



## DECLARATION OF RESTRICTIVE COVENANT

MDEQ Reference Number: RC-OWMRP-111-18-004

Facility MID Number: MID 005 356 696

MDEQ Approval Date: April 8, 2019

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, 1994 PA 451, as amended (NREPA), MCL 324.101 *et seq.*, and the administrative rules promulgated pursuant to those Parts, Michigan Administrative Code (MAC) Rule (R) 299.1 *et seq.*, MAC R 299.9101 *et seq.* and MAC R 299.51001 *et seq.* and the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq.* (collectively, RCRA).

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.

This Restrictive Covenant has been prepared and recorded 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 77 West Center Street, 3307 Gabriel Street and 3305 Gabriel Street, Saginaw, MI 48602, Tax Parcel Identification Numbers: 19-2249-000(00), 19-2258-000(00) and 19-2258-001(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. Recording of this Restrictive Covenant is designed to prevent damage or disturbance to the multi-layer landfill cap, soil cover, vegetative covers, mitigation wetlands, monitoring wells and permanent markers; to restrict future use of the Property to nonresidential use as defined pursuant to Part 201 or passive recreational use; to restrict exposures to groundwater and soil on the Property; and to require that 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 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 Code of Federal Regulations (CFR) Part 1910.

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 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, 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 passive 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.

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

A portion of the Property was operated as a landfill between the 1950s and 1978, for disposal of municipal and foundry solid waste. It was also reported that the landfill received unspecified quantities and types of waste from industrial facilities. Prior to 1979, foundry wastes from the adjoining Saginaw Malleable Industrial Plant were disposed of in the landfill. In 1978, the landfill stopped receiving waste and was closed. Additionally, the Drum Remediation Area (DRA) and Former Hillock Area are located on the southwest portion of the Property.

As a result of filling operations and disposal of drums, hazardous substances were released at the Property and are present in the soil and groundwater at concentrations above unrestricted residential use criteria and Site-specific nonresidential or passive recreational cleanup.

Several phases of investigation and drum removal took place between 1987 and 2000 when over 300 drums/drum fragments and over 2,000 tons of material were excavated and disposed of. Mitigation wetlands were also constructed to supplement the drum and material removal. VOCs were identified in groundwater migrating onto the Former Hillock Area from the adjacent property. Appropriate safety precautions should be taken for any intrusive activity in this area.

A second mitigation wetland was constructed pursuant to Department of the Army Permit No. 93-020-008-4 in 2000, in the southeast portion of the Property to compensate for work the former General Motors Corporation completed at its property on Crotty Street in Bay City, MI.

After 1998 response activities were undertaken to address the environmental contamination at the Property pursuant to MDEQ, Michigan Attorney General's Office, General Motors Corporation and Waste Management Incorporated Consent Judgment dated March 16, 1998 (Case No. 98-22686-CE-2). The remedial investigation of soil and groundwater at the Property was conducted between the 1970s and 2000, consistent with the MDEQ-approved Remedial Investigation/Feasibility Study (RI/FS) Work Plan, dated October 1997. The RI report was submitted in November 2000 and was approved by MDEQ in July 2001. A final FS report was submitted in July 2003 and was approved by MDEQ in November 2003. RCRA Corrective Action Environmental Indicator (EI) 750 (Migration of Contaminated Groundwater Under Control) and EI 725 (Current Human Exposures Under Control) were approved by United States Environmental Protection Agency (USEPA) on September 15, 2006 and September 27, 2007, respectively. A Final Remedial Action Plan (RAP) was initially submitted in July 2008, was modified in December 2008, and was approved by MDEQ in February 2009 (December 2008 RAP). The December 2008 RAP identified remedial actions completed, on-going remedial and monitoring actions, and proposed remedial actions. Remedial actions completed at the Property included: drum removal, and a multi-layer cap over the landfill to prevent exposure to and minimize infiltration through solid waste.

Construction of the landfill cap was completed in 2000. MDEQ has approved the Green Point Landfill remedial activities as an Interim Response. On-going actions being completed since the RAP include inspection of the Green Point Landfill cap and annual groundwater monitoring.

Site investigations within the Saginaw River watershed have identified the presence of dioxins and furans in areas subject to flooding and dioxins were identified in flood plain soils at the Property. These constituents were released at an upstream source and were distributed with flood water from the Saginaw River and upstream tributaries.

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"> <li>Land Use</li> <li>Groundwater Use</li> <li>Soil Vapor Intrusion</li> </ul>	<ul style="list-style-type: none"> <li>Restricts land use to non-residential and passive recreational</li> <li>Restricts installation or use of wells or other devices to withdraw groundwater</li> <li>Require a soil vapor intrusion assessment and/or engineering controls prior to constructing or occupying any buildings or structures on-Site</li> <li>Require soil management when conducting intrusive activities,</li> <li>Require compliance with Due Care obligations</li> <li>Require activities be completed in accordance with safety requirements as applicable</li> <li>Prohibit activities that interfere with, damage or disturb remedy components, including but not</li> </ul>

Property Area / Exhibit	Exposure Pathway Addressed	Restrictions/Prohibitions/ Notifications/Requirements/ Limitations
		limited to vegetation as applicable, landfill cap, soil cover, monitoring wells and permanent markers <ul style="list-style-type: none"> <li>• Restricts construction of subsurface features that would create preferential groundwater migration pathways</li> <li>• Prohibit unacceptable human exposure to surface water and sediment</li> </ul>
Landfill Cap / Exhibit 6	<ul style="list-style-type: none"> <li>• Direct Contact</li> </ul>	<ul style="list-style-type: none"> <li>• Require multi-layer cap</li> <li>• Prohibit intrusive activities</li> <li>• Prohibit construction of any building or structure for human occupation</li> <li>• Provide infiltration barrier</li> </ul>
Hillock Area / Exhibit 6	<ul style="list-style-type: none"> <li>• Not applicable - Notification</li> </ul>	<ul style="list-style-type: none"> <li>• Prohibit intrusive activities</li> <li>• Provide notice of groundwater (vinyl chloride) impacts in the area and appropriate safety precautions should be taken for any intrusive activity</li> </ul>
On-Site Surface Water Bodies / Exhibit 7	<ul style="list-style-type: none"> <li>• Direct contact<sup>1</sup></li> <li>• Ingestion of fish</li> </ul>	<ul style="list-style-type: none"> <li>• Prohibit swimming, wading, boating and fishing</li> </ul>
Mitigation Wetlands / Exhibit 8	<ul style="list-style-type: none"> <li>• Not applicable - Notification</li> </ul>	<ul style="list-style-type: none"> <li>• Provide notice of the presence of mitigation wetlands at the Site</li> <li>• Prevent non-approved alterations or disturbances</li> </ul>

<sup>1</sup> There are no direct contact criteria exceedances found within on-site surface water bodies, this exposure pathway is listed as a precautionary measure.

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 and/or a determination of Corrective Action Complete with Controls pursuant to Part 111.

### 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.

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

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

"Settlement Agreement" shall mean the Environmental Response Trust Consent Decree and Settlement Agreement entered by the U.S. Bankruptcy Court for the Southern District of New York on March 29, 2011, in the case of *In re Motors Liquidation Company*, etc. et al., Debtors, Case No. 09-50026 (REG), among the Debtors, the United States of America, certain states including the State of Michigan, the Saint Regis Mohawk Tribe and EPLET, LLC, (not individually but solely in its representative capacity as Administrative Trustee of 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 111, Part 201, or the Part 111 and Part 201 Administrative Rules, solely to the extent not inconsistent with the definitions in Part 111 or the Part 111 Administrative Rules, shall have the same meaning in this document as in those statutes and rules as on the date this Restrictive Covenant is made.

## **NOW THEREFORE,**

### **Declaration of Land Use or Resource Use Restrictions**

Grantor as current fee title holder of the Property, hereby declares and covenants that the Property shall be subject to those restrictions on use 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 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 locations 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 (multi-layer landfill cap), permanent markers 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. Monitoring well locations are shown in Exhibit 5. Exhibit 5 shows the monitoring wells that existed at the Property at the time this Restrictive Covenant was recorded. Monitoring well number and locations could change over time. The areas where intrusive activities are prohibited are illustrated and described in Exhibit 6. The exposure barrier location is shown and its respective reference elevations are also identified in Exhibit 6.

The construction of the landfill cap from the ground surface down to the top of the waste is as follows;

- i. A six-inch (6") thick layer of topsoil with vegetation (topsoil is considered the top of the exposure barrier and the elevation of the top of the topsoil is illustrated in Exhibit 6);
- ii. A twelve-inch thick layer of barrier protection soil (clay);
- iii. A twelve-inch thick layer of granular fill (drainage sand);
- iv. A 40-mil thick High-Density Polyethylene (HDPE) geomembrane;
- v. A twelve-inch thick layer of soil with a maximum permeability of  $1 \times 10^{-6}$  cm/sec;

- vi. A non-woven geotextile; and
  - vii. A 12-inch thick layer of soil suitable for gas venting.
- e. Construction of any building or structure for human occupation on the landfill cap as illustrated and described in Exhibit 6 without prior written approval from MDEQ and RACER Trust.
- f. Removal of any slabs, pavement or other impervious surface on the Property that is not required as part of the final remedy/corrective measures for the Property unless Owner takes responsibility for any and all obligations under environmental laws arising from any such removal, alteration or disturbance, whether or not caused by, arising from or related to, an environmental condition.
- g. Removal of existing storm water inlet seals or the storm sewer bulkheads, or use of any sealed storm water inlets or inactive storm water sewer piping, if any.
- h. Construction or installation of subsurface utilities, structures or other features (Subsurface Features), at the Property unless the construction 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 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.
- i. Construction or maintenance of any kind in on-Site surface water bodies and sediment, including but not limited to all ponds and ditches, at the Property unless the activity is approved in writing in advance by MDEQ and RACER Trust, and such activity in surface water bodies and sediment incorporates 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 surface water or sediment, or to otherwise prevent release of surface water or sediment off-Site.
- j. Swimming, wading, boating or fishing in any on-Site surface water body, including but not limited to all ponds and ditches illustrated in Exhibit 7, but not including the Saginaw River and contiguous reaches, including the southeastern mitigation wetland connecting to the river. Owner's obligation shall be deemed complied with by posting and maintaining adequate signage prohibiting such activities. In addition, the Owner shall not allow, cause, or create any new connection that allows for flow of water between any on-Site surface water body and adjacent off-Site surface water bodies, including the Saginaw River and contiguous reaches, unless such a connection is first approved in writing by MDEQ and RACER Trust.
- k. "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.

4. Soil Vapor Management. The Owner shall prohibit the construction and/or occupancy of any building or structures on the Property, unless such construction and/or occupancy incorporates engineering controls designed to eliminate the potential for subsurface vapor phase contaminants or hazardous substances to migrate into the structure at concentrations greater than the appropriate concentrations protective of public health; or unless prior to construction and/or occupancy of any structure, an evaluation of the potential for any contaminants or hazardous substances to volatilize into indoor air assures the protection of persons who may be present in the buildings. Prior to the potential for any human exposures, documentation of compliance with the above requirements must be submitted to MDEQ for approval.
  
5. Contaminated Soil Management. If the Owner relocates or allows contaminated soils, media and/or debris to be relocated the Owner shall manage or require management of the contaminated soils, media and/or debris 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 that are not otherwise prohibited from being removed per this Restrictive Covenant.
  
6. Mitigation Wetlands. Two Mitigation Wetlands are present at the Property as illustrated and described in Exhibit 8. The Owner shall refrain from, and prevent any other person from, altering or developing within the Mitigation Wetlands in any way without the prior written approval of MDEQ. This includes, but is not limited to:
  - a. Alteration of the surface topography;
  - b. Creation of paths, trails, or roads;
  - c. Placement of fill material as defined in Part 303 of the NREPA, MCL 324.30301 et seq., as amended;
  - d. Dredging, removal or excavation of any soil or minerals;
  - e. Drainage of surface or groundwater;
  - f. Construction or placement of any structure;
  - g. Plowing, tilling, mowing or cultivating the soils or vegetation;
  - h. Alteration or removal of vegetation, including the planting of non-native species;
  - i. Ranching, grazing, farming;
  - j. Use of chemical herbicides, pesticides, fungicides, fertilizers, spraying with biocides, larvicides or any other agent or chemical treatments, unless prior approval is obtained from MDEQ;
  - k. Construction of unauthorized utility or petroleum lines;
  - l. Storage or disposal of ash, garbage, trash, debris, abandoned equipment or accumulation of machinery, bio-solids or other waste materials, including accumulated vegetative debris, such as grass clippings, leaves, yard waste or other material collected and deposited from areas outside the Mitigation Wetlands;
  - m. Use or storage of automobiles, trucks or off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles;
  - n. Placement of billboards or signs, except with prior approved from MDEQ;
  - o. Use of the wetland for the dumping of untreated storm water or the directing of treated storm water to the Mitigation Wetlands at a volume that adversely impacts the hydrology of the wetland;



- p. Actions or uses detrimental or adverse to water conservation and purity, and fish, wildlife or habitat preservation;
- q. Cutting down, burning, destroying, or otherwise altering or removing trees, tree limbs, shrubs or other vegetation, whether living or dead, except with the written permission of MDEQ, expressly for the removal of trees or limbs to eliminate danger to health and safety, to reduce a threat of infestation posed by diseased vegetation, invasive non-native plant species that endanger the health of native species, or as otherwise approved by MDEQ.

The Owner is not required to restore the Mitigation Wetlands due to alterations resulting from causes beyond the Owner's control, including, but not limited to, unauthorized actions by third parties that were not reasonably foreseeable; natural causes or natural disasters, such as unintentional fires, floods, storms, or natural earth movement.

7. 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 in the areas identified in Exhibit 6.
8. Access. The Owner shall grant to MDEQ, USEPA, RACER Trust, Waste Management, Inc. 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.
9. Transfer of Interest. The Owner shall provide notice to MDEQ, USEPA and RACER Trust at the addresses provided in Paragraph 10 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.

10. 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 005 356 696 and MDEQ Reference Number: RC-OWMRP-111-18-004; 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

and

Hazardous Waste Section Manager  
Waste Management and Radiological Protection Division  
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 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

with a copy to

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

11. 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 RACER Trust.
12. 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.
13. Modification/Release/Rescission. Grantor or Owner may request in writing to MDEQ, USEPA and RACER Trust at the addresses provided in Paragraph 10, 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 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, USEPA and RACER Trust at the addresses provided in Paragraph 10.
14. 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.
15. 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.
16. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant represents and certifies that he or she represents the Owner and is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.
17. 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.

18. 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 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 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-OWMRP-111-18-004, 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: [Signature]  
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.



[Signature]  
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

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- 2      HAZARDOUS SUBSTANCES ABOVE SITE-SPECIFIC NONRESIDENTIAL  
AND SITE-SPECIFIC RECREATIONAL CRITERIA IN SOIL AND  
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6C – GREEN POINT LANDFILL CAP
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## 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:

Parcel 3: Tax ID 19-2249-000(00)

A parcel of land in fractional Sections 2 and 3, Township 11 North, Range 4 East and Sections 34 and 35, Township 12 North, Range 4 East, viz: Beginning at a point on the line common to said Sections 3 and 34 which is 799.72 feet North 89 degrees 11 minutes 15 seconds West from Section corner common to Sections 2, 3, 34, and 35; thence North 00 degrees 19 minutes 20 seconds East on the line that is parallel with and 180.00 feet measured at right angles, East of Southerly extension of Salt Street, 811.47 feet; thence South 89 degrees 10 minutes 40 seconds East parallel with South 1/8 line of Section 34, 453.65 feet; thence North 00 degrees 36 minutes 00 seconds East, parallel with the Section line common to said Sections 34 and 35, 500.00 feet to said Section 1/8 line of Section 34; thence South 89 degrees 10 minutes 40 seconds East on said South 1/8 line, 350.00 feet to said Section line common to Sections 34 and 35; thence South 00 degrees 36 minutes 00 seconds West on said Section line 524.17 feet; thence South 89 degrees 07 minutes 00 seconds East on the North line of the South 1/2 of the South 90.77 acres of the Southwest 1/4 of said Section 35, 300.00 feet; thence North 00 degrees 36 minutes 00 seconds East parallel with said Section line common to Sections 34 and 35, 100.00 feet; thence South 89 degrees 07 minutes 00 seconds East parallel with said North line 1,422.14 feet; thence South 01 degrees 30 minutes 00 seconds East and parallel with the Section line common to said fractional Sections 2 and 3, 2,042.50 feet; thence North 89 degrees 26 minutes 00 seconds West on a line which is parallel with and 1,163.55 feet measured at right angles, South of the Section line common to Sections 2 and 35, 2,591.03 feet to said line being 180.00 feet measured at right angles, East of the Southerly extension of Salt Street; thence North 00 degrees 19 minutes 20 seconds East on said line 1,166.99 feet to the point of beginning.

And also,

Parcel 4: Tax ID 19-2258-000(00)

That part of the Northwest 1/4 of Section 2, Township 11 North, Range 4 East, and the Southwest 1/4 of Section 35, Township 12 North, Range 4 East, lying Easterly of a line described as follows: Commencing at the West 1/4 post of Section 2; thence North along the West Section line 176.33 feet; thence North 80 degrees 14 minutes 30 seconds East 1,844.27 feet to the point of beginning of said line; thence North 01 degrees 30 minutes 00 seconds West 2,731.03 feet to the point of ending of said line, lying Northerly of a line described as follows: Commencing at West 1/4 post of Section 2; thence North along the West Section line 176.33 feet; thence North 80 degrees 14 minutes 00 seconds East 1,844.27 feet to the point of beginning of said line; thence continuing North 80 degrees 14 minutes 00 seconds East 419.88 feet; thence South 34 degrees 59 minutes 30 seconds East to the center thread of the Saginaw River, and lying Southerly on a line that is located 523.66 feet South of the South 1/8 post of said Section 35, and running East parallel to the South line of said Section 35.

And also,

Parcel 6: Tax ID 19-2258-001(00)

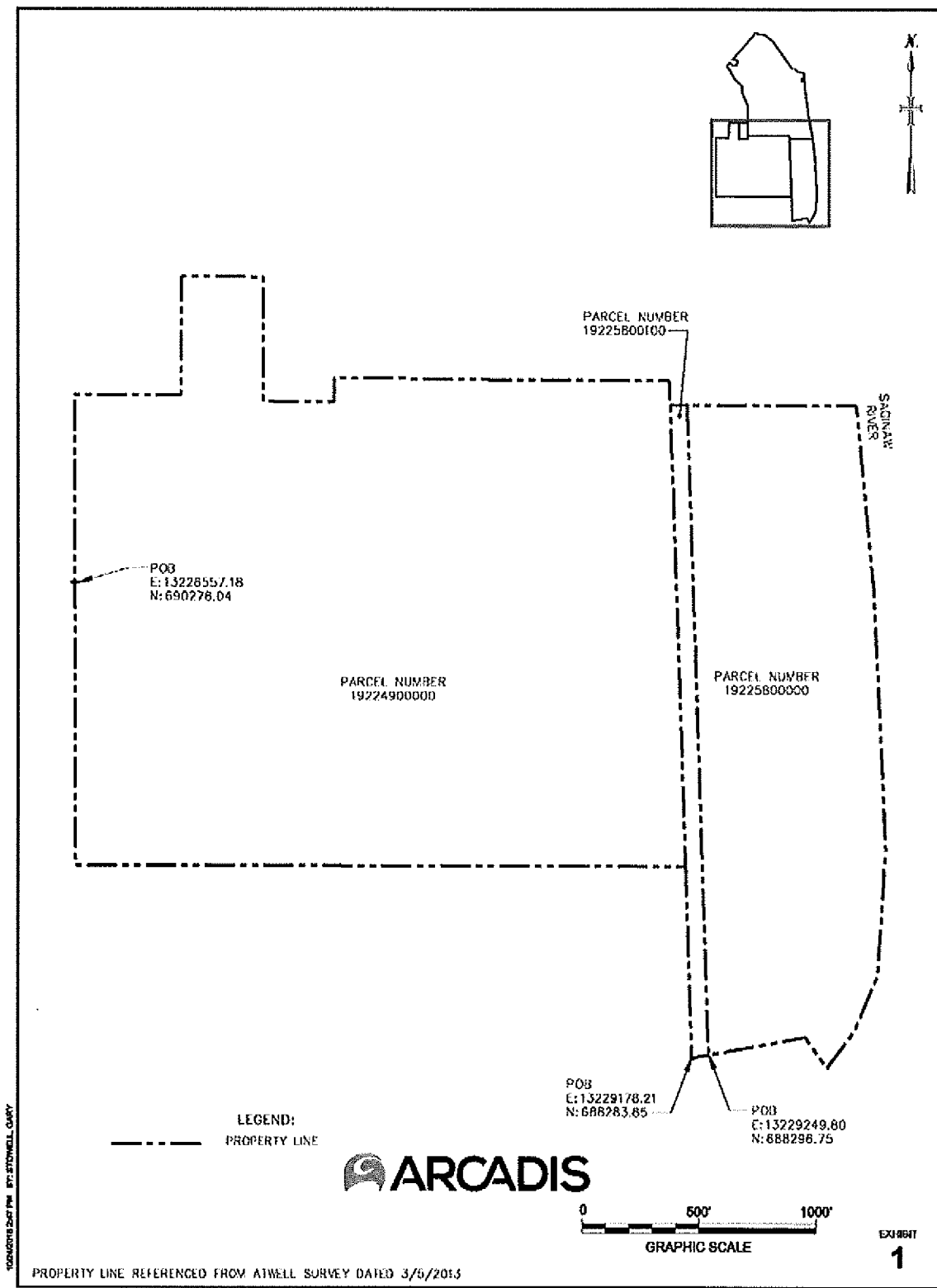
A strip of land 72.00 feet wide in Section 2, Township 11 North, Range 4 East, and in Section 35, Township 12 North, Range 4 East described as follows: To find the place of beginning, commence at the West 1A post of said Section 2; run thence North 01 degrees 30 minutes 00 seconds West along the West line of said Section 2, a distance of 176.33 feet to a point on the Northerly line of property conveyed to Consumers Power Company by a certain warranty deed date January 14, 1964; thence North 80 degrees 14 minutes 30 seconds East along the Northerly line of said property, a distance of 1,771.53 feet to the point of beginning of this description; running thence North 01 degrees 30 minutes 00 seconds West parallel with the West line of said Section 2, a distance of 1,965.72 feet to a point on the North line of said Section 2, said point being 1,754.31 feet distant Easterly of and measured along the North line of said Section 2 from the Northwest corner thereof; thence continuing North 01 degrees 30 minutes 00 seconds West into said Section 35, a distance of 778.65 feet to a point on the Southerly line of land now or formerly owned by General Motors Corporation, said point being 1,725.30 feet distant from and measured at right angles to the West line of said Section 35; thence South 89 degrees 05 minutes 00 seconds East along the Southerly line of said land now or formerly owned by General Motors Corporation, a distance of 72.06 feet; thence South 01 degrees 30 minutes 00 seconds East, parallel with the first course of this description, a distance of 778.25 feet to the South line of said Section 35; thence continuing South 01 degrees 30 minutes 00 seconds East a distance of 1,952.78 feet to the aforesaid Northerly line of the above mentioned property conveyed to Consumers Power Company by a certain warranty deed dated January 14, 1964; thence South 80 degrees 14 minutes 30 seconds West along said Northerly line of said property, a distance of 72.74 feet to the place of beginning. Containing 4.55 acres, more or less.

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

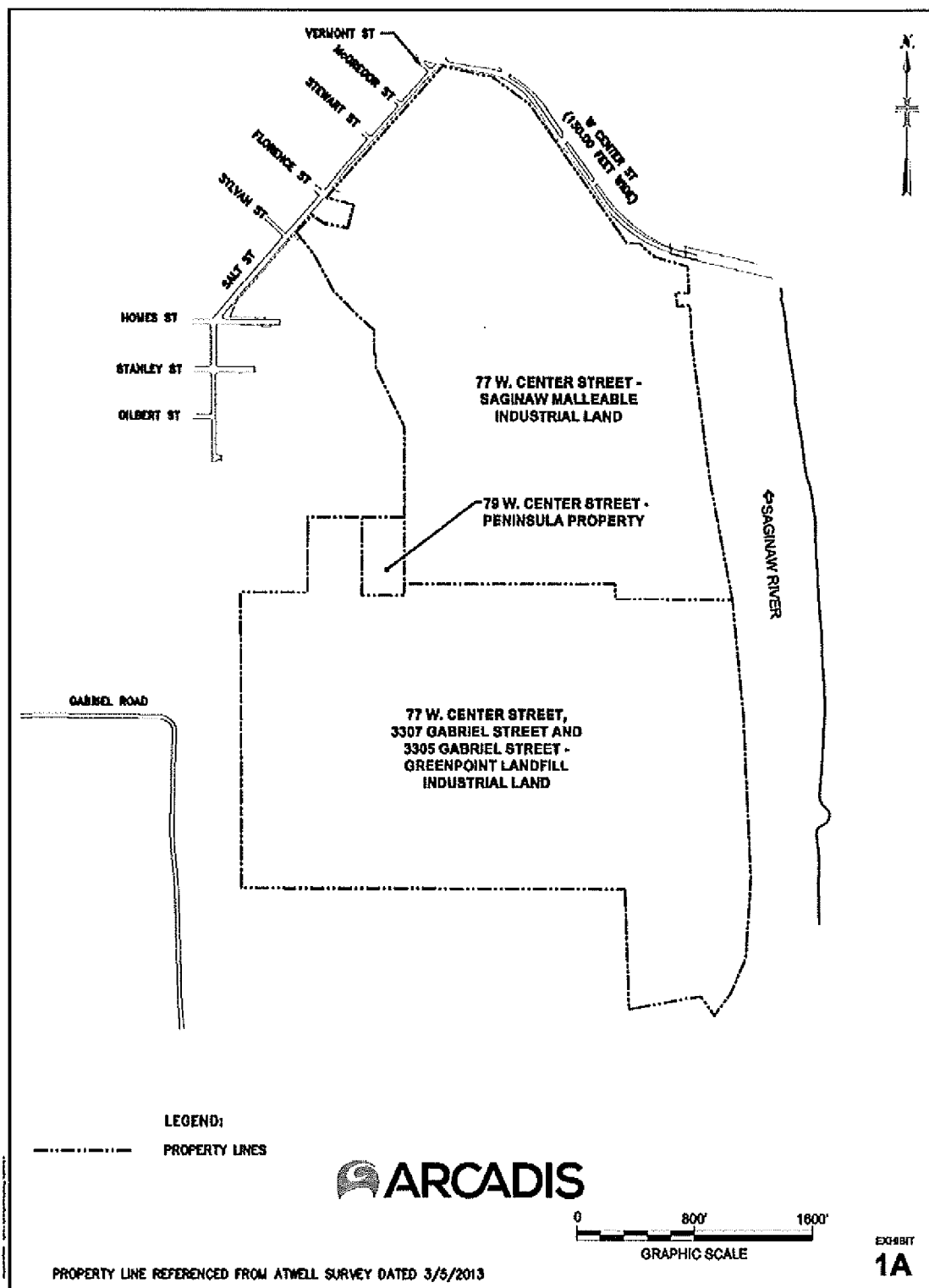
Commonly known as: 77 West Center Street, 3307 Gabriel Street, and 3305 Gabriel Street, Saginaw, MI 48602.



# 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	Ethylbenzene	DWP
	1,2-Dichloroethene	VI
	Methylene chloride	DWP
	Tetrachloroethene	GSIP
	Trichloroethene	VI
	Total Xylenes	DWP
	Acenaphthene	GSIP
	Anthracene	DWP
	Benzo(a)anthracene	DWP
	Benzo(a)pyrene	DWP
	Benzo(b)fluoranthene	DWP
	Benzo(g,h,i)perylene	DWP
	Benzo(k)fluoranthene	DWP
	Carbazole	DWP, GSIP
	Chrysene	DWP
	Dibenzofuran	DWP, GSIP
	Di-n-butyl phthalate	DWP, GSIP
	Fluoranthene	DWP, GSIP
	Fluorene	GSIP
	Indeno(1,2,3-cd)pyrene	DWP
	2-Methylnaphthalene	DWP, GSIP
	Naphthalene	GSIP
	Phenanthrene	DWP, GSIP
	Pyrene	DWP
	Aluminum	DWP
	Antimony	DWP, GSIP
	Arsenic	DWP, GSIP
	Cobalt	DWP, GSIP
	Copper	DWP
	Cyanide (Total)	GSIP, VI
	Iron	DWP
	Lead	DWP
	Manganese	DWP
	Mercury	DWP, GSIP
	Nickel	DWP
	PCBs (Total) <sup>A</sup>	DWP, GSIP, DC, RDC,
	Selenium	GSIP
	Silver	DWP, GSIP
	Thallium	DWP, GSIP
	Vanadium	DC, RDC
	2,3,7,8-Tetrachlorodibenzo-p-dioxin	RDC

**Soil**

DWP – Site-Specific Nonresidential Drinking Water Protection Criteria

GSIP – Site-Specific Groundwater Surface Water Interface Protection Criteria

VI – Site-Specific Soil Vapor Intrusion Criteria

DC – Site-Specific Nonresidential Direct Contact Criteria

RDC – Site-Specific Recreational 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 the 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.

A – PCBs were detected in soil in the Drum Remediation Area, which is located east of the Former Hillock Area and southwest of the landfill, and the impacted soil was excavated and disposed in the on-site landfill.

Media	Substance	Criteria Exceeded
Groundwater	Selenium	DWC, GSI
	Thallium	DWC, GSI
	Chromium (Total)	DWC, GSI
	Manganese	DWC, GSI
	Aluminum	DWC
	Iron	DWC
	Magnesium	DWC
	Cobalt	DWC
	Copper	DWC, GSI
	Total Cyanide	GSI, VI
	Silver	GSI
	Mercury	GSI
	Zinc	GSI
	Nickel	DWC
	Ethylbenzene	GSI, VI
	Xylenes, Total	GSI
	Antimony	DWC
	Lead	DWC, GSI
	Arsenic	DWC, GSI
	1,4-Dichlorobenzene	GSI, VI
	Bromodichloromethane	VI
	Chloroform	VI
	cis-1,2-Dichloroethene	DWC, GSI, VI
	trans-1,2-Dichloroethene	VI
	Isopropyl benzene	VI
	Trichloroethene	DWC, GSI, VI
	Vinyl chloride	DWC, GSI, VI
	Bis(2-Ethylhexyl)phthalate	DWC, GSI
	Sulfate	DWC
	1,1-Dichloroethene	DWC
	TDS	DWC
	Barium	DWC, GSI
	Chloride	DWC
	Sodium	DWC
	Cadmium	DWC, GSI
	Ammonia Nitrogen	DWC
	Nitrite	DWC

Media	Substance	Criteria Exceeded
Groundwater	Vanadium	DWC, GSI
	Benzene	DWC, GSI, VI
	1,4-Dioxane	DWC
	Naphthalene	GSI, VI
	2-Methylnaphthalene	DWC, GSI
	Pentachlorophenol	DWC
	Benzo(a)pyrene TEQ	DWC
	Carbazole	GSI
	Benzo(g,h,i)perylene	DWC
	Dibenzofuran	GSI
	Fluoranthene	GSI
	Phenanthrene	GSI, VI
	Perfluorooctanesulfonic acid (PFOS).	GSI
	PCBs (Total)	GSI

**Groundwater**

DWC – Site-Specific Nonresidential Drinking Water Criteria

GSI – Site-Specific Groundwater Surface Water Interface Criteria

VI – Site-Specific Volatilization to Indoor Air Inhalation Criteria

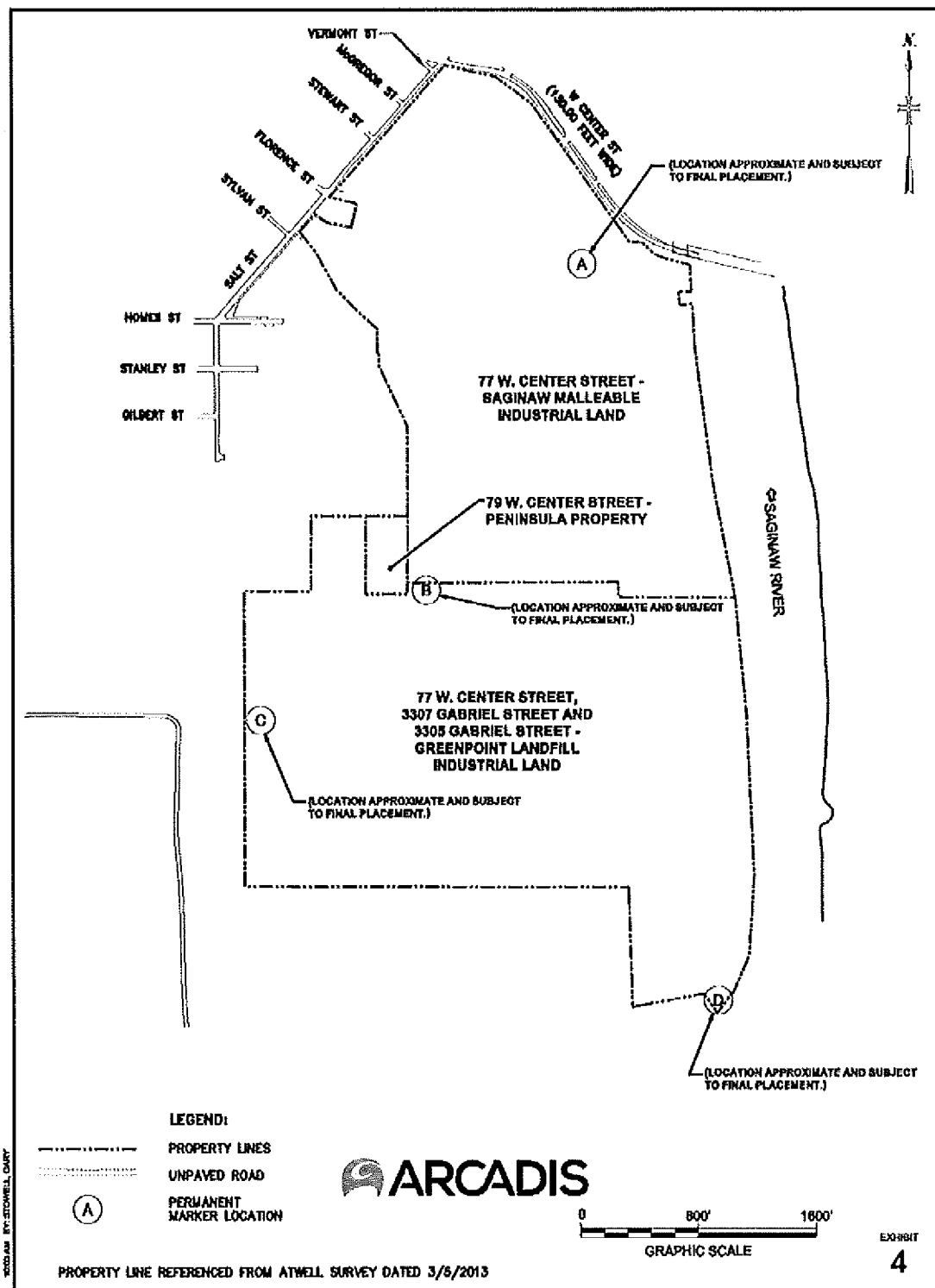
Site-Specific Nonresidential (SSNR) criteria were developed based on the MDEQ Part 201 Generic Cleanup Criteria – Draft 2017 Nonresidential Groundwater Criteria, except for VI criteria which are based on a SSVI request and MDEQ SSVI Criteria Memo dated September 12, 2018, and the GSI criteria, which are the MDEQ Rule 57 criteria. The final SSNR 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**

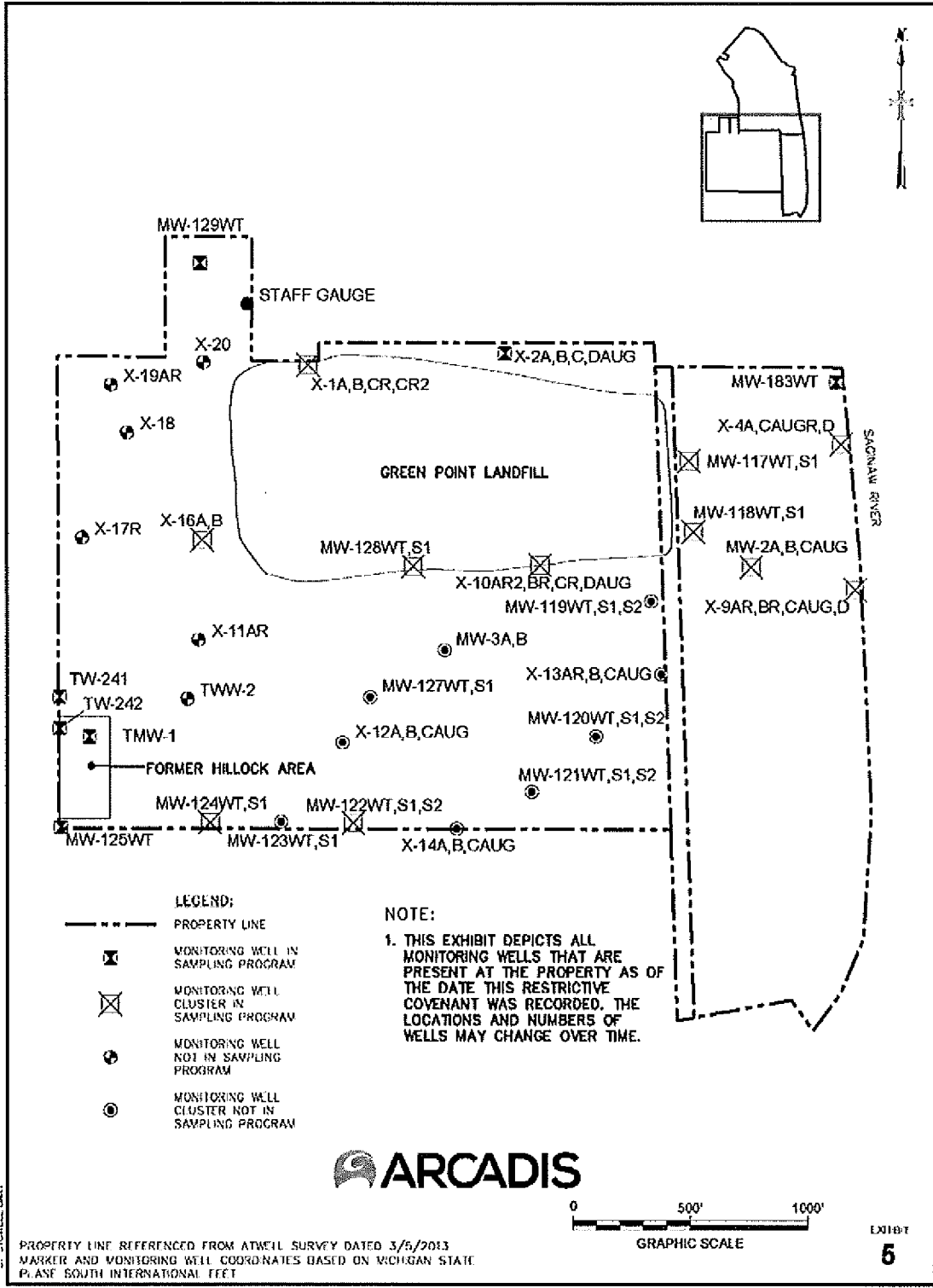
**Nonresidential Land Use:** This land use is characterized by any use which is not residential in nature and is primarily characterized by industrial and commercial uses but in this case also includes passive recreational use. Industrial uses typically involve manufacturing operations engaged in processing 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, and fishing, canoeing and kayaking from the Property in the adjacent Saginaw River and contiguous reaches including the southeastern mitigation wetland, but not in on-Site Surface Water Bodies.

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** **MONITORING WELLS**





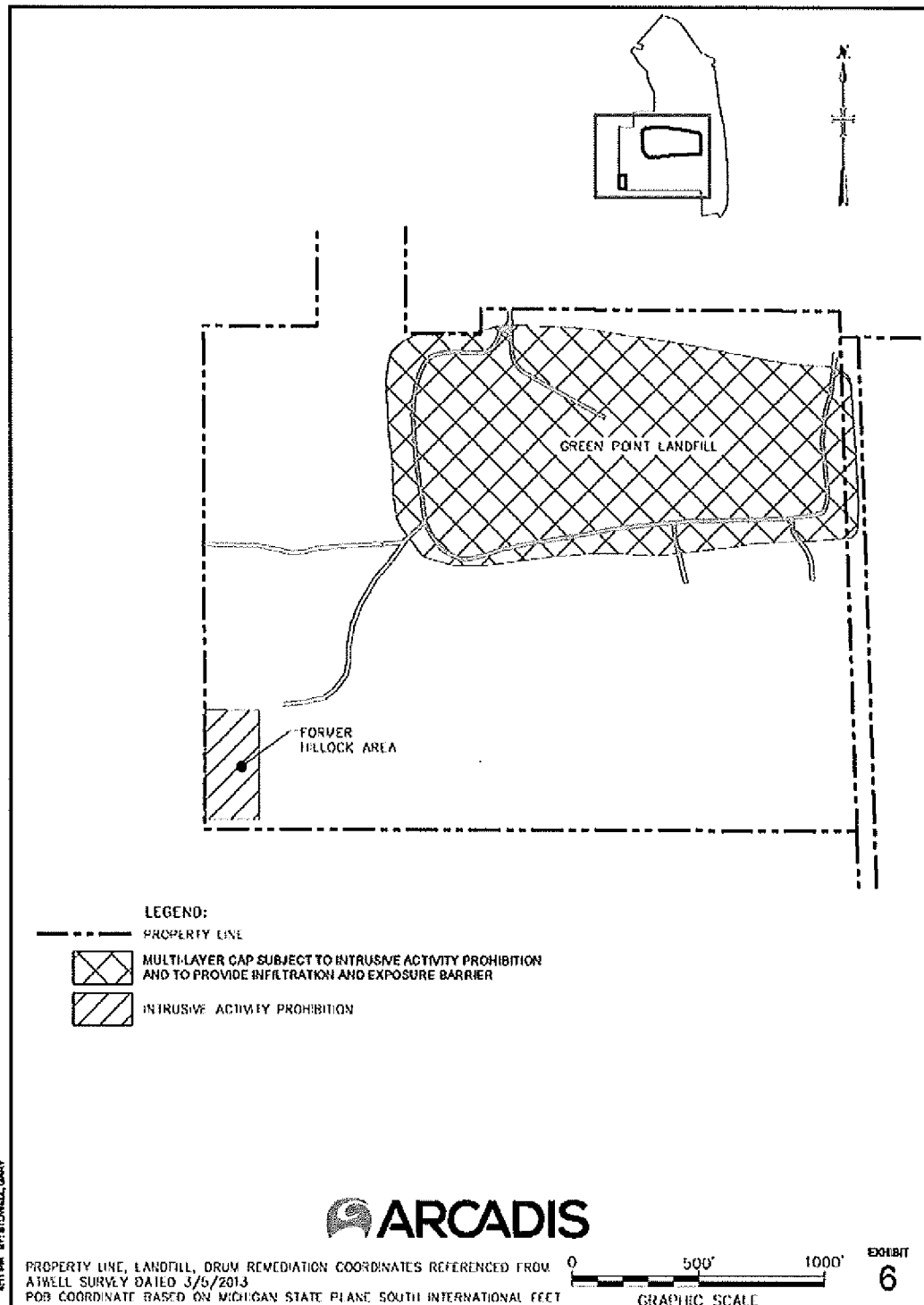
## MONITORING WELL LOCATIONS

Monitoring Well ID	X (Easting)	Y (Northing)
MW-117WT,S1	3229226.69	690629.73
MW-118WT,S1	13229245.51	690332.30
MW-119WT,S1,S2	13229067.13	690042.97
MW-120WT,S1,S2	13228832.74	689475.43
MW-121WT,S1,S2	13228561.30	689243.58
MW-122WT,S1,S2	13227806.42	689113.88
MW-123WT,S1	13227498.44	689117.62
MW-124WT,S1	13227195.21	689115.02
MW-125WT	13226567.49	689094.30
MW-127WT,S1	13227877.90	689639.72
MW-128WT,S1	13228060.84	690188.45
MW-129WT	13227155.48	691461.33
MW-183WT	13229852.19	690962.54
MW-2A,B,CAUG	13229491.02	690185.77
MW-3A,B	13228193.51	689836.85
STAFF GAUGE	13227357.35	691287.86
TMW-1	13226688.32	689474.70
TW-241	13226562.00	689640.93
TW-242	13226563.38	689508.49
TWW-2	13227100.84	689632.71
X-10AR2,BR,CR,DAUG	13228596.51	690193.87
X-11AR	13227147.47	689880.06
X-12A,B,CAUG	13227760.08	689449.37
X-13AR,B,CAUG	13229109.68	689735.50
X-14A,B,CAUG	13228245.83	689088.83
X-16A,B	13227163.17	690298.64
X-17R	13226657.46	690308.45
X-18	13226848.08	690749.18
X-19AR	13226779.92	690949.85
X-1A,B,CR,CR2	13227614.13	691031.90
X-20	13227168.69	691044.20
X-2A,B,C,DAUG	13228449.30	691081.39
X-4A,CAUGR,D	13229874.09	690700.02
X-9AR,BR,CAUG,D	13229932.67	690090.14

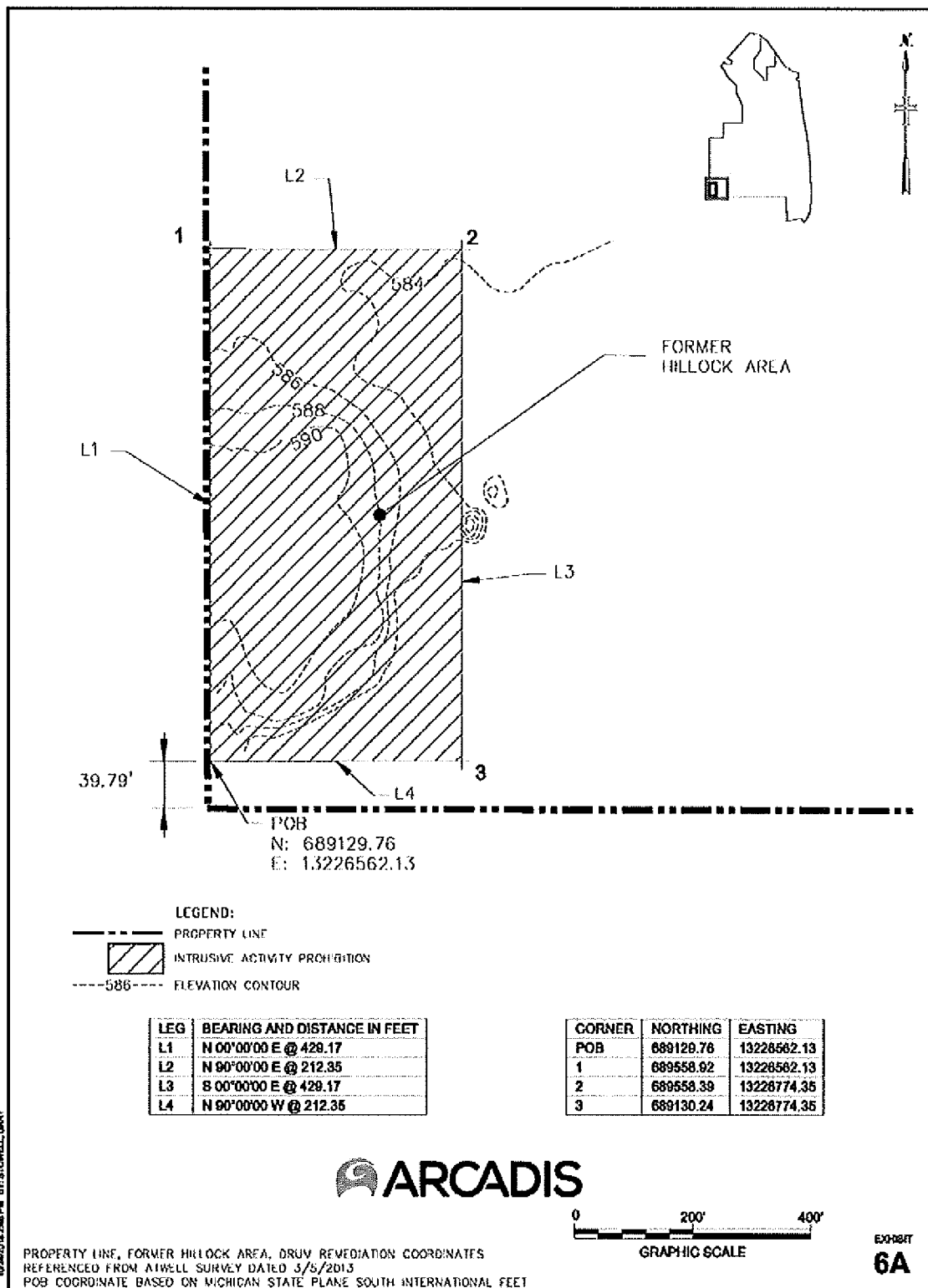
NOTE: MICHIGAN SOUTH STATE PLANE COORDINATE SYSTEM NAD83,  
IN U.S. INTERNATIONAL FEET.

**EXHIBIT 6**

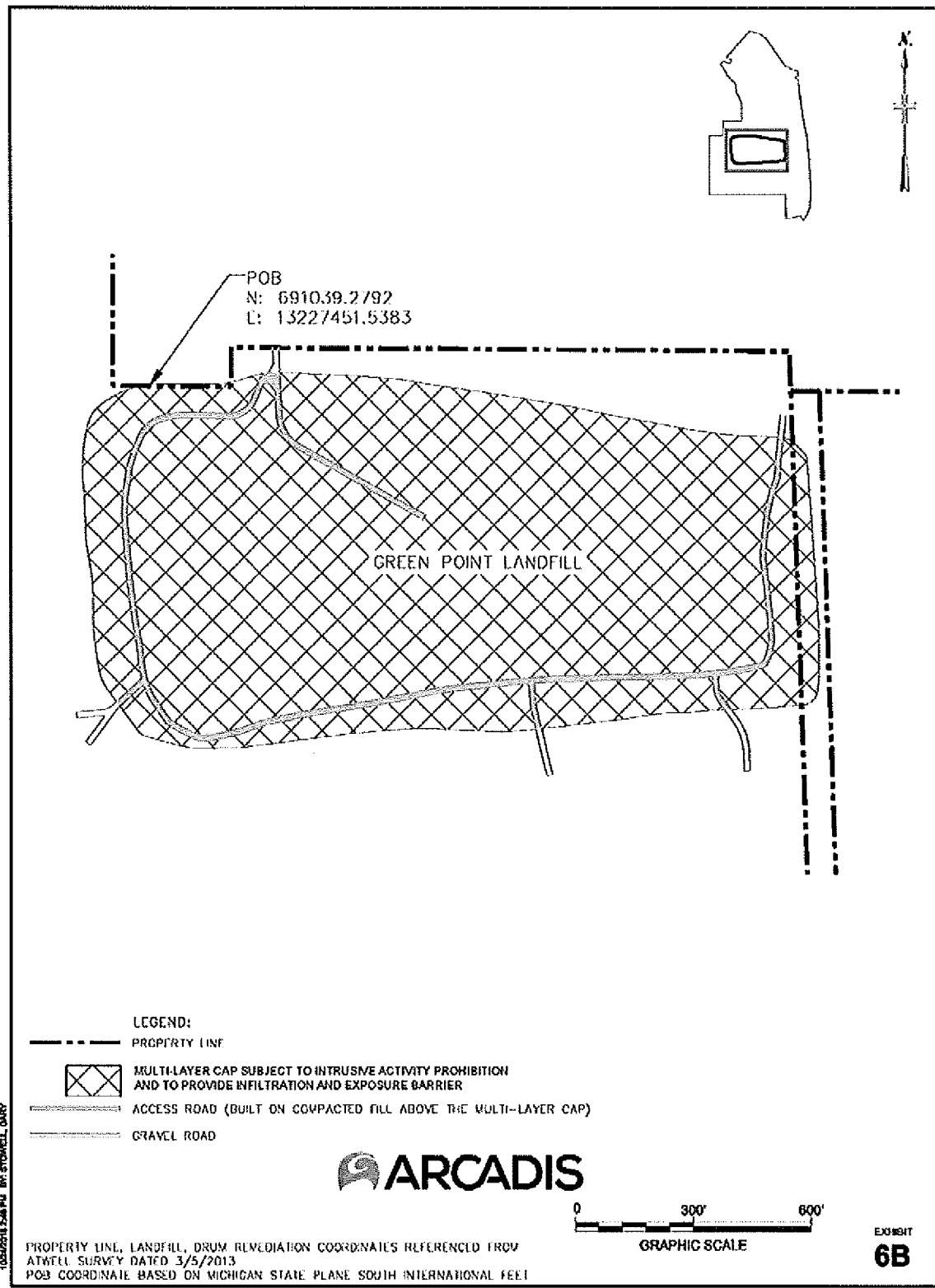
**INTRUSIVE ACTIVITIES PROHIBITION AREAS AND EXPOSURE BARRIER**



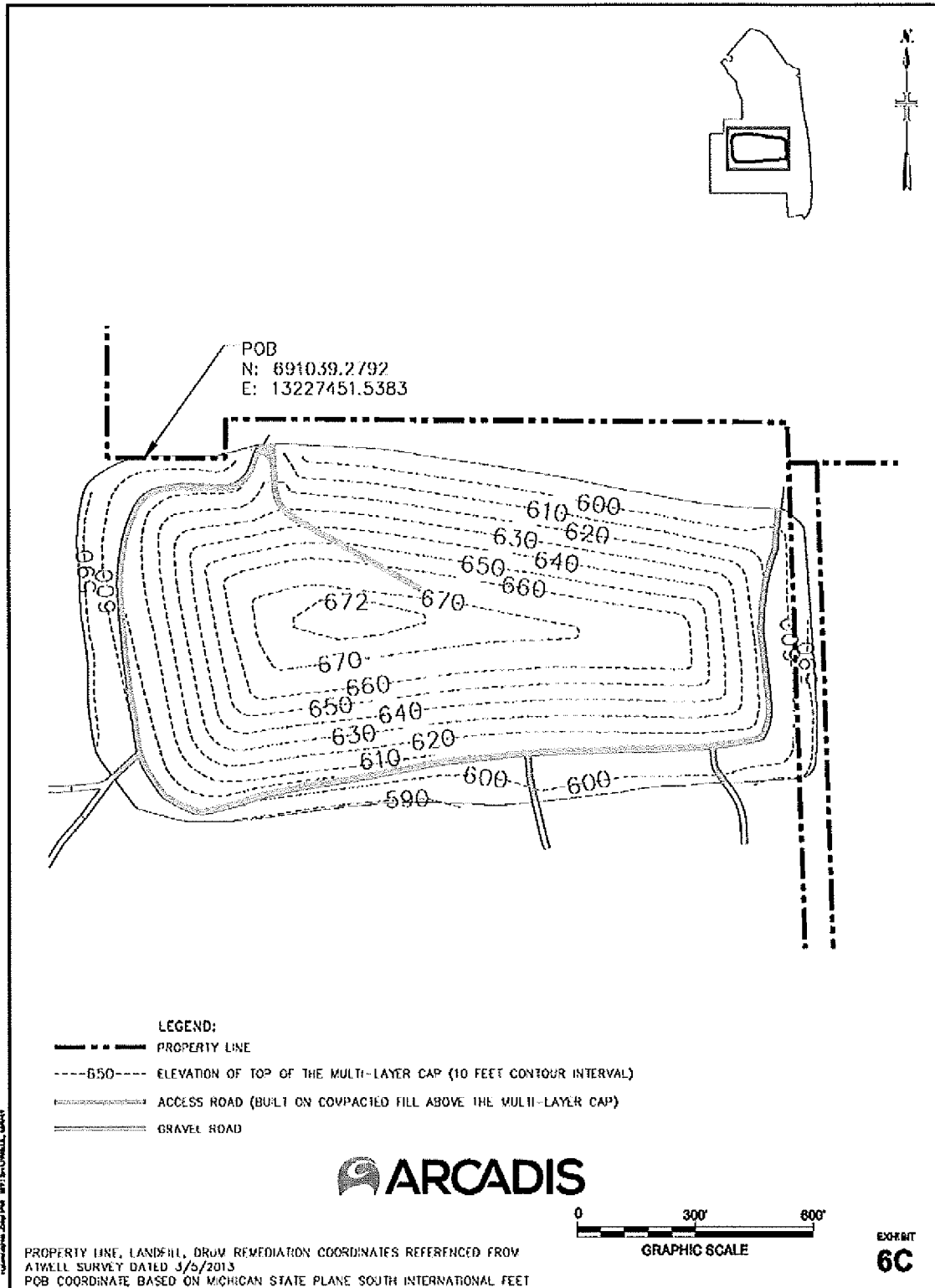
# HILLOCK AREA



# GREEN POINT LANDFILL



# GREEN POINT LANDFILL CAP

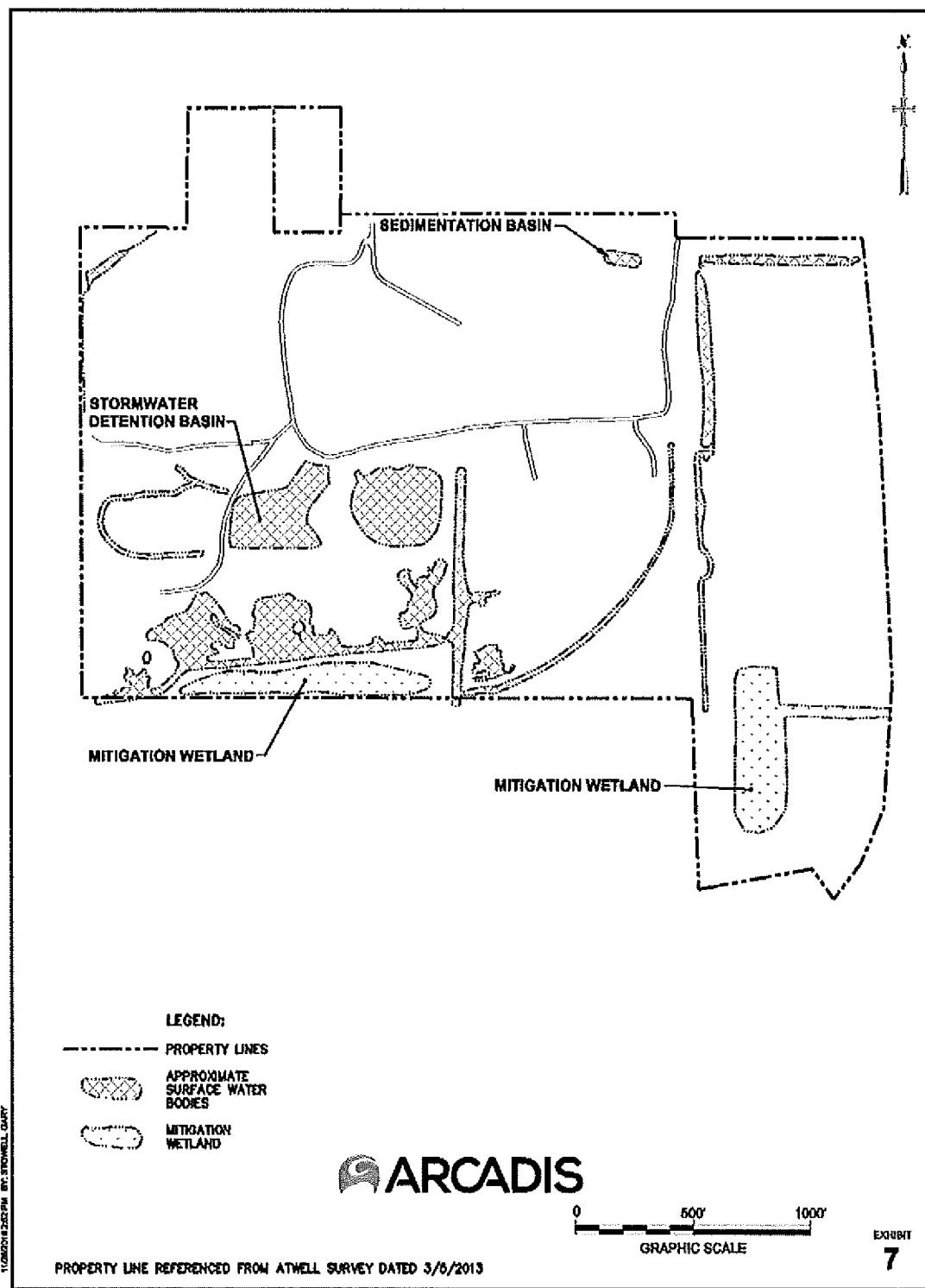


**GREEN POINT LANDFILL INTRUSIVE ACTIVITY PROHIBITION AREA AND MULTI-LAYER CAP LEGAL DESCRIPTION**

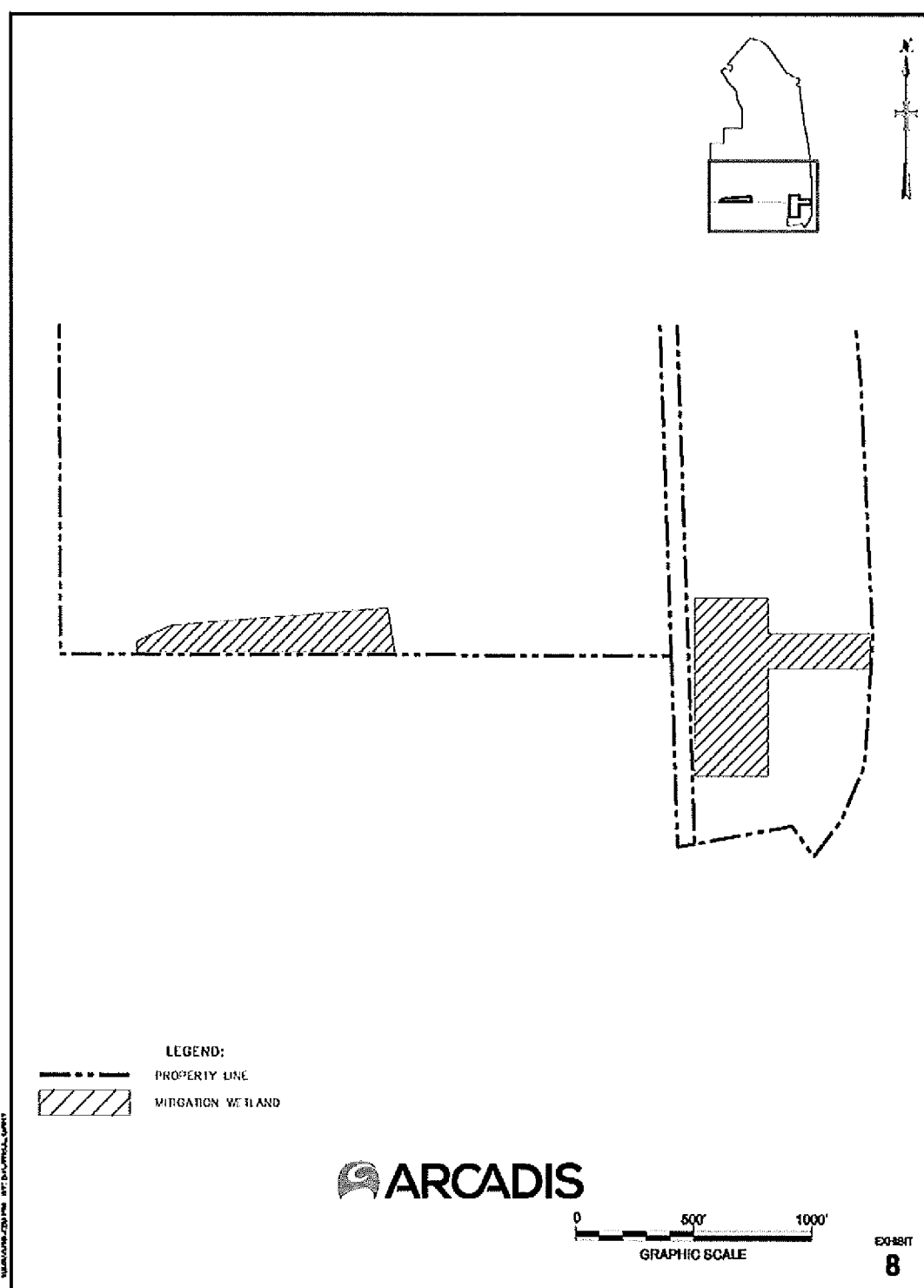
COMMENCING AT THE NORTHWEST CORNER OF SECTION 2, BEING PART OF SECTIONS 34 & 25, T12N, R4E, AND PORT OF SECTIONS 2 & 3, T11N, R4E, CITY OF SAGINAW, SAGINAW COUNTY, MICHIGAN; THENCE N 89°38'51"W 799.20 FEET; THENCE N00°08'29"E 499.70 FEET; THENCE S89°40'47"E 349.80 FEET; THENCE S00°10'11"W 524.17 FEET; THENCE S89°35'00"E 93.18 FEET FOR A PLACE OF BEGINNING; THENCE S89°35'00"E 207.15 FEET; THENCE N00°07'58"E 28.14 FEET; THENCE N82°28'14"E 118.92 FEET; THENCE S88°57'13"E 211.54 FEET; THENCE 286.39 FEET ALONG THE ARC OF A 2867.43 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 05°43'21", HAVING A CHORD WHICH BEARS S82°49'03"E 286.27 FEET; THENCE S81°30'00"E 824.74 FEET; THENCE S01°57'47"E 655.90 FEET; THENCE S84°08'50"W 689.95 FEET; THENCE S89°32'20"W 358.09 FEET; THENCE S83°33'58"W 482.42 FEET; THENCE 329.75 FEET ALONG THE ARC OF A 204.55 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 92°21'50", HAVING A CHORD WHICH BEARS N53°31'36"W OF 295.19 FEET; THENCE N05°11'42"W 547.12 FEET; THENCE 264.35 FEET ALONG THE ARC OF A 164.91 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 91°50'42", HAVING A CHORD WHICH BEARS N39°53'06"E 236.94 FEET TO THE PLACE OF BEGINNING. CONTAINING 33.58 ACRES OF LAND MORE OR LESS, SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD IF ANY.

Description from Atwell survey dated 3/5/2013.

**EXHIBIT 7**  
**ON-SITE SURFACE WATER BODIES**

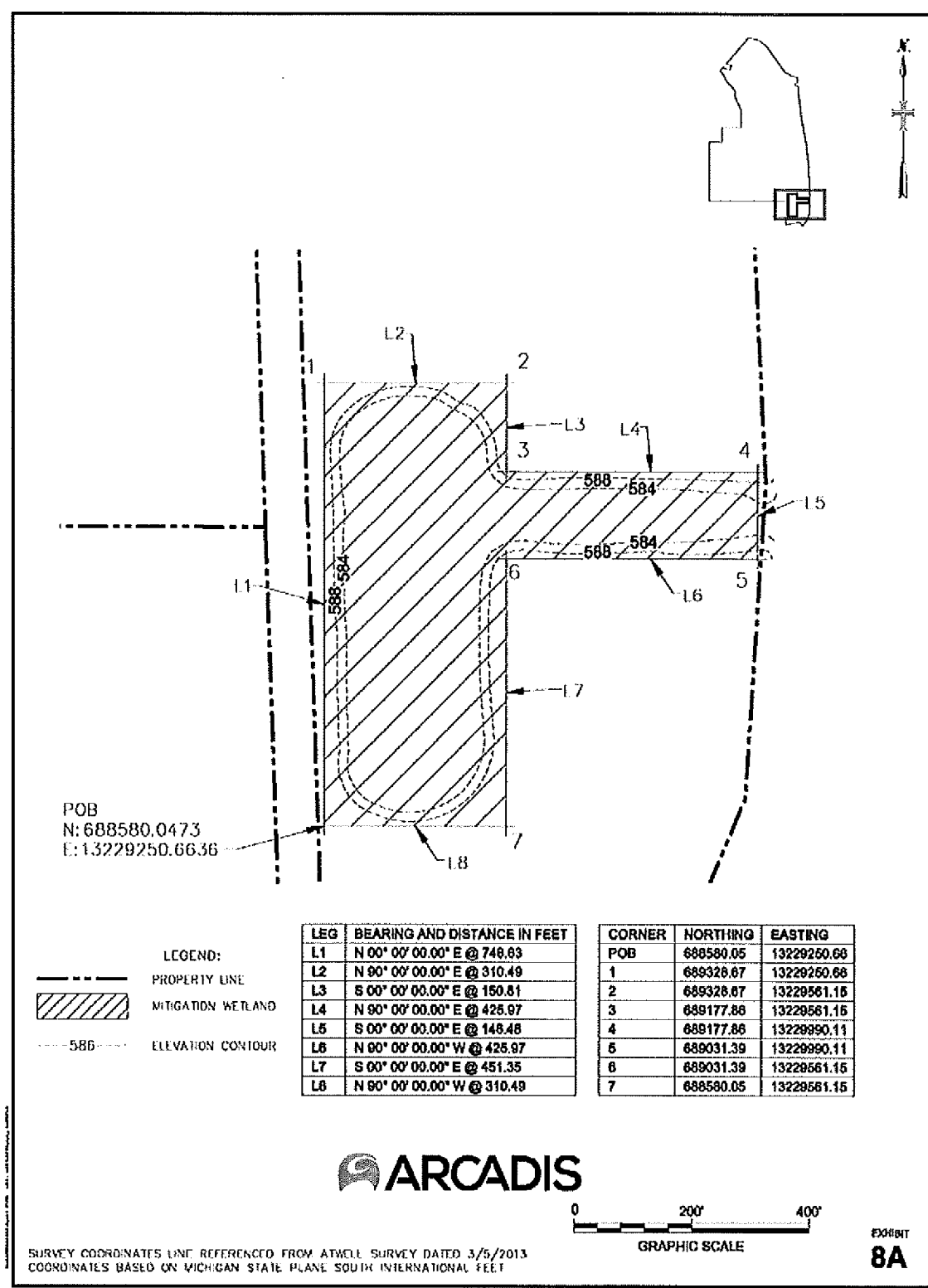


**EXHIBIT 8**  
**MITIGATION WETLANDS**





# SOUTHEAST MITIGATION WETLAND



# WEST MITIGATION WETLAND

