

RECEIVED 11/17/2015 09:45:17  
RECORDED 11/17/2015 11:09:47BRANDON KRAUSE  
REGISTER OF DEEDS, BAY COUNTY MICHIGANRECEIPT # 1296 JMANZ  
\$80.00 RESTRICTIONS**DECLARATION OF RESTRICTIVE COVENANT**MDEQ Reference Numbers: RC-OWMRP-111-15-013  
Facility MID Number: MID 005 356 688  
MDEQ Approval Date: November 4, 2015

This Declaration of Restrictive Covenant (Restrictive Covenant) is made to protect public health, safety, or welfare, or the environment pursuant to the provisions of Part 111, Hazardous Waste Management, Michigan Compiled Laws (MCL) 324.11101, *et seq.* (Part 111) and the applicable Sections of Part 201, Environmental Remediation, MCL 324.20101, *et seq.* (Part 201) of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, MCL 324.101, *et seq.*, and the administrative rules promulgated pursuant to those Parts, MAC R 299.9101 *et seq.* and MAC R 299.5101 *et seq.* and the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976 (RCRA), as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq.*, and the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.* (TSCA).

This Restrictive Covenant is made on November 9th, 2015, by RACER Properties LLC, the address of which is 500 Woodward Avenue, Suite 2650, Detroit, MI 48226, the Grantor and an entity wholly owned by the Revitalizing Auto Communities Environmental Response Trust (Trust), and the current fee title holder of the Property, for the benefit of the Grantee, State of Michigan, Department of Environment Quality (MDEQ), the address of which is 525 West Allegan Street, P.O. Box 30473, Lansing, MI 48909-7973.

This Restrictive Covenant has been prepared and recorded to prevent damage to or disturbance of any component of the constructed remedy/corrective measures or stormwater management system, to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination, and to provide notification of polychlorinated biphenyls (PCB) remediation waste present at the Property located at Crotty Street, Bay City, Bay County, Michigan 48708, Tax Parcel Identification Number: 09-160-021-201-003-00, legally described and depicted in Exhibit 1 (Property or Site). Recording of this Restrictive Covenant is designed to prevent damage or disturbance to the installed sheet pile and slurry containment walls, the multilayer cap, the concrete cap, the soil cap, the groundwater extraction and treatment system, monitoring wells, the permanent markers, and the storm water management system; to restrict future use of the Property to non-residential use and Low Occupancy use as defined pursuant to TSCA in Part 761.3 of Title 40 of the Code of Federal Regulations (40 CFR Part 761.3); to restrict exposures to groundwater and soil on the Property; and to require any future work, or other activities on the Property by or for the Owner, be conducted in conformance with; i) applicable MDEQ soil

relocation requirements including but not limited to Part 111, Subtitle C of RCRA, the administrative rules promulgated pursuant to Part 111, RCRA, TSCA, and all other relevant state and federal laws, including but not limited to MCL 324.20120c, and any related MDEQ guidance; and ii) applicable due care obligations under MCL 324.20107a and associated administrative rules and guidance, as well as the Hazardous Waste Operations and Emergency Response Standard (HAZWOPER), 29 CFR Part 1910.

The land and resource use restrictions contained in this Restrictive Covenant are based upon information available to MDEQ at the time this document was recorded. Future changes in the environmental condition of the Property or changes in the cleanup criteria developed under Parts 111 and 201 of NREPA; the discovery of environmental conditions at the Property that were not known at the time this document was recorded; or use of the Property in a manner inconsistent with the restrictions described herein – each may result in this Restrictive Covenant not being protective of public health, safety, or welfare, or the environment. Additional restrictions may become necessary. Information pertaining to environmental conditions of the Property and Response Activities undertaken at the Property is on file with MDEQ, Remediation and Redevelopment Division.

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 under Section 20120a(1)(a) or (17) of NREPA, and above TSCA High Occupancy levels per 40 CFR Part 761.3. Exhibit 2 is a list of hazardous constituents above NREPA criteria in soil or groundwater at the Property.

MDEQ recommends that prospective purchasers or users of the Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 20107a of NREPA.

#### Summary of Response Activity/Corrective Measures

The Property was part of a larger automotive components manufacturing facility (Larger Facility) previously owned and operated by General Motors Corporation prior to its June 2009 bankruptcy filing. With the exception of the subject Property, the remainder of the Larger Facility was acquired during the bankruptcy process and is currently operated by General Motors LLC. As a result of General Motors Corporation's manufacturing operations, hazardous substances were released at the Property. The hazardous substances include high concentrations of PCB-contaminated waste oil (light nonaqueous phase liquids (LNAPL)), and PCB-impacted soils within the PCB Remediation Waste Area. Other substances present in the soil and groundwater at the Property that exceed applicable current MDEQ criteria include benzo(a)pyrene, carbazole, dibenzofuran, 2,4-Dimethylphenol, fluoranthene, fluorene, 4-methylphenol, naphthalene, phenanthrene, ethylbenzene, xylenes, arsenic, chromium, cobalt, cyanide, manganese, mercury, selenium, and silver.

Response activities were undertaken to address the environmental contamination at the Larger Facility in accordance with Part 201 pursuant to the General Motors Corporation/State of Michigan On-Site Consent Judgment dated December 14, 1992 (Civil Action No. 92-3740-CE). The

remedial investigation of soil, groundwater, surface water, and air quality was conducted between 1993 and 1995, consistent with the approved Remedial Investigation/Feasibility Study (RI/FS) Work Plan, dated December 1992. A final FS report was submitted to MDEQ in June 1997 and a Final Draft Remedial Action Plan (RAP) was submitted to MDEQ on June 18, 1998 (1998 RAP). The 1998 RAP was amended on December 14, 1999 to include the former Crotty Street Channel (combined, the 1999 amended RAP). The former Crotty Street Channel now is the western margin of the Property. The 1999 amended RAP was implemented between 1999 and 2000. The components of the 1999 amended RAP included: sheet pile and slurry containment walls; vegetated multi-layer cap; a concrete cap over a small area to prevent contact with soil impacted by PCBs; a twelve (12) inch vegetated soil cap to prevent contact with impacted soil; groundwater extraction and treatment; operation, monitoring, and maintenance; a permanent marker; and institutional controls (in the form of this Restrictive Covenant). Copies of the documents related to this Site are located in the MDEQ Bay City District Office.

All proposed remedial actions have been implemented to the satisfaction of MDEQ except for the proposed institutional controls and installation of permanent markers. With the installation of the permanent markers and recording of this Restrictive Covenant all remedial action proposed in the 1999 amended RAP for the Property will have been implemented. At the time this Restrictive Covenant was recorded, the Trust was working with MDEQ to obtain approval of a Response Activity Plan or other appropriate approval pursuant to the requirements of Section 20120b(3) of NREPA and / or a determination of Corrective Action Complete with Controls pursuant to Section 11101 of NREPA and to install the permanent markers.

The groundwater extraction system was modified and a treatment system was installed at the Property between December 2012 and April 2015 as a part of a process to separate the Site from the remaining portion of the Larger Facility (i.e., the adjacent manufacturing facility owned and operated by General Motors LLC). This separation became necessary as a result of the bankruptcy process. Also as a result of the bankruptcy process, work is ongoing to segregate storm water at the Property and manage it separately from the Larger Facility.

### 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 the Trust and the current 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 the fee title holder’s lessees and those persons or entities authorized to act on its behalf.

“Part 111” shall mean Part 111, Hazardous Waste Management, of NREPA, in effect at the time of the recording of this restrictive covenant.

“Part 201” shall mean Part 201, Environmental Remediation, of NREPA.

“TSCA” shall mean the Toxic Substances Control Act, as amended, 15 U.S.C. §2601 *et seq.*

“Property” shall mean the property legally described and depicted in the Survey of Property in Exhibit 1.

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

“Site” shall have the same meaning as “Property.”

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

All other terms used in this document which are defined in Part 3, Definitions, of NREPA, Part 111, Part 201, or the Part 111 and Part 201 Administrative Rules, or TSCA and 40 CFR Part 761, shall have the same meaning in this document as in those statutes and rules as on the date this Restrictive Covenant is made.

## **NOW THEREFORE,**

### Declaration of Land Use or Resource Use Restrictions

Grantor as current fee title holder of the Property, hereby declares and covenants that the Property shall be subject to those restrictions on use described below, and intends that said restrictions and covenants shall run with the land, and may be enforced in perpetuity against the Owner by the following entities: (1) Grantor, 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 or consistent with the exposure assumptions for the nonresidential cleanup criteria established pursuant to Section 324.20120a(1)(b) of NREPA. Uses that are compatible with nonresidential cleanup criteria are generally described in Exhibit 3 (Description of Allowable Uses).

In addition, the Property has been used for disposal of PCB remediation waste and the Owner shall prohibit all uses of the Property not in accordance with Low Occupancy as defined in 40 CFR 761.3. The Owner is required to apply to USEPA, under 40 CFR 761.61(a), for approval to change this 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 as depicted in Exhibit 4. The PCB Remediation Waste is present beneath the vegetated multilayer, concrete, and vegetated soil cap areas as depicted in Exhibit 5 at concentrations of up to 6,900 parts per million (ppm). These cap areas will be maintained per 40 CFR Part 761.61(a)(8) and the provisions of the Restrictive Covenant.
3. Activities Prohibited. Owner shall prohibit activities on the Property that may damage or disturb any component of the constructed remedy, the storm water management system, or that may result in exposures to hazardous substances above the nonresidential cleanup criteria. These prohibited activities include:
  - a. Installation or use of wells or other devices, 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.
  - b. Activities that interfere with 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 remedial action described in the 1999 amended RAP and the modifications to the groundwater extraction and storm water systems and the groundwater treatment system as installed by the Trust from 2012 through the date this Restrictive Covenant was recorded.
  - c. Activities that would remove, cover, obscure or otherwise alter or interfere with the permanent markers to be placed at the Property at the locations identified in Exhibit 5. The Owner shall keep vegetation and other materials clear of the permanent markers to assure that the markers are readily visible.
  - d. Any excavation or other intrusive activities, including but not limited to removal, disturbing, damaging, interfering, or otherwise negatively affecting the integrity, effectiveness, and operation of the exposure barriers (the vegetated multilayer cap, concrete cap, and vegetated soil cap), sheet pile and slurry containment walls, the groundwater extraction and treatment system, monitoring wells, or the storm water management system except if such activity is temporary (less than sixty (60) days in duration), approved by the Trust in writing in advance, and repaired to at

least the pre-disturbance condition within 14 days of work completion. The Trust will provide notice to MDEQ of any activities covered by this provision. The multilayer, concrete, and vegetated soil caps (i.e., Direct Contact Exposure and Infiltration Management Barriers) are shown and their respective base elevations are identified in Exhibit 5 and serve to prevent exposures to contaminated soils and minimize infiltration of water through the contaminated soil. See Exhibit 6 for the approximate location of the water management features at the Site as of September of 2015.

- e. "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.
  - f. Constructing a building or structure of any type, except if such building or structure is part of an MDEQ-approved response activity. However, this provision can be modified or rescinded pursuant to the provisions of Paragraph 11.
4. Contaminated Soil Management. The Owner shall manage contaminated soils, media and/or debris and all other soils located on the Property in accordance with the requirements of Part 111 and RCRA Subtitle C, the administrative rules promulgated pursuant to Part 111 and RCRA, TSCA, and all other relevant state and federal laws, including but not limited to MCL 324.20120c; this provision regarding contaminated soil management also applies in the event that the Owner elects to remove any slabs, pavement, or other impervious surface on the Property.
  5. Health and Safety Requirement. The Owner shall follow and require that all contractors follow appropriate Health and Safety requirements for all intrusive excavation activities performed at the Property.
  6. Access. The Owner shall grant to MDEQ, USEPA, and the Trust the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with this Restrictive Covenant, including the right to take samples, inspect the operation of corrective measures, and inspect any records relating thereto, and to perform any actions necessary to maintain compliance with Parts 111 and 201, and other applicable federal laws and regulations.
  7. Transfer of Interest. The Owner shall provide notice to MDEQ, USEPA, and the 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 and the applicable provisions of Section 20116 of the NREPA. 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 BAY 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 Facility Identification Number: MID 005 356 688 and MDEQ Reference Numbers: RC-OWMRP-111-15-013; and be served either personally, or sent via first class mail, postage prepaid, as follows:

For MDEQ:

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

and

Hazardous Waste Section 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 the Trust:

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

9. Term. This Restrictive Covenant shall run with the Property, and shall be binding on the Owner, and all current and future successors, lessees, easement holders, their assigns, and their authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant may be modified, released or rescinded only with the written approval of MDEQ, USEPA, and the 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 and USEPA are entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against Grantor, as Owner, and thereafter against subsequent Owners of all or part of the Property. All remedies available hereunder shall be in addition to any and all other remedies at law or equity.
11. Modification/Release/Rescission. Grantor or Owner may request in writing to MDEQ, USEPA, and the 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, USEPA, and the Trust. Any approved modification to, or release or rescission of, this Restrictive Covenant shall be filed with the Bay County Registrar of Deeds by the Grantor or Owner and a certified copy of such modification or release or rescission returned to MDEQ, USEPA, and the 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 the 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 Declaration of

Restrictive Covenant and the applicable Due Care obligations under Section 20107a of NREPA, MCLA 324.20107a, under the applicable Michigan administrative rules R299.51003, 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 Declaration of Restrictive Covenant and applicable Due Care obligations, and shall timely supply copies of any records documenting such compliance upon request from MDEQ or the 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 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 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 relating to the matters addressed herein, all of which are merged herein.

[signature page follows]



**EXHIBIT 1**

**LEGAL DESCRIPTION AND SURVEY OF PROPERTY**

Tax Parcel ID: 09-160-021-201-003-00

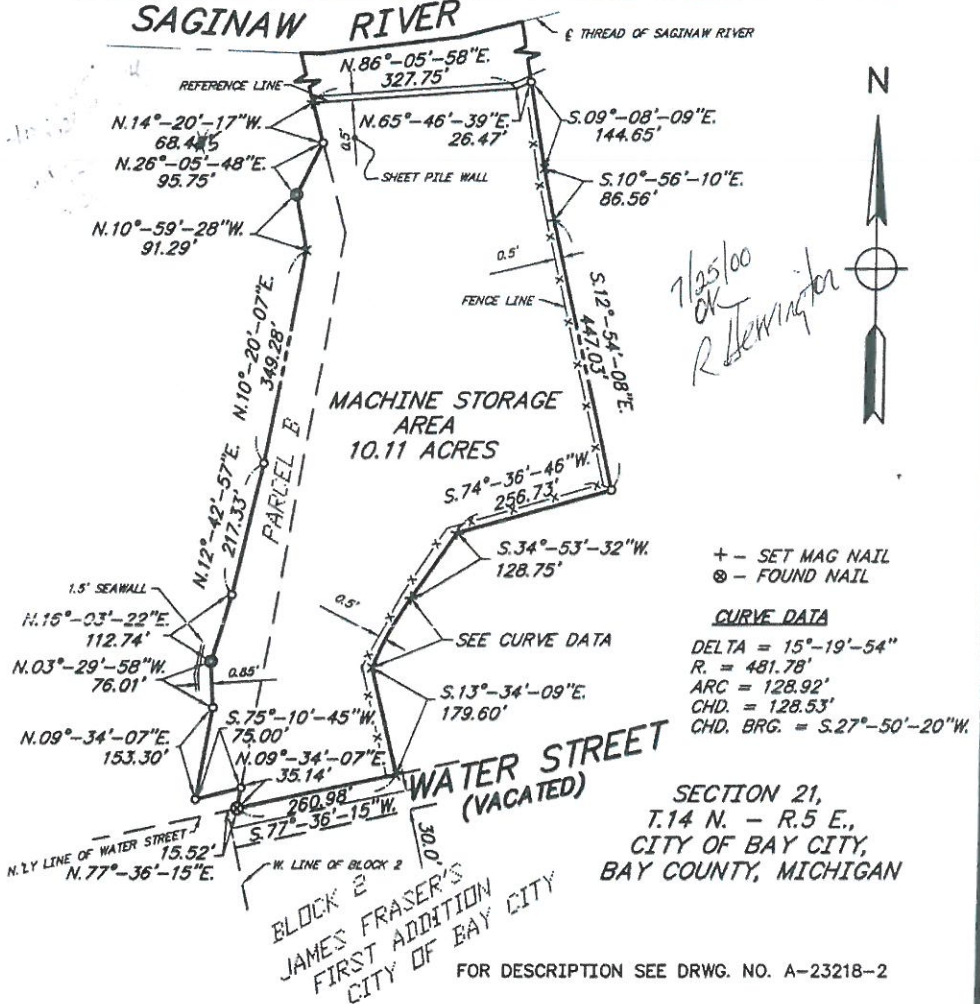
Land situated in the City of Bay City, County of Bay in the State of Michigan, as depicted and described below:

\* Corrected survey for

PT of # 09-13-16-476-001  
 all of Ch 12-21-30-002  
 DWG. NO. A-2321B-1

**CERTIFICATE OF SURVEY**

BEARINGS SHOWN ON THIS SURVEY WERE DETERMINED IN THE FOLLOWING MANNER  
 THE NORTHERLY LINE OF VACATED WATER STREET WAS ASSUMED AT BEING N.77°-36'-15"E.



I hereby certify that I have surveyed and mapped the land above platted and/or described on 06/16/00, and that the ratio of closure on the unadjusted field observation of the survey is no less than 1 in 5000, and that all of the requirements of P.A. 132 1970, as amended, have been complied with.

*Jeffrey E. Wood*  
 Jeffrey E. Wood

Professional Surveyor No. 41115



Survey FOR: Realm - GM Powertrain  
 101 Fitzgerald Road  
 Bay City, Michigan 48708

**Spicer group**  
 230 S. WASHINGTON AVENUE  
 P.O. BOX 1689  
 SAGINAW, MI. 48605-1689  
 TEL (517) 754-4717  
 FAX (517) 754-4440

⊗ - FOUND SURVEY CORNER  
 ○ - SET 3/4" Ø IRON PIPE WITH CAP No. 41115

SHEET 1 OF 2

DATE: June 16, 2000

SCALE: 1" = 200'

JOB NO. S101621.00  
 DWG. NO. A-2321B-1

**CERTIFICATE OF SURVEY**

DWG. NO. A-23218-2



BEARINGS SHOWN ON THIS SURVEY WERE DETERMINED IN THE FOLLOWING MANNER.  
 THE NORTHERLY LINE OF VACATED WATER STREET WAS ASSUMED AT BEING N.77°-36'-15"E.

A parcel of land in Section 21, T.14 N.-R.5 E., City of Bay City, Bay County, Michigan, described as follows: To fix the point of beginning, commence at the intersection of the North line of vacated Water Street with the Northerly extension of the West line of Block 2 of James Fraser's First Addition to the City of Bay City, as recorded in Liber 1 on Page 6, Bay County records; thence N.77°-36'-15"E., on said North line, 15.52 feet, to the point of beginning of this description; thence N.09°-34'-07"E., on a line previously recorded in Liber 918, Page 305, Bay County Records, 35.14 feet; thence S.75°-10'-45"W., on a line previously surveyed and monumented, 75.00 feet; thence N.09°-34'-07"E., 153.30 feet; thence N.03°-29'-58"W., 76.01 feet; thence N.16°-03'-22"E., 112.74 feet; thence N.12°-42'-57"E., 217.33 feet; thence N.10°-20'-07"E., 349.28 feet; thence N.10°-59'-28"W., 91.29 feet; thence N.26°-05'-48"E., 95.75 feet; thence N.14°-20'-17"W., 68.45 feet to a point on a reference line along the Southerly bank of the Saginaw River, said reference line is for surveying purposes only and it is the intention of this description to include all lands to the centerline thread of the Saginaw River; thence N.86°-05'-58"E., on said reference line 327.75 feet to a deflection point; thence N.65°-46'-39"E., continuing along said reference line, 26.47 feet; thence S.09°-08'-09"E., 144.65 feet; thence S.10°-56'-10"E., 86.56 feet; thence S.12°-54'-08"E., 447.03 feet; thence S.74°-36'-46"W., 256.73 feet; thence S.34°-53'-32"W., 128.75 feet to a point on a 481.78 foot radius nontangential curve to the left; thence Southwesterly on the arc of said curve, a distance of 128.92 feet, said arc being subtended by a chord bearing S.27°-50'-20"W., and distance of 128.53 feet; thence S.13°-34'-09"E., 179.60 feet to the North line of Vacated Water Street; thence S.77°-36'-15"W., on said North line, 260.98 feet to the point of beginning, containing 10.11 acres of land within said reference line and subject to any easement of record and any riparian rights of the public for the waters of the Saginaw River.

I hereby certify that I have surveyed and mapped the land above platted and/or described on 06/16/00 and that the ratio of closure on the unadjusted field observation of the survey is no less than 1 in 5000, and that all of the requirements of P.A. 132 1970, as amended, have been complied with.

*Jeffrey E. Wood*  
 Jeffrey E. Wood

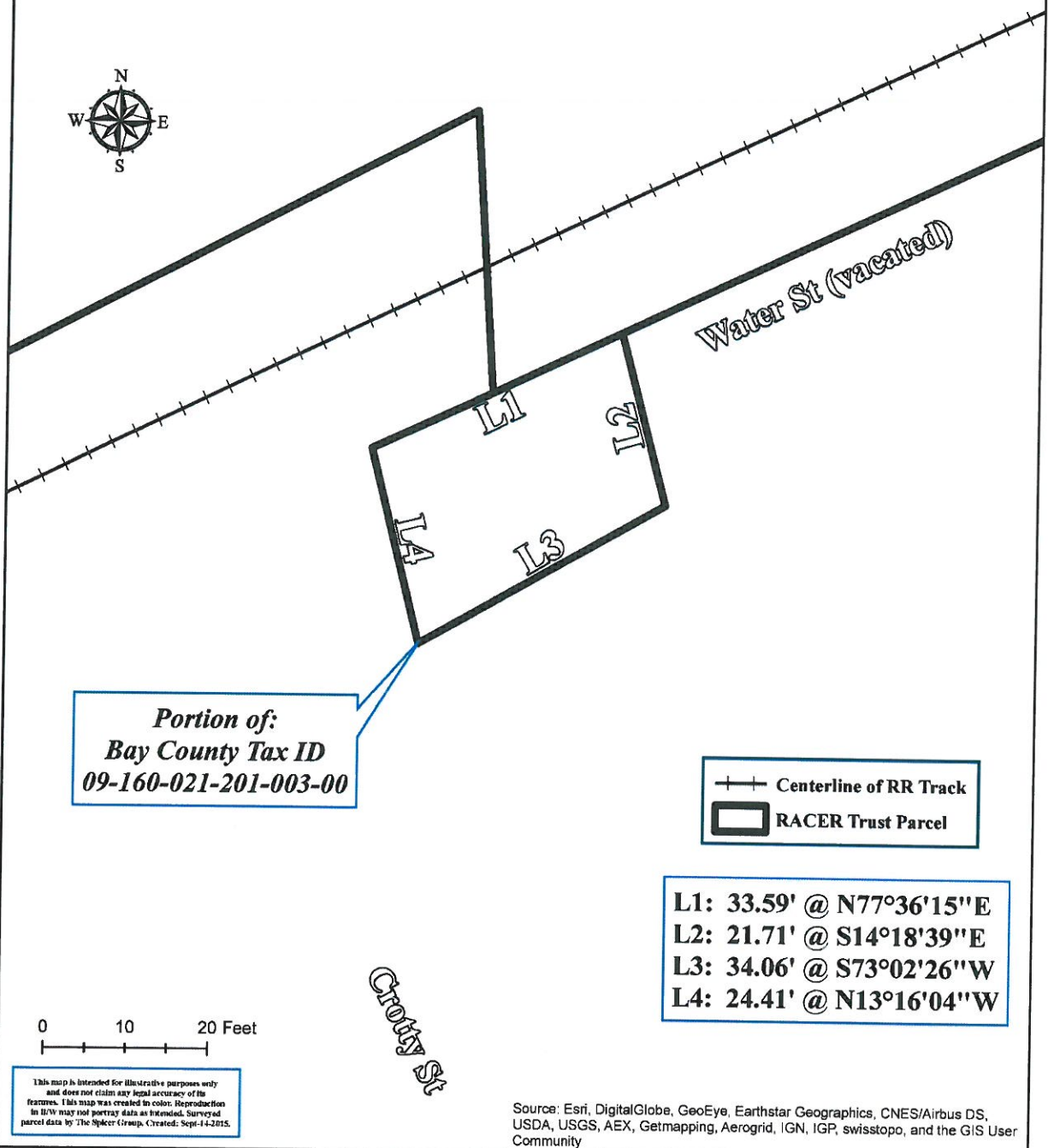
Professional Surveyor No. 41115

|   |  |
|---|--|
|  | SURVEY FOR: Realm - GM Powertrain<br>101 Fitzgerald Road<br>Bay City, Michigan 48708   |
|   |  230 S. WASHINGTON AVENUE<br>P.O. BOX 1689<br>SAGINAW, MI. 48605-1689<br>TEL (517) 754-4717<br>FAX (517) 754-4440 |
| SHEET <u>2</u> OF <u>2</u>  | DATE: June 16, 2000  |
| SCALE: 1" = 200'  | JOB NO. S101621.00<br>DWG. NO. A-23218-2   |



ALSO INCLUDING A PARCEL OF LAND IN THE CITY OF BAY CITY, COUNTY OF BAY, STATE OF MICHIGAN AS DESCRIBED AND DEPICTED BELOW:

IN SECTION 21, TOWNSHIP 14 NORTH, RANGE 5 EAST, FRASER'S ADDITION, BEGINNING AT THE INTERSECTION POINT OF THE NORTH LINE OF VACATED WATER STREET WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF BLOCK 2, FRASER'S ADDITION; THENCE NORTH 77 DEGREES 36 MINUTES 15 SECONDS EAST, 33.59 FEET; THENCE SOUTH 14 DEGREES 18 MINUTES 39 SECONDS EAST, 21.71 FEET; THENCE SOUTH 73 DEGREES 02 MINUTES 26 SECONDS WEST, 34.06 FEET; THENCE NORTH 13 DEGREES 16 MINUTES 04 SECONDS WEST, 24.41 FEET TO THE POINT OF BEGINNING.

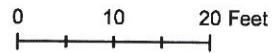
**N Water Street (as vacated)  
at Crotty Street  
Bay City, MI 48708**



**Portion of:  
Bay County Tax ID  
09-160-021-201-003-00**

 Centerline of RR Track  
 RACER Trust Parcel

- L1: 33.59' @ N77°36'15"E**
- L2: 21.71' @ S14°18'39"E**
- L3: 34.06' @ S73°02'26"W**
- L4: 24.41' @ N13°16'04"W**



This map is intended for illustrative purposes only and does not claim any legal accuracy of the features. This map was created in color. Reproduction in B/W may not portray data as intended. Surveyed parcel data by The Spicer Group. Created: Sept-14-2015.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

**EXHIBIT 2**

**HAZARDOUS SUBSTANCES ABOVE CRITERIA IN SOILS AND GROUNDWATER**

| <b>Media</b> | <b>Substance</b>      | <b>Criteria Exceeded</b> |
|--------------|-----------------------|--------------------------|
| Soil         | 1,1,2-Trichloroethane | GSIPC, NRDWPC            |
|              | Acetone               | GSIPC, NRDWPC            |
|              | Ethylbenzene          | GSIPC                    |
|              | Methylene chloride    | NRDWPC                   |
|              | Xylenes (total)       | GSIPC                    |
|              | 2,4-Dimethylphenol    | GSIPC, NRDWPC            |
|              | 4-Methylphenol        | GSIPC, NRDWPC            |
|              | Benzo(a)pyrene        | NRDC                     |
|              | Carbazole             | GSIPC                    |
|              | Dibenzofuran          | GSIPC                    |
|              | Fluoranthene          | GSIPC                    |
|              | Fluorene              | GSIPC                    |
|              | Naphthalene           | GSIPC, NRVI              |
|              | Phenanthrene          | GSIPC                    |
|              | Aluminum              | NRDWPC                   |
|              | Antimony              | GSIPC                    |
|              | Arsenic               | NRDC, NRDWPC, GSIPC      |
|              | Cadmium               | NRDWPC                   |
|              | Cobalt                | GSIPC, NRDWPC            |
|              | Cyanide (total)       | GSIPC, NRDWPC            |
|              | Iron                  | NRDWPC                   |
|              | Magnesium             | NRDWPC                   |
|              | Manganese             | NRDWPC, NRPIC            |
|              | Mercury               | GSIPC, NRDWPC            |
|              | Nickel                | NRDWPC                   |
|              | Selenium              | GSIPC                    |
|              | Silver                | GSIPC, NRDWPC            |
|              | Zinc                  | NRDWPC                   |
|              | PCBs                  | NRDC, NRPIC, NRVI, NRSI  |

**Soil**

NRDC – Non-Residential Direct Contact Criteria

GSIPC – Groundwater Surface Water Interference Protection Criteria

NRDWPC – Non-Residential Drinking Water Protection Criteria

NRVI – Non-Residential Vapor Intrusion Screening Levels

NRPIC – Non-Residential Particulate Soil Inhalation Criteria

NRSI – Non-Residential – Ambient Air Infinite Source Volatile Soil Inhalation

| Media       | Substance                         | Criteria Exceeded        |
|-------------|-----------------------------------|--------------------------|
| Groundwater | Benzene                           | NRVISG, DWC              |
|             | Ethylbenzene                      | GSIC, DWC                |
|             | Vinyl chloride                    | NRVIG, NRVISG, GSIC, DWC |
|             | 1,2,4-Trimethylbenzene            | NRVISG, GSIC, DWC        |
|             | 4-Methylphenol                    | GSIC                     |
|             | Acenaphthene                      | NRVISG, GSIC             |
|             | Anthracene                        | DWC, GVIA                |
|             | Benzo(a)anthracene                | DWC                      |
|             | bis(2-Ethylhexyl)phthalate (DEHP) | GSIC, DWC                |
|             | Carbazole                         | GSIC                     |
|             | Chrysene                          | DWC                      |
|             | Dibenzofuran                      | NRVIG, NRVISG, GSIC      |
|             | Fluoranthene                      | GSIC                     |
|             | Fluorene                          | GSIC                     |
|             | Naphthalene                       | NRVIG, NRVISG, GSIC, DWC |
|             | Phenanthrene                      | NRVISG, GSIC, DWC        |
|             | Aluminum                          | DWC                      |
|             | Arsenic                           | GSIC, DWC                |
|             | Barium                            | DWC                      |
|             | Cyanide (total)                   | GSIC                     |
|             | Iron                              | DWC                      |
|             | Iron (dissolved)                  | DWC                      |
|             | Manganese                         | DWC                      |
|             | Nickel                            | DWC                      |
|             | Sodium                            | DWC                      |
|             | PCBs                              | NRVIG, GSIC, DWC         |
|             | pH                                | DWC                      |

**Groundwater**

NRVIG – Non-Residential Land Use/Vapor Intrusion Groundwater Screening Levels

NRVISG - Non-Residential Land Use/Vapor Intrusion Shallow Groundwater Screening Levels

GSIC – Groundwater Surface Water Interface Criteria

DWC – Drinking Water Criteria

GVIA – Groundwater Volatilization to Indoor Air Inhalation

1 – MDEQ Cleanup Criteria Requirements for Response Activity (December 31, 2013)

2 – PCBs up to 6,900 ppm in soil, 3.9 ppm in LNAPL, and 0.0055 ppm in groundwater remain within the designated PCB Remediation Waste area depicted in Exhibit 3.

## EXHIBIT 3

### DESCRIPTION OF ALLOWABLE USES

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

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

EXHIBIT 4  
PCB REMEDIATION WASTE

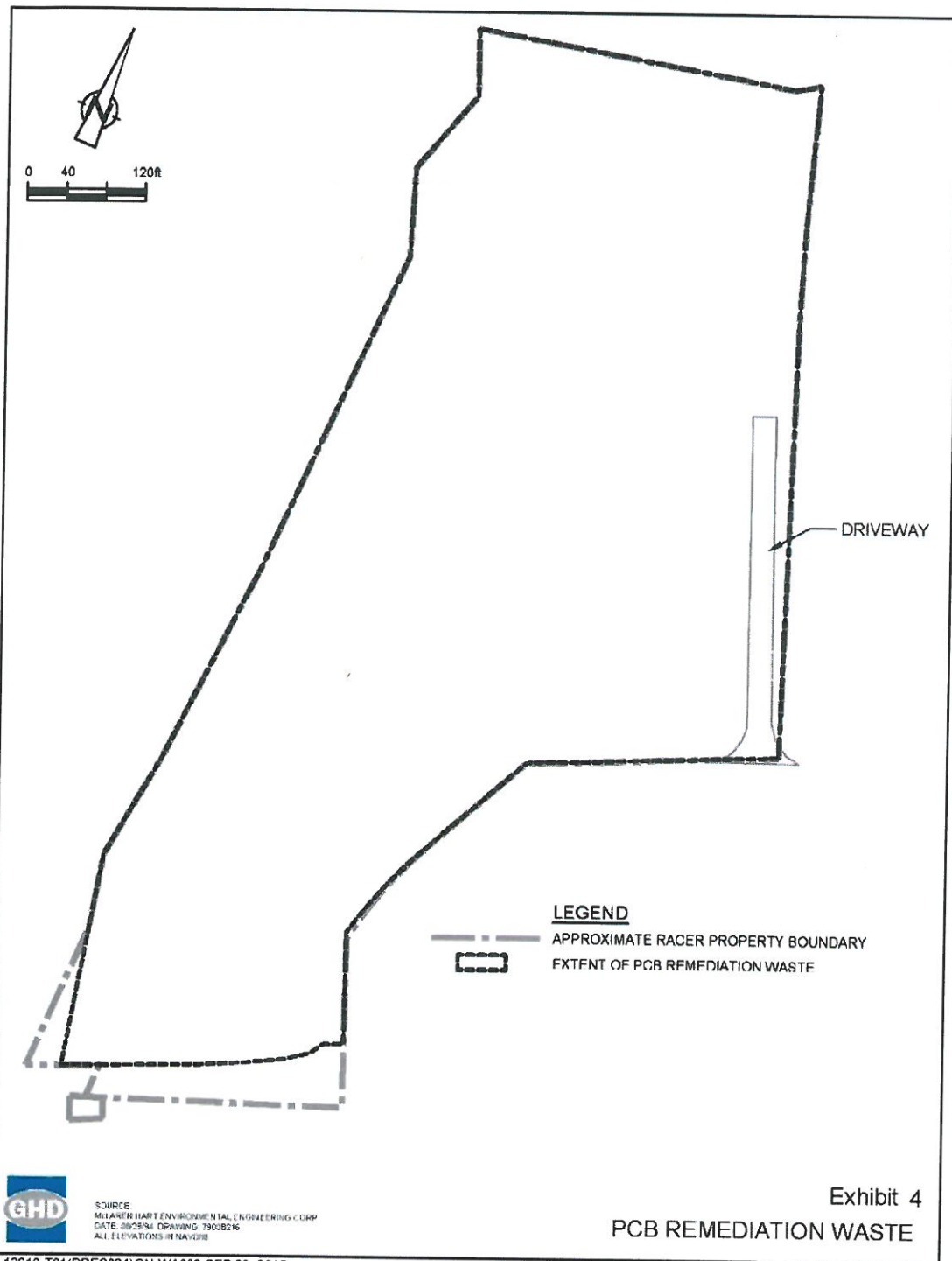
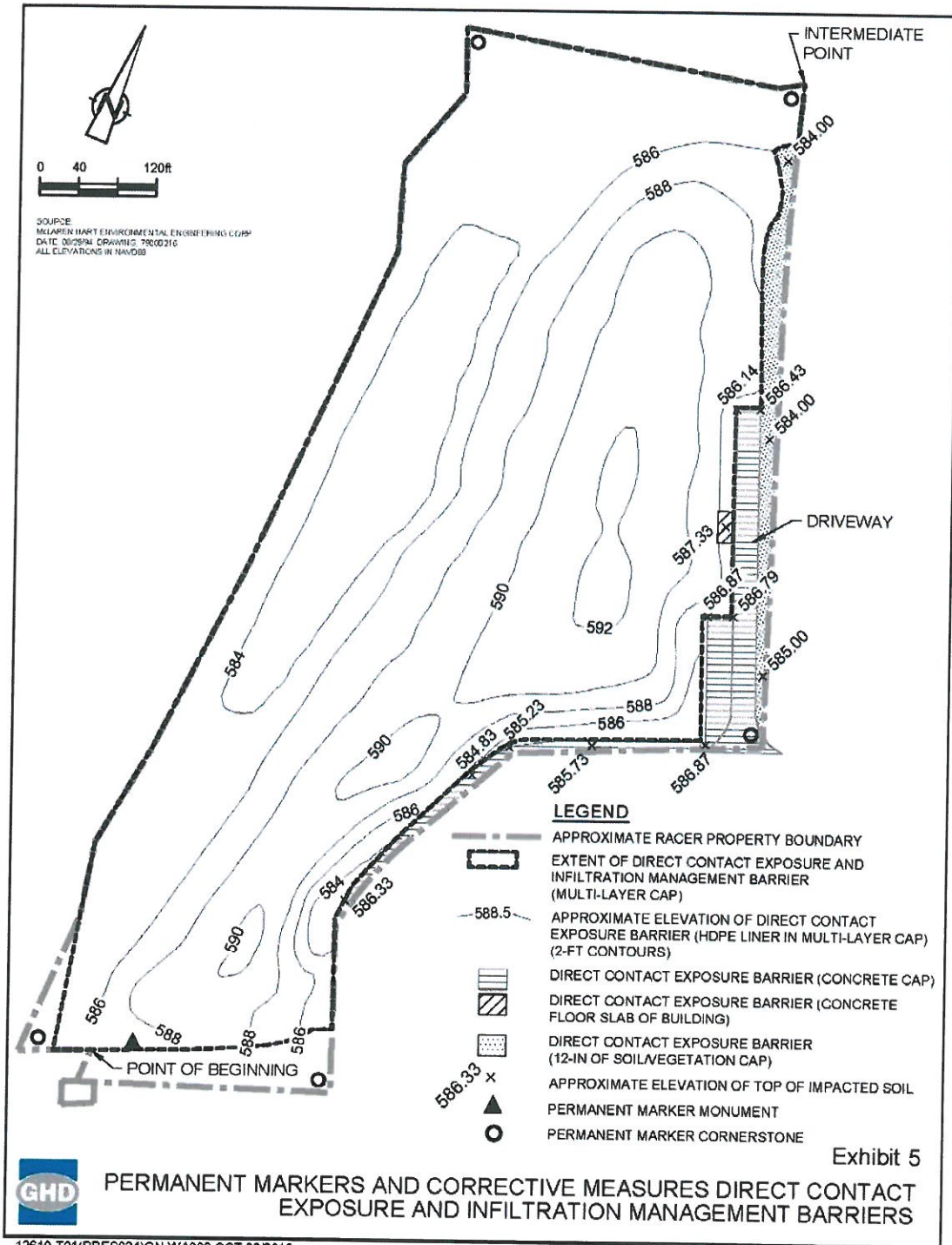


EXHIBIT 5

PERMANENT MARKERS AND CORRECTIVE MEASURES DIRECT CONTACT EXPOSURE AND INFILTRATION MANAGEMENT BARRIERS



#### DESCRIPTION OF THE PERIMETER OF THE MULTI-LAYER CAP EXPOSURE BARRIER

The bearings and distances in this description are based on a survey for REALM – GM Powertrain by Spicer Group dated June 16, 2000 (Spicer Group Job Number S101621.00, Drawing Number A-23218-1).

An area of land within the perimeter of a multi-layer containment cap located in Section 21, Town 14 North, Range 5 East, City of Bay City, Bay County, Michigan, described as follows: To fix the point of beginning, commence at the intersection of the North line of vacated Water Street with the Northerly extension of the West line of Block 2 of James Frasers First Addition to the City of Bay City, as recorded in Liber 1 on Page 6, Bay County records; thence North 77 degrees 36 minutes 15 seconds East from said North line, 15.52 feet, to the point of beginning of this description:

Thence South 75 degrees 10 minutes 45 seconds West, on a line previously surveyed and monumented in a survey by Spicer Group (Spicer Group Job Number S101621.00, Drawing Number A-23218-1), 39.14 feet;

Thence North 3 degrees 42 minutes 08 seconds West, 142.29 feet, to a point called a set  $\frac{3}{4}$  inch iron pipe with cap number 41115 on the Westerly line of said survey;

Thence continuing along said Westerly line North 3 degrees 29 minutes 58 seconds West, 76.01 feet;

Thence continuing along said Westerly line North 16 degrees 03 minutes 22 seconds East, 112.74 feet;

Thence continuing along said Westerly line North 12 degrees 42 minutes 57 seconds East, 217.33 feet;

Thence continuing along said Westerly line North 10 degrees 20 minutes 07 seconds East, 349.28 feet;

Thence continuing along said Westerly line North 10 degrees 59 minutes 28 seconds West, 91.29 feet;

Thence continuing along said Westerly line North 26 degrees 05 minutes 48 seconds East, 95.75 feet;

Thence continuing along said Westerly line North 14 degrees 20 minutes 17 seconds West, 68.45 feet;

Thence continuing along said Westerly line North 86 degrees 05 minutes 58 seconds East, 327.75 feet, to a point called a set mag nail on a reference line along the Southerly bank of the Saginaw River on said survey;

Thence continuing along said reference line North 65 degrees 46 minutes 39 seconds East, 26.47 feet, to a point called a set  $\frac{3}{4}$  inch iron pipe with cap number 41115 on the Easterly line of said survey  
TO AN INTERMEDIATE POINT;

Thence South 9 degrees 08 minutes 09 seconds East, 61.66 feet;

Thence South 65 degrees 04 minutes 54 seconds West, 18.83 feet;

Thence South 40 degrees 21 minutes 24 seconds West, 7.61 feet;

Thence South 32 degrees 46 minutes 39 seconds East, 16.78 feet;

Thence South 22 degrees 54 minutes 27 seconds East, 25.26 feet;

Thence South 11 degrees 18 minutes 57 seconds East, 10.09 feet;

Thence South 4 degrees 20 minutes 06 seconds East, 9.16 feet;

Thence South 3 degrees 18 minutes 14 seconds West, 8.45 feet;  
Thence South 29 degrees 03 minutes 00 seconds West, 7.50 feet;  
Thence South 10 degrees 48 minutes 42 seconds West, 8.86 feet;  
Thence South 1 degrees 25 minutes 49 seconds West, 7.64 feet;  
Thence South 4 degrees 33 minutes 24 seconds East, 18.36 feet;  
Thence South 12 degrees 54 minutes 49 seconds East, 31.06 feet;  
Thence South 14 degrees 46 minutes 05 seconds East, 125.96 feet;  
Thence South 76 degrees 27 minutes 11 seconds West, 25.95 feet;  
Thence South 13 degrees 59 minutes 20 seconds East, 215.22 feet;  
Thence South 76 degrees 01 minutes 43 seconds West, 30.08 feet;  
Thence South 14 degrees 26 minutes 33 seconds East, 127.52 feet;  
Thence South 75 degrees 25 minutes 15 seconds West, 181.61 feet;  
Thence South 61 degrees 42 minutes 31 seconds West, 13.37 feet;  
Thence South 45 degrees 37 minutes 00 seconds West, 13.14 feet;  
Thence South 38 degrees 59 minutes 33 seconds West, 38.95 feet;  
Thence South 32 degrees 19 minutes 04 seconds West, 97.68 feet;  
Thence South 28 degrees 23 minutes 30 seconds West, 69.88 feet;  
Thence South 12 degrees 51 minutes 19 seconds West, 37.97 feet, to a point called a set mag nail on the Easterly line of said survey;  
Thence continuing along said Easterly line South 13 degrees 34 minutes 09 seconds East, 114.87 feet;  
Thence South 74 degrees 39 minutes 39 seconds West, 20.61 feet;  
Thence South 40 degrees 19 minutes 40 seconds West, 15.22 feet;  
Thence South 60 degrees 50 minutes 01 seconds West, 17.35 feet;  
Thence South 64 degrees 56 minutes 53 seconds West, 18.15 feet;  
Thence South 70 degrees 38 minutes 19 seconds West, 29.36 feet;  
Thence South 72 degrees 38 minutes 06 seconds West, 50.44 feet;  
Thence South 74 degrees 46 minutes 49 seconds West, 100.22 feet to the point of beginning, containing 9.20 acres of land.

EXHIBIT 6

WATER MANAGEMENT FEATURES

