



DECLARATION OF RESTRICTIVE COVENANT

MDEQ Reference Number: RC-RRD-201-18-046

Site Identification Number: 73000014

MDEQ Approval Date: April 8, 2019

This Declaration of Restrictive Covenant (Restrictive Covenant) has been recorded with the Saginaw County Register of Deeds for the purpose of protecting public health, safety, and welfare, and the environment. This Restrictive Covenant has been prepared to prevent damage to or disturbance of any component of the constructed remedy/corrective measures, to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination present at the real property located at 79 West Center Street, Saginaw, MI 48602, Tax Parcel Identification Number: 19-2231-001(00), legally described and illustrated in Exhibit 1 (Property or Site). Exhibit 1 also contains an illustration of the Property and adjoining RACER Trust properties for reference.

This Restrictive Covenant is made by RACER Properties LLC, whose address is 500 Woodward Avenue, Suite 2650, Detroit, MI 48226, the Grantor and an entity wholly owned by the Revitalizing Auto Communities Environmental Response Trust (RACER Trust) and the current fee title holder of the Property, for the benefit of the Grantee, State of Michigan, Department of Environmental Quality (MDEQ), whose address is 525 West Allegan Street, P.O. Box 30473, Lansing, MI 48909-7973.

The Property is associated with MDEQ Site Identification Number 73000014 for which response activities were conducted pursuant to Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 *et seq.* Recording of this Restrictive Covenant is designed to prevent damage or disturbance to the soil cover and permanent markers; to restrict future use of the Property to nonresidential use as defined pursuant to Part 201 or passive recreational use; and to restrict exposures to groundwater and soil on the Property. The 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 due care requirements of Section 20107a of NREPA.

The land and resource use restrictions contained in this Restrictive Covenant are based upon information available and the response activities and corrective actions 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 response activities or corrective actions; future changes in the environmental condition of the Property or changes in the cleanup criteria developed under Part 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 or welfare, or the environment. Additional restrictions may become necessary. Information pertaining to environmental conditions of the Property, response activities and corrective actions undertaken at the Property is on file with MDEQ, Remediation and Redevelopment Division, Saginaw Bay District Office.

Based on the results of Site investigations, the Property contains hazardous substances in soil and groundwater in excess of the concentrations developed as the unrestricted residential criteria and nonresidential or passive recreational concentrations developed as the Site-specific criteria under Section 20120a(1)(a) and 20b of NREPA. Exhibit 2 is a list of hazardous constituents in soil or groundwater at the Property above Site-specific nonresidential and Site-specific recreational cleanup criteria, which were developed pursuant to NREPA and approved by MDEQ.

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.

Summary of Response Activity/Corrective Measures

The Property was formerly part of the Delphi Automotive Systems Plant 2 property. Field investigations at the Property were initiated in November 1997, pursuant to the Remedial Investigation (RI) Work Plan, (Blasland, Bouck and Lee, Inc. (BBL), 1997). A series of investigations have been completed to further investigate the extent and potential source(s) of the constituents detected on the Property. In January 2005, a *Notice of Migration of Contamination* was submitted by Delphi indicating VOC contamination is likely migrating onto the Property from the adjoining Delphi property. Additional soil and groundwater investigations were completed between 2005 and 2014. Based on the *Groundwater Surface Water Investigation Evaluation* (Arcadis, 2014) report submitted to and approved by MDEQ, additional evaluation of metals in the groundwater is not warranted. Lead-impacted soil was removed and a soil cover was installed on portions of the Property in May 2015 to address elevated lead concentrations in the surface soils of portions of the Property. Additional investigations were completed in 2017 and 2018 to further characterize lead-impacted soil. Additional excavation and placement of soil cover was completed in 2018.

Site investigations within the Saginaw River watershed have identified the presence of dioxins and furans in areas subject to flooding. These constituents were released at an off-Property, upstream source and were distributed with flood water from the Saginaw River and upstream tributaries. These constituents have not been investigated at this Property, however the Property is in the 100-year floodplain.

The following table lists the restrictions, prohibitions, notifications, requirements and limitations necessary for the Property.

Property Area / Exhibit	Exposure Pathway Addressed	Restrictions/Prohibitions/ Notifications/Requirements/ Limitations
Property-Wide / Exhibit 1	<ul style="list-style-type: none"> • Land Use • Groundwater Use • Soil Vapor Intrusion 	<ul style="list-style-type: none"> • Restricts land use to non-residential and passive recreational • Restricts installation or use of wells or other devices to withdraw groundwater • Prohibit intrusive activities • Require soil management when conducting intrusive activities • Require compliance with Due Care obligations • Require activities be completed in accordance with safety requirements as applicable • Prohibit activities that interfere with, damage or disturb remedy components, including but not limited to soil cover and permanent markers • Restricts construction of subsurface features that would create preferential groundwater migration pathways • Prohibit construction of any building or structure for human occupation, but if construction of a building or structure is specifically approved (see Paragraph 2.e.), a soil vapor intrusion assessment must be completed and/or engineering controls must be implemented prior to constructing or occupying any buildings or structures on-Site
Lead-Impacted Soil Area / Exhibit 5	<ul style="list-style-type: none"> • Direct Contact 	<ul style="list-style-type: none"> • Require soil cover

At the time this Restrictive Covenant was recorded, RACER Trust was working with MDEQ to obtain applicable completion approval pursuant to the requirements of Part 201.

Definitions

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

"Grantor" shall mean RACER Properties LLC, an entity wholly-owned by RACER Trust and 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.

"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) of the Property or any portion thereof, including any lessees and those persons or entities authorized to act on the title holder's behalf.

"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 RACER 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 201 of NREPA; or the Part 201 Administrative Rules, Michigan Administrative Code, 2013 Annual Administrative Code Supplement (AACS) R 299.1 – R 299.50, shall have the same meaning in this document as in Parts 3 and 201 of NREPA and the Part 201 Administrative 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 and resources 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 or consistent with the exposure assumptions for the Site-specific nonresidential cleanup criteria (see Nonresidential Use Risk Evaluation, Saginaw Malleable Industrial Land, Green Point Landfill, and Peninsula Properties, ARCADIS, October 10, 2018, and Addendum 1 to the Nonresidential Use Risk Evaluation Report, Arcadis, February 15, 2019) or the exposure assumptions for the Site-specific recreational criteria (see Recreational Use Risk Evaluation, Saginaw Malleable Industrial Land, Green Point Landfill, and Peninsula Properties, ARCADIS, September 18, 2017), both established pursuant to Section 324.20120b of NREPA and approved by MDEQ. Uses that are compatible with the Site-specific nonresidential and recreational cleanup criteria are generally described in Exhibit 3 (Description of Allowable Uses).
2. Activities Prohibited. Owner shall prohibit activities on the Property that may damage or disturb any component of the constructed remedy or that may result in exposures to hazardous substances above the Site-specific nonresidential or Site-specific recreational cleanup criteria, or activities that interfere with, disturb or damage any element of the corrective measures, including the performance of operation and maintenance activities,

monitoring or other measures necessary to ensure the effectiveness and integrity of the completed remedial action. These prohibited activities include:

- a. Installation or use of drinking water wells. There were no drinking water wells at the Property at the time this Restrictive Covenant was recorded.
- b. Installation or use of groundwater extraction wells or other devices for any purpose, 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. There were no groundwater extraction wells or other devices at the Property at the time this Restrictive Covenant was recorded except for wells that are a part of an MDEQ approved response activity.
- c. Activities that would remove, cover, obscure or otherwise alter or interfere with the permanent markers to be placed at the Property at the location identified in Exhibit 4.
- d. Any excavation or other intrusive activities in areas where intrusive activities are prohibited, including but not limited to removal, disturbing, damaging, interfering or otherwise negatively affecting the integrity, effectiveness and operation of the exposure barrier (soil cover), or monitoring wells, except if such activities are temporary (less than sixty (60) days in duration), are part of an MDEQ-approved response activity, are conducted in accordance with all applicable environmental laws, do not cause or result in a new release, exacerbation of any pre-existing environmental condition or any other violation of environmental laws, and are approved by RACER Trust in writing in advance, and repaired to at least the pre-disturbance condition within fourteen (14) days of work completion. The Owner will provide notice to MDEQ of any activities covered by this provision. Intrusive activities are prohibited at the Property as illustrated and described in Exhibit 1. The permanent marker locations are shown in Exhibit 4. The exposure barrier locations are shown and their respective reference elevations are identified in Exhibit 5.

The construction of the soil cover from the ground surface down to the top of the lead-impacted soil is as follows;

- i. A six-inch (6") thick layer of soil (the exposure barrier and spot elevations of the top of this layer are identified in Exhibit 5); and
- ii. A non-woven geotextile
- e. Construction of any building or structure for human occupation at the Property as illustrated and described in Exhibit 1 without prior written approval from MDEQ and RACER Trust.
- f. Removal of existing storm water inlet seals or storm sewer bulkheads, or use of sealed storm water inlets or inactive storm water sewer piping, if any.
- g. Construction, installation or maintenance of subsurface utilities, structures or other features (Subsurface Features), at the Property unless the activity is approved in writing in advance by MDEQ and RACER Trust, and such Subsurface Features

incorporates, as necessary and applicable, engineering controls designed to provide adequate protection for construction or maintenance workers, to eliminate the potential for any unacceptable exposures and a preferential contaminant migration pathway for impacted subsurface water or vapor, or to eliminate the potential for the Subsurface Feature to release fluids that could infiltrate through the subsurface and exacerbate impacts to groundwater.

- h. "Treatment", "storage", "disposal", or release of 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.
3. Soil Vapor Management. If pursuant to Paragraph 2.e. MDEQ and RACER Trust approve construction of a building or structure for human occupation at the Property the Owner shall not construct and/or occupy such building or structure 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. If the Owner relocates or allows contaminated soils, media and/or debris to be relocated on the Property the Owner shall manage or require management of the contaminated soils, media and/or debris in accordance with the applicable requirements of Section 20120c of NREPA; Part 111, Hazardous Waste Management, of NREPA; Toxic Substances Control Act, 15 USC 2601 *et seq.*; Subtitle C of the Resource Conservation Recovery Act, 42 U.S.C. Section 6901 *et seq.* (RCRA); the administrative rules promulgated thereunder; and all other relevant state and federal laws. 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 that are not otherwise prohibited from being removed per this Restrictive Covenant.
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 (again, HAZWOPER) if applicable, for excavation and other intrusive activities, and any other activities that could disturb materials at the Property.
6. Access. The Owner shall grant to MDEQ, RACER Trust and their representatives 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.

The 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 SAGINAW 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 and shall: include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant; include the Michigan Site Identification Number: 73000014 and MDEQ Reference Number: RC-RRD-201-18-046; and be served either personally, or sent via first class mail, postage prepaid, as follows:

For MDEQ:

Remediation and Redevelopment Division Director
Michigan Department of Environmental Quality
P.O. Box 30426
Lansing, MI 48909-7926

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

and

RACER Trust
P.O. Box 43859
Detroit, MI 48243

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 be modified, released or rescinded only with the written approval of MDEQ and RACER Trust.
10. Enforcement. Grantor is entitled to enforce the restrictions and covenants of this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against subsequent Owners of all or part of the Property. Grantor, on behalf of itself, and its successors in title, intends and agrees that MDEQ is entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against Grantor, as Owner, and thereafter against subsequent Owners of all or part of the Property. All remedies available hereunder shall be in addition to any and all other remedies at law or equity.
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 written approval of MDEQ and RACER Trust. Any approved modification to, or release or rescission of, this Restrictive Covenant shall be filed with the Saginaw County Register of Deeds by the Grantor or Owner and a certified copy of such modification or release or rescission 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. The liability of RACER Trust, RACER Properties LLC and the Administrative Trustee 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 Section 20107a of NREPA, MCL 324.20107a, under the applicable administrative rules including MAC R 299.51003, 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 United States as to the obligations referred 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, not limited to, administrative and judicial remedies under RCRA, CERCLA or Parts 111 and 201 of NREPA.

- b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Restrictive Covenant shall be liberally construed to effect 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 specifically relating 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-RRD-201-18-046, to be executed on this 10th day of April, 2019.

RACER PROPERTIES LLC

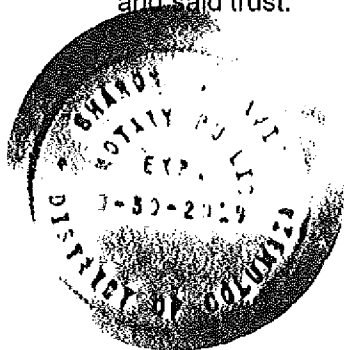
By: Revitalizing Auto Communities Environmental Response Trust,
Sole Member of RACER Properties LLC

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

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

DISTRICT OF Columbia)
) ss.
CITY OF _____)

The foregoing instrument was acknowledged before me this 10th day of April, 2019, 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 representative capacity as Administrative Trustee of Revitalizing Auto Communities Environmental Response Trust, a trust formed under the laws of the State of New York, as Sole Member of RACER Properties LLC, a Delaware limited liability company, on behalf of said limited liability company and said trust.



Sharon M. Davis
Notary Public Signature
Name of Notary Public Sharon M. Davis
Notary Public, District of Columbia
City of _____
My Commission Expires: 9/30/19
Acting in the City of Washington, DC

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
1A PROPERTY AND ADJOINING RACER TRUST PROPERTIES
- 2 HAZARDOUS SUBSTANCES ABOVE SITE-SPECIFIC NONRESIDENTIAL
AND SITE-SPECIFIC RECREATIONAL CRITERIA IN SOIL AND
GROUNDWATER
- 3 DESCRIPTION OF ALLOWABLE USES
- 4 PERMANENT MARKERS
- 5 EXPOSURE BARRIER

EXHIBIT 1

LEGAL DESCRIPTION AND ILLUSTRATION OF PROPERTY

Land situated in the City of Saginaw, County of Saginaw, State of Michigan, more particularly described as follows, to wit:

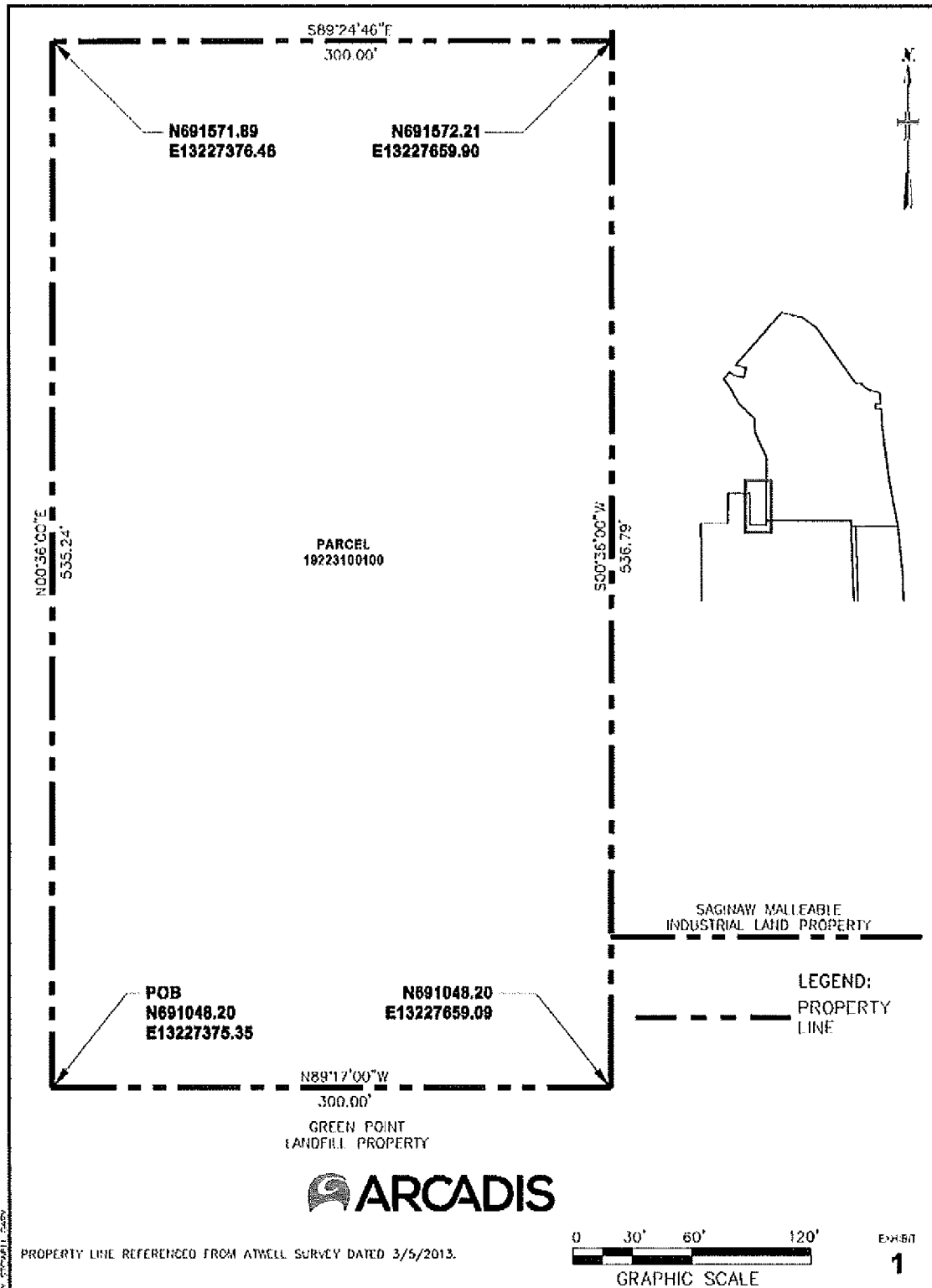
Tax ID 19-2231-001(00)

A parcel of land in the Southwest $\frac{1}{4}$ of Section 35, Township 12 North, Range 4 East described as: Beginning at a point on the West line of said Section 787.14 feet North 00 degrees 36 minutes 00 seconds East from the Southwest corner of said Section; thence continue on said West Section line 535.24 feet; thence South 89 degrees 24 minutes 46 seconds East 300.00 feet; thence South 00 degrees 36 minutes 00 seconds West parallel with said West Section line 536.79 feet to the North line of the South half of side of-called South 80.77 acres of said Southwest $\frac{1}{4}$; thence North 89 degrees 07 minutes 00 seconds West on said North line 300.00 feet to the point of beginning. Containing 3.69 acres, more or less.

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

Commonly known as: 79 West Center Street, Saginaw, MI 48602

ILLUSTRATION OF PROPERTY



PROPERTY AND ADJOINING RACER TRUST PROPERTIES

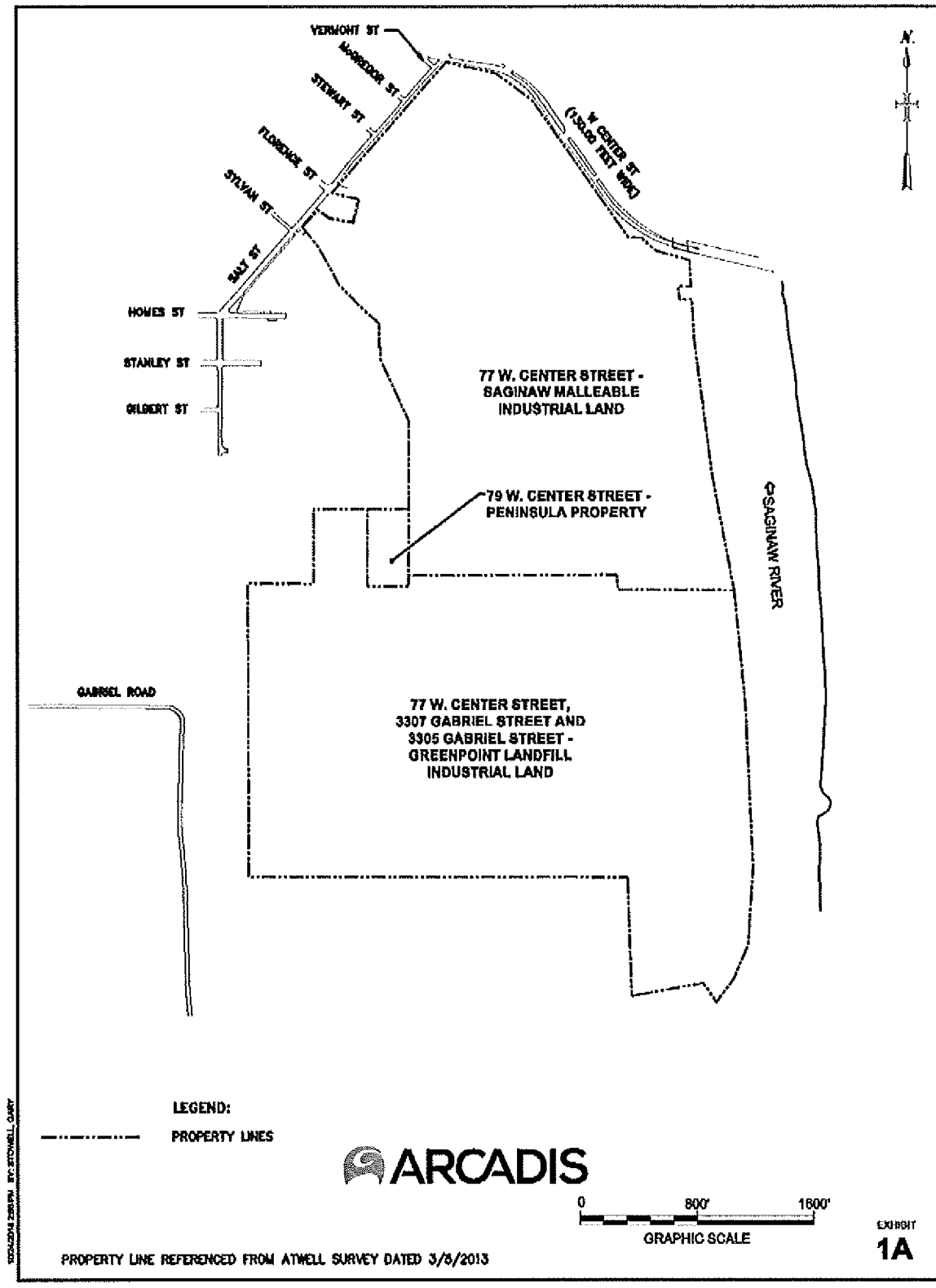


EXHIBIT 2**HAZARDOUS SUBSTANCES ABOVE SITE-SPECIFIC NONRESIDENTIAL AND SITE-SPECIFIC RECREATIONAL CRITERIA IN SOILS AND GROUNDWATER**

Media	Substance	Criteria Exceeded
Soil	Benzene	DWP, VI
	cis-1,2-Dichloroethene	DWP, VI
	trans-1,2-Dichloroethene	VI
	Ethylbenzene	VI
	Isopropyl benzene	VI
	Tetrachloroethene	VI
	Trichloroethene	DWP, VI
	Vinyl chloride	DWP, VI
	Acenaphthene	GSI
	Benzo(a)pyrene TEQ	RDC
	bis(2-ethylhexyl)phthalate	DWP
	Fluoranthene	GSIP
	Phenanthrene	GSIP
	PCBs (Total)	DWP, GSIP
	Aluminum	DWP
	Antimony	DWP
	Arsenic	DWP
	Cobalt	DWP, GSIP, DC, PSIC, RDC
	Copper	DWP, DC
	Cyanide	VI
	Iron	DWP, DC, REC
	Lead	DWP, DC, PSIC, RDC
	Magnesium	DWP
	Manganese	DWP, PSIC, RDC
	Mercury	DWP, GSIP
	Nickel	DWP
	Selenium	GSIP
	Silver	DWP, GSIP
	Vanadium	DWP, DC, RDC

Soil

DWP – Site-Specific Nonresidential Drinking Water Protection Criteria

GSIP – Site-Specific Groundwater Surface Water Interface Protection Criteria

VI – Site-Specific Vapor Intrusion Criteria

DC – Site-Specific Nonresidential Direct Contact Criteria

PSIC – Site-Specific Nonresidential Particulate Soil Inhalation Criteria

RDC – Site-Specific Nonresidential Direct Contact Criteria

Site-Specific Nonresidential (SSNR) criteria were developed based on the MDEQ Part 201 Generic Cleanup Criteria – Draft 2017 Nonresidential Soil Criteria, with the exception of VI criteria which are based on a Site-specific (SS) VI request and MDEQ SSVI Criteria Memo dated September 12, 2018, and the GSIP, which are the MDEQ 2013 GSIP criteria. The final SS criteria and evaluation are reported in the Nonresidential Use Risk Evaluation Report, Arcadis, October 10, 2018 and Addendum 1 to the Nonresidential Use Risk Evaluation Report, Arcadis, February 15, 2019, and approved by MDEQ in a February 27, 2019 letter.

Recreational criteria were developed and reported in the Recreational Use Risk Evaluation Report, Arcadis, September 18, 2017 and approved by MDEQ in an October 31, 2017 letter.

Media	Substance	Criteria Exceeded
Groundwater	Benzene	DWC, VI
	Chlorobenzene	DWC, GSI, VI
	Chloroform	DWC, GSI, VI
	cis-1,2-Dichloroethene	DWC, GSI, VI
	trans-1,2-Dichloroethene	DWC, VI
	Ethylbenzene	DWC, GSI, VI
	Methylene chloride	DWC, VI
	Toluene	DWC, GSI
	Trichloroethene	DWC, GSI, VI
	Vinyl chloride	DWC, GSI, VI
	Total Xylenes	DWC, GSI, VI
	1,2-Dichlorobenzene	GSI
	bis(2-chloroethyl)ether	DWC, GSI
	bis(2-ethylhexyl)phthalate	DWC
	Naphthalene	GSI, VI
	Perfluorooctanesulfonic acid (PFOS).	GSI
	Arsenic	DWC, GSI
	Barium	DWC, GSI
	Iron	DWC
	Lead	DWC
	Manganese	DWC
	Selenium	GSI
	Silver	GSI
	Sodium	DWC
	Zinc	GSI

Groundwater

DWC – Site-Specific Nonresidential Drinking Water Criteria

GSI – Site-Specific Groundwater Surface Water Interface Criteria

VI – Site-Specific Vapor Intrusion Criteria

Site-Specific Nonresidential (SSNR) criteria were developed based on the MDEQ Part 201 Generic Cleanup Criteria – Draft 2017 Nonresidential Groundwater Criteria, except for VI criteria which are based on a SSVI request and MDEQ SSVI Criteria Memo dated September 12, 2018, and the GSI criteria, which are the MDEQ Rule 57 criteria. The final SS criteria and evaluation are reported in the Nonresidential Use Risk Evaluation Report, Arcadis, October 10, 2018 and Addendum 1 to the Nonresidential Use Risk Evaluation Report, Arcadis, February 15, 2019, and approved by MDEQ in a February 27, 2019 letter.

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 but in this case also includes passive recreational use. 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. Passive recreational uses include, but are not limited to, uses such as walking, hiking, bird watching, sledding, biking, nature observation, and picnicking on the Property.

Any residential use is specifically prohibited from the nonresidential 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 nonconforming use is also restricted per the prohibitions contained in this restrictive covenant.

EXHIBIT 4

PERMANENT MARKERS

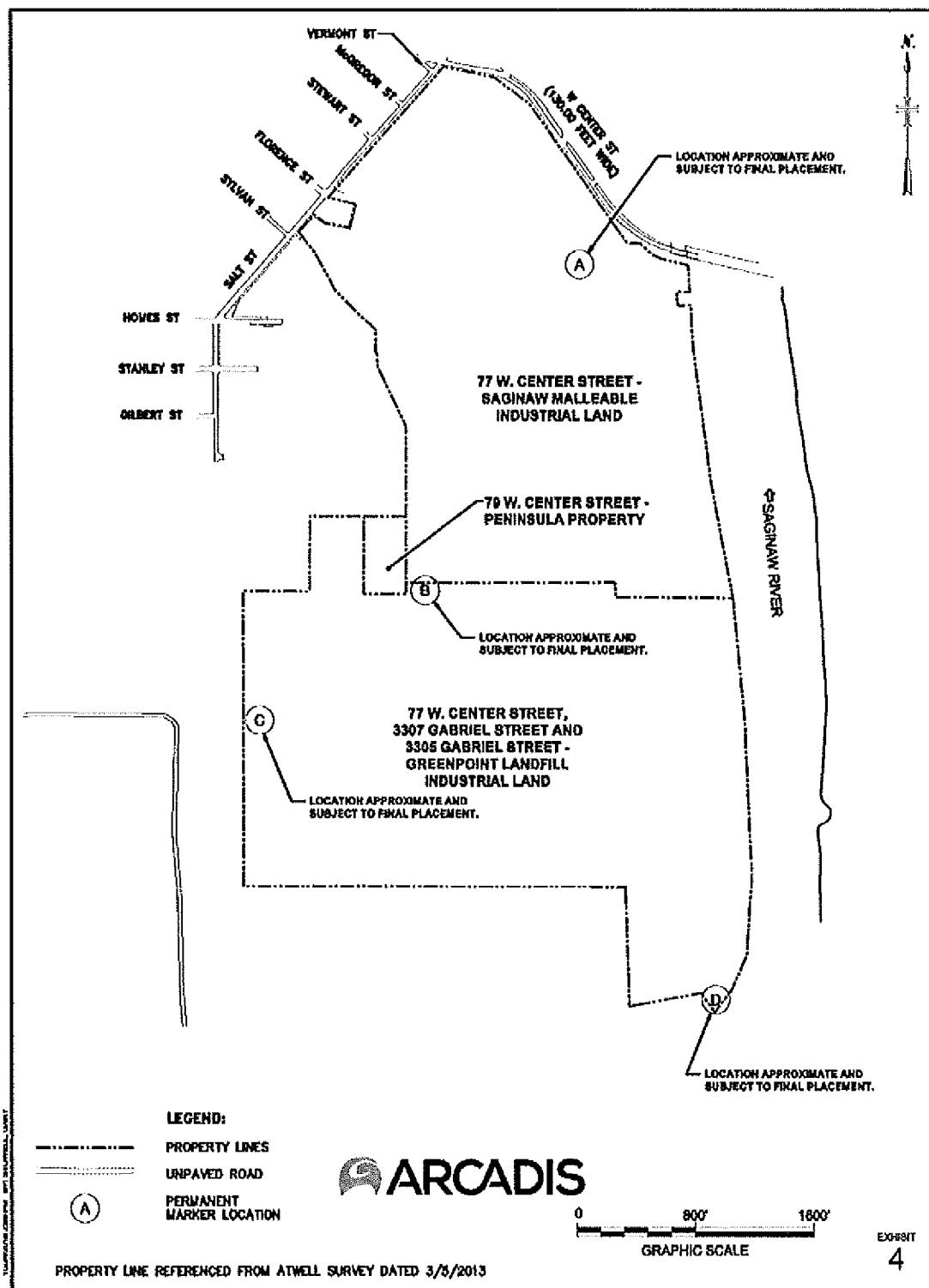


EXHIBIT 5

EXPOSURE BARRIER

