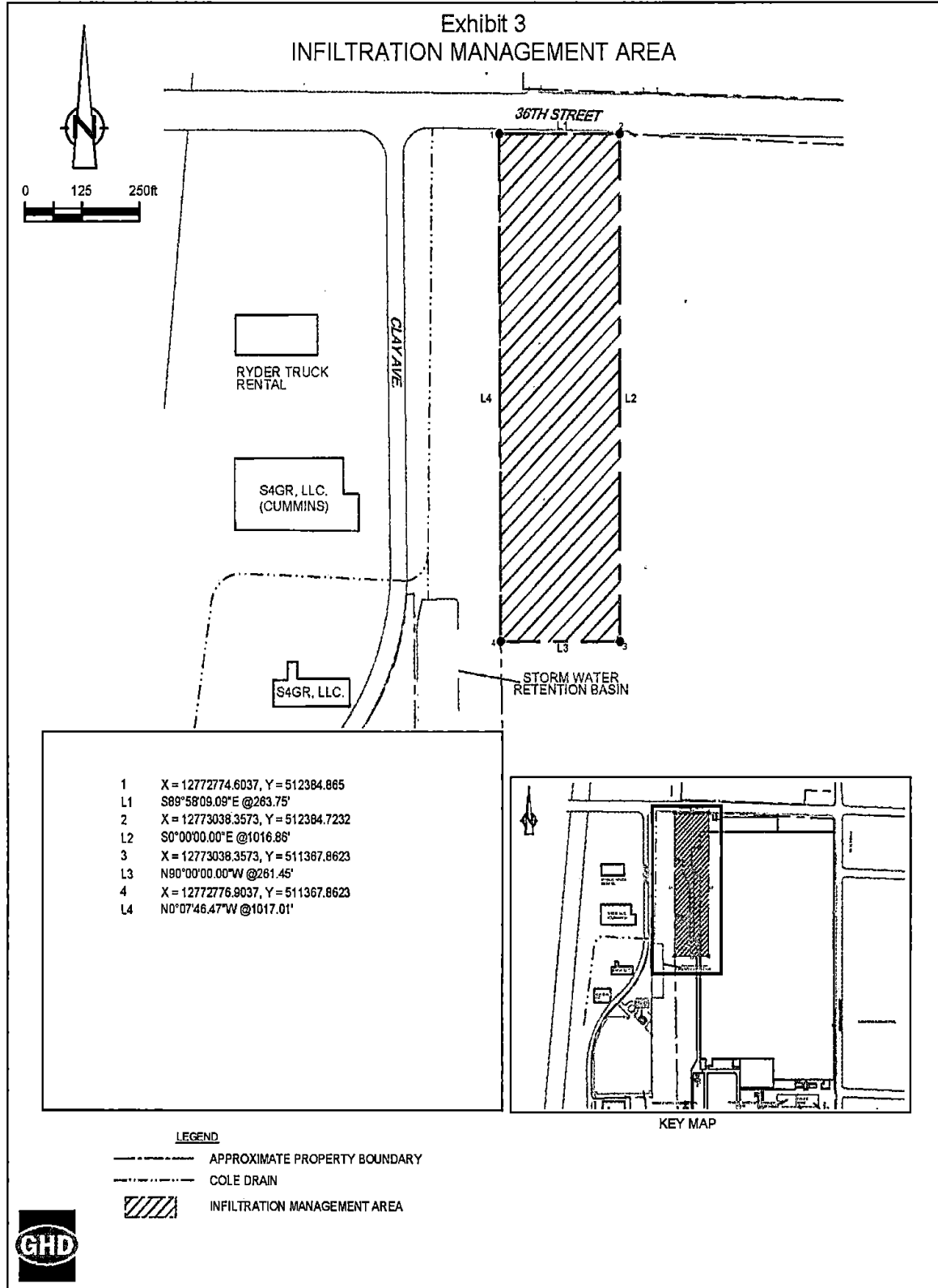


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Lisa Posthumus Lyons P:17/213:58PM
Kent Cnty MI Rgstr 08/31/2017 SEAL

EXHIBIT 3

DESCRIPTION AND ILLUSTRATION OF INFILTRATION MANAGEMENT AREA



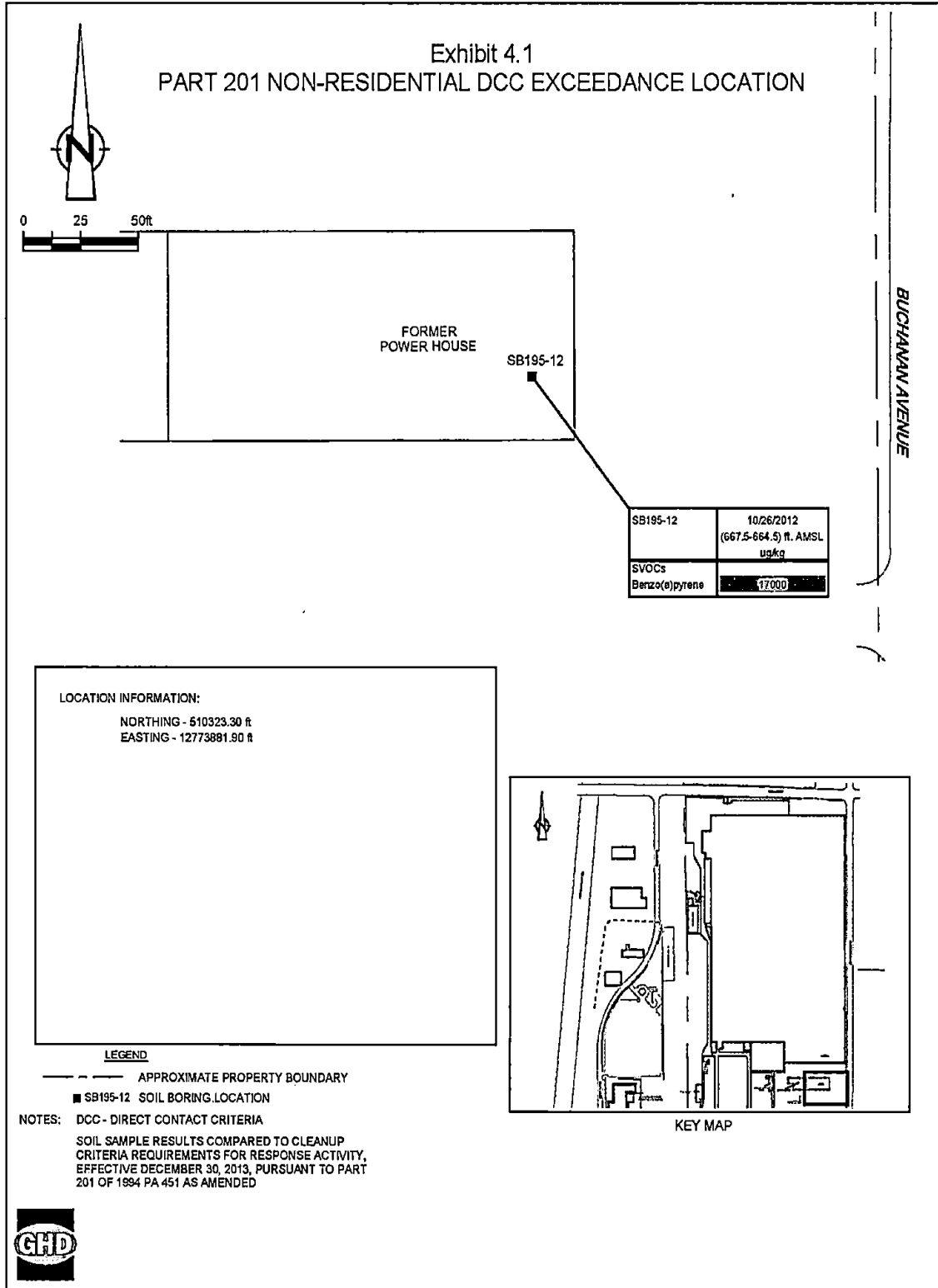


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Lisa Posthumus Lyons P:18/21 3:58PM
Kent Cnty MI Rgstr 09/31/2017 SEAL

EXHIBIT 4

SOIL SAMPLE LOCATIONS WITH CONCENTRATIONS THAT EXCEEDED THE PART 201 NONRESIDENTIAL SOIL DIRECT CONTACT AND/OR PARTICULATE SOIL INHALATION CLEANUP CRITERIA



017360-T12/PRES003\GN-DE004 OCT 29/2015

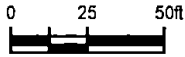


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Lisa Posthumus Lyons P:19/21 3:58PM
Kent Cnty MI Rgstr 08/31/2017 SEAL

Exhibit 4.2

PART 201 NON-RESIDENTIAL DCC AND PSIC EXCEEDANCE LOCATION

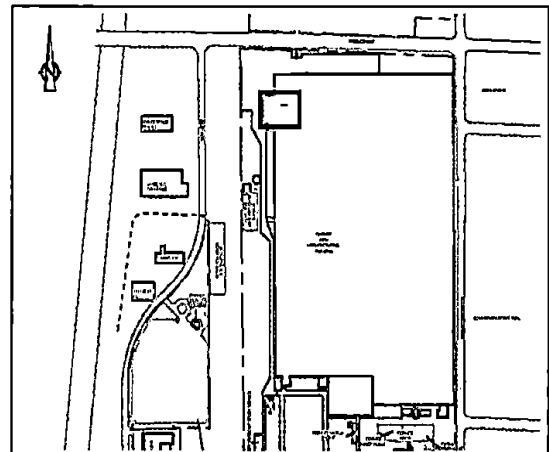


SB297-13

SB297-13	10/23/2013 (668.38-666.38) ft. AMSL ug/kg
Metals	
Chromium	2700000/2000000
Lead	2300000/1540000
Manganese	6200000/3600000

LOCATION INFORMATION:

NORTHING - 512080.87 ft
EASTING - 12773014.24 ft



KEY MAP

LEGEND

■ SB297-13 SOIL BORING LOCATION

NOTES: DCC - DIRECT CONTACT CRITERIA
PSIC - PARTICULATE SOIL INHALATION CRITERIA

SOIL SAMPLE RESULTS COMPARED TO CLEANUP
CRITERIA REQUIREMENTS FOR RESPONSE ACTIVITY,
EFFECTIVE DECEMBER 30, 2013, PURSUANT TO PART
201 OF 1994 PA 451 AS AMENDED



017360-T12(PRES003)GN-DE005 OCT 29/2015

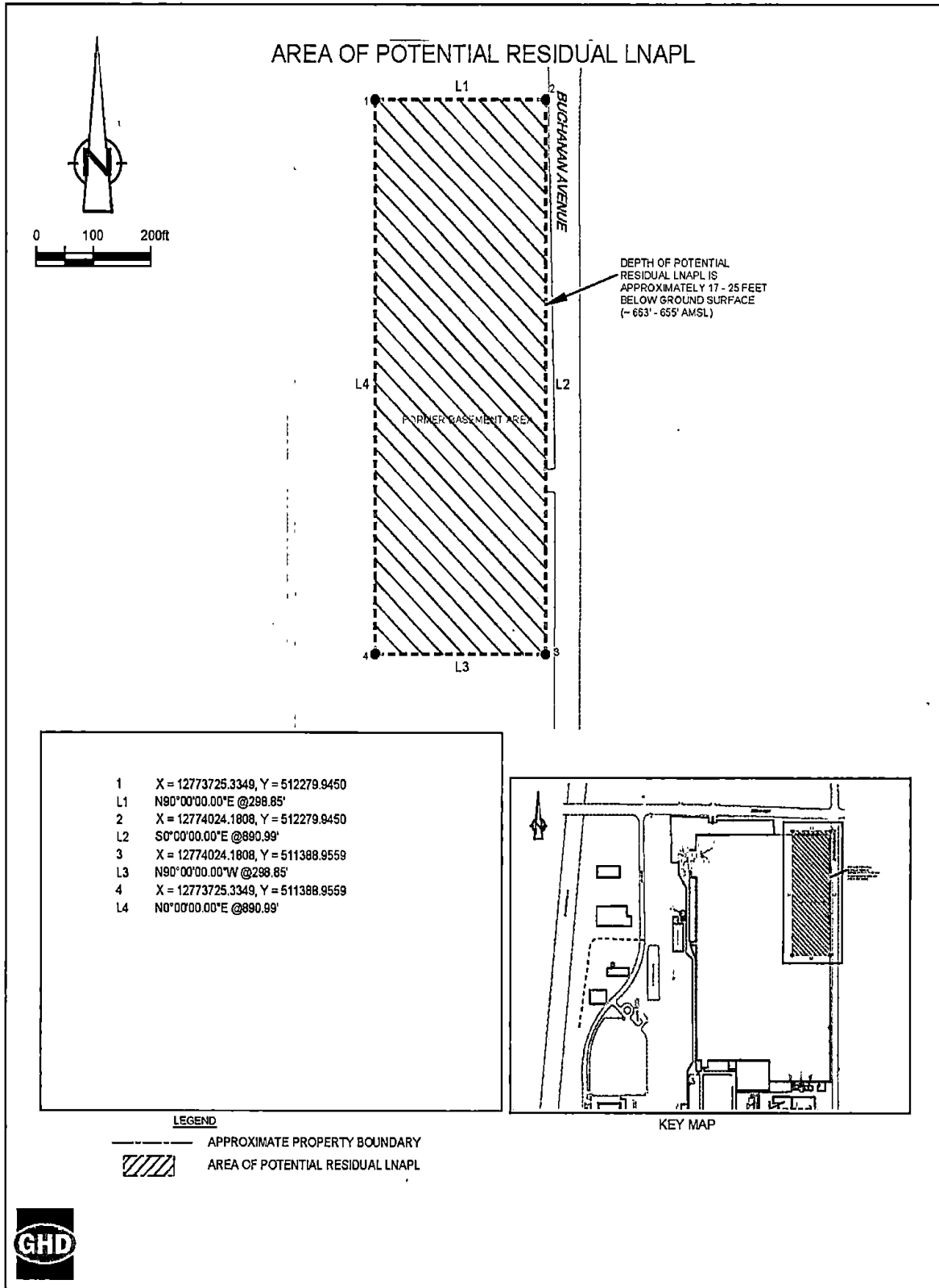


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Lisa Posthumus Lyons P:20/21 3:58PM
Kent Cnty MI Rstr 08/31/2017 SEAL

EXHIBIT 5

POTENTIAL RESIDUAL LNAPL



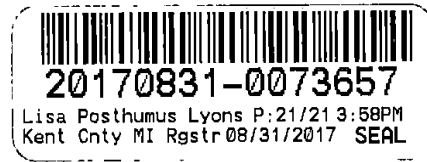


EXHIBIT 6

DESCRIPTION OF ALLOWABLE USES

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

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

Low Occupancy Area: As defined in 40 CFR 761.3, low occupancy area means any area where PCB Remediation Waste has been disposed of on-site and where occupancy for any individual not wearing dermal and respiratory protection for a calendar year is: less than 840 hours (an average of 16.8 hours per week) for non-porous surfaces and less than 335 hours (an average of 6.7 hours per week) for bulk PCB Remediation Waste. Examples could include an electrical substation or a location in an industrial facility where a worker spends small amounts of time per week (such as an unoccupied area outside a building, an electrical equipment vault, or in the non-office space in a warehouse where occupancy is transitory).

GRAPIDS 57721-12 456931v1