Ohio Environmental Protection Agency

Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

Pamela Barnett, PG
RACER Trust
500 Woodward Ave., Ste. 2650
Detroit, MI 48226

Re: GMC Powertrain, Parma
Covenant
Approvals
Voluntary Action Program
Cuyahoga County
218002907007

CERTIFIED MAIL

Subject: Issuance of Covenant Not to Sue for the General Motors Powertrain (GMPT) Parma Powertrain Assembly Plant Property, (19NFA722)

Dear Ms. Barnett:

I am pleased to inform you that on March 1, 2021, the Director of the Ohio Environmental Protection Agency ("Director") issued a Covenant Not to Sue ("CNS") to Revitalizing Auto Communities Environmental Response (RACER) Trust for the General Motors Powertrain (GMPT) Parma Powertrain Assembly Plant property, located at 5520 Chevrolet Blvd., Parma, Cuyahoga County, Ohio (the "Property"). The CNS was issued as Final Findings and Orders, pursuant to Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300.

The CNS states that based on the No Further Action (NFA) Letter, and subject to all conditions set forth in these Findings and Orders, including but not limited to the terms and conditions of the Operation and Maintenance (O&M) Agreement, Ohio Environmental Protection Agency (Ohio EPA) covenants not to sue and releases RACER Trust and 54 Chevy, LLC, and its agents, employees, members, shareholders, officers, directors, successors and assigns, and successors and assigns of the Property, from all civil liability to the State of Ohio to perform additional investigational and remedial activities. The covenant not to sue and release of liability applies to the Property that has undergone a Phase I or Phase II property assessment in compliance with ORC Chapter 3746 and OAC Chapter 3745-300, or has been the subject of remedial activities conducted under ORC Chapter 3746 and OAC Chapter 3745-300, to address a release of hazardous substances or petroleum, and the assessment or the remedial activities demonstrate or result in compliance with applicable standards.

Enclosed with the mailing is the original CNS and its exhibits for the required recording of the CNS documents in the same manner as a deed for the Property, as instructed by the

CNS "Conditions and Limitations" section. The enclosed letter to the recorder's office should also be presented to the recorder's office staff to explain the required recording.

Further, enclosed with the mailing is the original Environmental Covenant for the CNS. The Environmental Covenant must also be recorded in the same manner as a deed to the Property (see the CNS "Conditions and Limitations"). Please record the Environmental Covenant just prior to and separate from the CNS recording in the Property's chain of title. The CNS becomes effective on the date of the recording of the Environmental Covenant. For questions on the recording of these documents, please contact Bill Damschroder with the Ohio EPA Legal Office at (614) 644-3037.

Remember to send Ohio EPA a complete copy of each recorded document that shows the recorder's date-stamp and recorded location. Documents may be sent by email (preferred) or mail to the attention of Angela Edwards, Division of Environmental Response and Revitalization Records Management Officer, at the following address:

Ohio EPA – Division of Environmental Response and Revitalization
Voluntary Action Program
50 W. Town St., Suite 700
Columbus, OH 43215
Email: records@epa.ohio.gov

OAC 3745-300-03 authorizes Ohio EPA to charge for the actual costs that it may incur related to site-specific activities, such as the monitoring of compliance with obligations under the CNS, Operation and Maintenance Agreement or Plan, Risk Mitigation Plan, or Environmental Covenant, including review of the submitted reports. The Ohio EPA will send a separate correspondence to provide the number of the account established for the Property and to ask for verification of the billing information.

This action of the Director is final and may be appealed to the Environmental Review Appeals Commission ("Commission") pursuant to ORC 3745.04. The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within thirty (30) days after notice of the Director's action. The appeal must be accompanied by a filing fee of $70.00, made payable to "Treasurer, State of Ohio", which the Commission, in its discretion, may reduce if by affidavit it is demonstrated that payment of the full amount of the fee would cause extreme hardship. Notice of the filing of the appeal shall be filed with the Director within three (3) days after the appeal is filed with the Commission. Ohio EPA requests that a copy of the appeal be served upon the Ohio Attorney General's Office, Environmental Enforcement Section. An appeal may be filed with the Commission at the following address: Environmental Review Appeals Commission, 30 East Broad Street, 4th Floor, Columbus, Ohio 43215.

Congratulations on the issuance of this CNS. Many persons within the agency, RACER Trust, 54 Chevy, LLC., and Haley & Aldrich, among others, worked hard to remove the environmental barriers associated with redeveloping this property. If you have any

questions or concerns, feel free to contact me at (614) 644-2295 or via e-mail at lisa.shook@epa.ohio.gov.

Sincerely,

Kelly Nutter for

Lisa Shook
Manager, Voluntary Action Program
Division of Environmental Response and Revitalization

Enclosure

cc: Richard Volpi, Certified Professional, Haley & Aldrich
6500 Rockside Rd., Ste. 200, Independence, Ohio 44131

Joseph Greenburg, 54 Chevy, LLC.
30100 Chagrin Blvd., Ste. 120, Pepper Pike, Ohio 44124

ec: Scott Aschenbrener, DERR-NEDO
Bill Damschroder, Legal Office
records@epa.ohio.gov

BEFORE THE

OHIO ENVIRONMENTAL PROTECTION AGENCY

In the matter of:	:	
	:	
Revitalizing Auto Communities Environmental Response (RACER) Trust 500 Woodward Ave., Ste. 2650 Detroit, MI 48226	:	**Covenant Not to Sue** **Director's Final Findings and Orders**
	:	
Regarding property known as:	:	
	:	
General Motors Powertrain (GMPT) Parma Powertrain Assembly Plant 5520 Chevrolet Blvd. Parma, Ohio 44130	:	

Pursuant to Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300, the Director of the Ohio Environmental Protection Agency (the "Director") hereby makes the following Findings and issues the following Orders ("Findings and Orders").

FINDINGS

1. A No Further Action Letter, No. 19NFA722 (the "NFA Letter"), was submitted on January 3, 2019 to the Director under the Voluntary Action Program on behalf of RACER Trust (the "Volunteer"), by Richard W. Volpi, a certified professional, No. CP193, as defined in ORC 3746.01(F) and OAC 3745-300-01(A) (the "Certified Professional").

2. The Certified Professional issued the NFA Letter by his CP affidavit on December 17, 2018. The Certified Professional also submitted to the Director addenda to the NFA Letter, which were issued under CP affidavit on April 22, 2019 and June 20, 2019. For the purposes of these Findings and Orders, the term "NFA Letter" includes the addenda.

3. The NFA Letter describes the investigational and remedial activities undertaken at

the approximately 33-acre property, known as GMPT Parma Powertrain Assembly Plant, located at 5520 Chevrolet Blvd., Parma, Cuyahoga County, Ohio (the "Property"). An exact legal description of the Property is attached hereto as Exhibit 1. A property location map is attached hereto as Exhibit 2. Based on information in the NFA Letter, the Property is owned by 54 Chevy, LLC.

4. The Certified Professional prepared pursuant to OAC 3745-300-13 an Executive Summary of the NFA Letter, which is attached hereto as Exhibit 3.

Summary of the voluntary action for the Property

5. Based upon the information in the NFA Letter, the Volunteer undertook the following investigational and remedial activities regarding the Property:

   a. A Phase I Property Assessment pursuant to OAC 3745-300-06, to determine whether there is any reason to believe that a release of hazardous substances or petroleum has or may have occurred on or from the Property.

   b. A Phase II Property Assessment pursuant to OAC 3745-300-07, including but not limited to investigations of identified areas and affected media at the Property, to assess environmental conditions related to releases of hazardous substances and/or petroleum.

   c. Activity and use limitations, as described in a proposed Environmental Covenant pursuant to ORC 5301.80 to 5301.92, subject to execution by the Director and recording as described in these Findings and Orders. In general, the activity and use limitations will: i) limit the Property to certain allowable land uses, including commercial use, industrial use or combination of these uses; ii) prohibit the extraction and use of ground water underlying the Property for purposes other than as specified; and iii) require operation and maintenance of engineering controls, if any, at the Property.

   d. Engineering controls, as described in an Operation and Maintenance ("O&M") Plan pursuant to OAC 3745-300-11 that provides for engineering control operation, maintenance, inspection, reporting and other requirements to ensure long-term protectiveness. The engineering controls consist of: i) the building foundation slab and ii) the vapor mitigation system for the 475,000 square foot building. The O&M Plan provides a process to verify effective implementation of new engineering controls used with future buildings at the Property.

   e. Risk mitigation measures, as described in a Risk Mitigation Plan ("RMP") pursuant to OAC 3745-300-11, providing protection for workers performing

construction or excavation activities in soil and ground water beneath the building at the Property.

f. A demonstration that the Property complies with applicable standards based on the remedial activities for the identified chemicals of concern ("COCs") in the identified areas at the Property and in affected media. The demonstration was made using generic numerical standards and a property-specific risk assessment and a ground water protection demonstration.

6. The Certified Professional has verified by affidavit that the voluntary action was conducted and the NFA Letter was issued for the Property in accordance with ORC Chapter 3746 and OAC Chapter 3745-300, that the Property is eligible for the Voluntary Action Program, and that the voluntary action was conducted in compliance with all applicable federal, state and local laws and regulations.

7. At the time that analyses were performed, Test America (North Canton), Test America (Knoxville), Test America (Nashville), ALS, and Pace Analytical Laboratories were certified laboratories, CL0024, CL0059, CL0033, CL103, CL101, respectively, as defined in ORC 3746.01(E) and OAC 3745-300-01(A), whose services were used in support of the NFA Letter.

8. The Environmental Covenant will be recorded in the same manner as a deed to the Property with Cuyahoga County as described in the Environmental Covenant and Order No. 2 herein. A copy of the executed Environmental Covenant is attached hereto as Exhibit 4. The Environmental Covenant upon recording will:

a. Limit the Property to commercial or industrial land use, as those terms are defined in OAC 3745-300-08(C)(2) (effective 2014).

b. Prohibit the extraction or use of ground water underlying the Property for any purpose, except for the investigation, monitoring or remediation of the ground water or in conjunction with construction or excavation activities or maintenance of subsurface utilities.

c. Require operation and maintenance of each engineering control used to comply with applicable standards at the Property.

9. Regarding the O&M Plan activities, Ohio EPA and 54 Chevy, LLC and RACER Trust have entered into an O&M Agreement, which incorporates by reference the O&M Plan and allows for O&M Plan modifications, in part to mitigate or eliminate human exposure to COCs from releases on or from the Property. The O&M Agreement is attached hereto as Exhibit 5 and incorporated by reference herein.

10. The Risk Mitigation Plan (RMP) dated April 2019 was developed pursuant to OAC

3745-300-11. The RMP is attached hereto as Exhibit 6 and incorporated by reference herein. The implementation of the RMP is necessary to mitigate or eliminate human exposure to COCs in order to comply with applicable standards during construction or excavation activities beneath the building slab at the Property.

11. The Volunteer conducted the voluntary action under Ohio's Voluntary Action Program in accordance with the procedures established under the Memorandum of Agreement - Brownfield and Voluntary Action Program MOA Track" entered into between the United States Environmental Protection Agency, Region V, and Ohio EPA, which was first executed on July 31, 2001, superseded in November 2007, and modified on February 23, 2017 (collectively the "MOA"). The voluntary action was implemented under the applicable "VAP MOA Track" procedures.

Applicable Standards

12. Based on the information contained in the NFA Letter and all conditions set forth in these Findings and Orders, the Property meets applicable standards contained in ORC Chapter 3746 and OAC Chapter 3745-300 for various uses including commercial and industrial land use and restricted ground water use. The applicable standards for the Property are those in effect when the NFA Letter was issued on December 17, 2018. The applicable standards, the methods of achieving compliance with the standards, and the associated points of compliance for the standards for each complete exposure pathway, are identified in the NFA Letter or by applicable law. The standards include one or more of the following:

    a. Generic numerical standards determined in accordance with OAC 3745-300-08.

    b. Property-specific risk assessment standards developed in accordance with OAC 3745-300-09.

    c. Background standards determined in accordance with ORC 3746.06(A) and OAC 3745-300-07(H).

    d. Standards for residential (potable) use of ground water underlying the Property, applied in accordance with ORC 3746.06(B) and OAC 3745-300-07(F).

13. Based on the remedies identified in this paragraph, the Property complies with applicable standards. Failure of one or more remedial activities may constitute noncompliance with applicable standards. The remedies include:

    a. The activity and use limitations set forth in the Environmental Covenant

attached hereto, which once recorded will limit the Property to commercial or industrial land use, prohibit the extraction or use of ground water, and require the operation and maintenance of engineering controls at the Property.

b. The engineering controls and associated activities set forth in the O&M Plan and the O&M Agreement attached hereto, which prevent contact to COCs in soil, ground water, and volatilization to indoor air.

c. The risk mitigation measures implemented under the RMP attached hereto, which mitigate exposure to COCs in soil and ground water for construction and excavation activities.

14. Remedy changes may be undertaken or documented in accordance with OAC 3745-300-11. Documentation of new or revised remedies may be reviewed as an Ohio EPA public record. (Many public records are available to download from Ohio EPA's eDocument search engine page.) Any new or modified activity and use limitation would be established under an environmental covenant recorded in the same manner as a deed for the Property.

15. Pursuant to ORC 3746.12(A), the Director of Ohio EPA is authorized to issue a covenant not to sue for the Property through these Findings and Orders. Based on the NFA Letter and subject to all conditions set forth in these Findings and Orders, the remedial activities conducted for the Property are protective of public health and safety and the environment.

ORDERS

Covenant

1. Based on the NFA Letter, and subject to all conditions set forth in these Findings and Orders, including but not limited to the terms and conditions of the O&M Agreement, Ohio EPA hereby covenants not to sue and releases RACER Trust and 54 Chevy, LLC, and its agents, employees, members, shareholders, officers, directors, successors and assigns, and successors and assigns of the Property, from all civil liability to the State of Ohio (the "State") to perform additional investigational and remedial activities. This covenant not to sue and release of liability ("Covenant") applies to the Property that has undergone a Phase I or Phase II property assessment in compliance with ORC Chapter 3746 and OAC Chapter 3745-300 or has been the subject of remedial activities conducted under ORC Chapter 3746 and OAC Chapter 3745-300 to address a release of hazardous substances or petroleum, and the assessment or the remedial activities demonstrate or result in compliance with applicable standards.

Conditions and Limitations

Effectiveness of the Covenant– Recording of the Environmental Covenant

2. The Covenant provided in Order No. 1 herein shall become effective upon the date the Environmental Covenant is recorded in accordance with this Order. The Environmental Covenant shall be filed as a document separate from the filing required by Order No. 3 herein. Within thirty (30) days after the issuance of these Findings and Orders, RACER Trust shall:

   a. File with the Cuyahoga County Fiscal Officer's Recorded Documents Office for recording, in the same manner as a deed to the Property pursuant to ORC 3746.14 and 5301.88, the Environmental Covenant as executed and attached hereto as Exhibit 4. The document for recording may be an executed original or a copy of the same authenticated by Ohio EPA; and

   b. Submit to Ohio EPA a copy of the recorded Environmental Covenant that shows the filing date stamp of the Cuyahoga County Fiscal Officer's Recorded Documents Office or other reliable information that verifies the recording of the document in accordance with this Order. The submission shall include a cover letter that identifies "*Recorded - Environmental Covenant for General Motors Powertrain Parma Powertrain Assembly Plant, NFA Letter No. 19NFA722.*" The submission shall be delivered by U.S. mail or by other reliable means to the DERR Records Management Officer at Ohio EPA's Central Office, 50 West Town Street, P.O. Box 1049, Columbus, OH 43216-1049, or at records@epa.ohio.gov.

Requirement to Record These Findings and Orders / Covenant Not to Sue

3. Within thirty (30) days after the issuance of these Findings and Orders, RACER Trust shall:

   a. File with Cuyahoga County Fiscal Officer's Recorded Documents Office, for recording in the same manner as a deed to the Property pursuant to ORC 3746.14, a copy of these Findings and Orders, including Exhibits 1 (Legal Description), 2 (Property Location Map) and 3 (Executive Summary).

   b. Submit to Ohio EPA a copy of the Findings and Orders that shows the filing date stamp of the Cuyahoga County Fiscal Officer's Recorded Documents Office or other reliable information that verifies the recording of the Findings and Orders in accordance with this Order. The submission shall include a cover letter that identifies "*Recorded - Covenant Not to Sue for NFA Letter No. 19NFA722*" The submission shall be delivered by U.S. mail or by other reliable means to the DERR Records Management Officer at Ohio EPA's Central Office, 50 West Town Street, P.O. Box 1049, Columbus, OH 43216-

1049, or at records@epa.ohio.gov.

O&M Agreement – Required Notification When Transfer Property or Assign Covenant

4. Pursuant to ORC 3746.12(A)(2) and the O&M Agreement, RACER Trust and 54 Chevy, LLC or Transferee under the Agreement, if any, shall notify the Director of each transfer or assignment of the Property or any portion of the Property or of the Covenant within fourteen days. The notice to Ohio EPA shall include a cover letter that identifies *"Notice of Conveyance pursuant to ORC 3746.12(A)(2) - NFA Letter No. 19NFA722."* The notice shall be delivered by U.S. mail or by other reliable means to the DERR Records Management Officer at Ohio EPA's Central Office, 50 West Town Street, P.O. Box 1049, Columbus, OH 43216-1049, or at records@epa.ohio.gov.

Risk Mitigation Plan – Required Compliance and Annual Notification

5. Pursuant to ORC 3746.12(A) and OAC 3745-300-11, the Covenant provided in Order No. 1 of these Findings and Orders is conditioned on compliance with the RMP or an approved new or modified RMP pursuant to that rule. The Covenant is also conditioned on Ohio EPA's receipt of a notification regarding the RMP, as attached hereto and referenced in the Findings herein. This condition in no way supersedes any separate notification requirement included in the RMP (i.e., notice to contractors).

   a. Notifications shall be submitted annually, by September 1 for the reporting period of July 1 to June 30 of each year after the effective date of these Findings and Orders, beginning with September 1, 2020.

   b. Each notification shall be submitted under affidavit by the person(s) who have knowledge of RMP implementation for the applicable notification period. The notification shall address:

      i. Whether implementation of the RMP occurred during the notification period; and

      ii. The events that required the implementation of the RMP, the exposures to contaminated environmental media that may have occurred, and the risk mitigation measures that were undertaken in accordance with the RMP.

   c. The submission shall include a cover letter that identifies "*Risk Mitigation Plan Annual Notification for NFA Letter No. 19NFA722.*" The submission shall be delivered by U.S. mail or by other reliable means to the DERR Records Management Officer at Ohio EPA's Central Office, 50 West Town

Street, P.O. Box 1049, Columbus, OH 43216-1049, or at records@epa.ohio.gov.

Covenant Revoked if Engineering Control Not Maintained or Reinstated

6. Pursuant to ORC 3746.12(A)(2)(c), if any engineering control, including but not limited to the building foundation and building vapor intrusion mitigation system for the Property, is violated or is no longer in place and results in the remedy being no longer protective of public health or safety or the environment, and RACER Trust or other person has not reinstated the control within a reasonable time period as determined in accordance with the O&M Agreement or following written notice of non-compliance from Ohio EPA, the Covenant is revoked.

Limits of Covenant

7. Pursuant to ORC 3746.12(B)(1), the Covenant shall remain in effect for as long as the Property continues to comply with the applicable standards upon which the Covenant is based, as referenced in these Findings and Orders.

   a. Compliance with standards requires the effective performance of the remedial activities set forth in the O&M Plan and the RMP, as applicable, and additional or changed remedies as documented in Ohio EPA's public record or in an instrument recorded in the same manner as a deed for the Property.

   b. Upon a finding pursuant to ORC 3746.12(B)(2) that the Property or portion thereof no longer complies with applicable standards upon which issuance of the Covenant was based and receipt of the Director's notice of that fact and the requirements of ORC 3746.12(B)(3), the person(s) responsible for maintaining compliance with those standards shall receive an "opportunity to cure" the noncompliance.

   c. ORC 3746.12(B)(4) provides for revocation of the Covenant upon a Director's finding that the noncompliance has not been cured.

8. Pursuant to ORC 3746.05, any use of the Property that does not comply with the institutional controls identified herein (i.e., the activity and use limitations contained in the Environmental Covenant), makes the covenant voidable at the discretion of the director.

9. The Covenant shall not apply to releases of hazardous substances or petroleum that occur after the issuance of the NFA Letter, including but not limited to, releases of asbestos that may occur from asbestos-containing materials remaining at the Property that were not abated or not required to be abated pursuant to OAC Chapter 3745-20.

10. The Covenant shall not apply:

    a. To claims for natural resource damages the State may have pursuant to Sections 107 or 113 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9607 and 9613, as amended.

    b. To claims the State may have pursuant to Section 107 of CERCLA, 42 U.S.C. 9607, as amended, for costs other than those for damages to natural resources, provided that the State incurs those other costs as a result of an action by the United States Environmental Protection Agency.

    c. As otherwise specifically provided in ORC Chapter 3746, including but not limited to obligations arising under other applicable laws.

11. Nothing in the Covenant limits the authority of the Director to act under ORC 3734.13 and 3734.20 to 3734.23.

12. Nothing in the Covenant limits the authority of the Director to request that a civil action be brought pursuant to the ORC or common law of the State to recover the costs incurred by Ohio EPA for investigating or remediating a release or threatened release of hazardous substances or petroleum at or from the Property, when the Director determines that the release or threatened release poses an imminent and substantial threat to public health or safety or the environment.

13. Nothing in the Covenant shall be construed to limit or waive the Director's authority to revoke the Covenant in response to any of the circumstances for revocation of a covenant, as provided in ORC Chapter 3746 and OAC Chapter 3745-300.

Ohio EPA Oversight and Access to Property

14. Pursuant to ORC 3746.171 and the Environmental Covenant, and at reasonable times, upon proper identification, and stating the necessity and purpose as directed by applicable law, authorized representatives of the Director shall be granted access to the Property for the inspection or investigation purposes authorized under applicable law. Such purposes may include but are not limited to conducting an audit of the NFA letter and determining whether the Property is being used in compliance with the activity and use limitations contained in the Environmental Covenant.

Transfer

15. Pursuant to ORC 3746.14 and OAC 3745-300-13, the NFA Letter and the Covenant Not to Sue/Findings and Orders may be transferred to any person by

assignment or in conjunction with the acquisition of title to the Property.

IT IS SO ORDERED:

Laurie A. Stevenson, Director
Ohio Environmental Protection Agency

3/1/21
Date

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for Franklin County, Ohio, personally appeared Laurie A. Stevenson, the Director of Ohio EPA, who acknowledged to me that she did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 1st day of March, 2021.

William R. Damschroder
Notary Public

WILLIAM R. DAMSCHRODER
Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

This instrument prepared by:

William Damschroder, Supervising Attorney
Ohio EPA Legal Office
P.O. Box 1049
Columbus, Ohio 43216-1049

Exhibit 1
Legal Description

EXHIBIT A

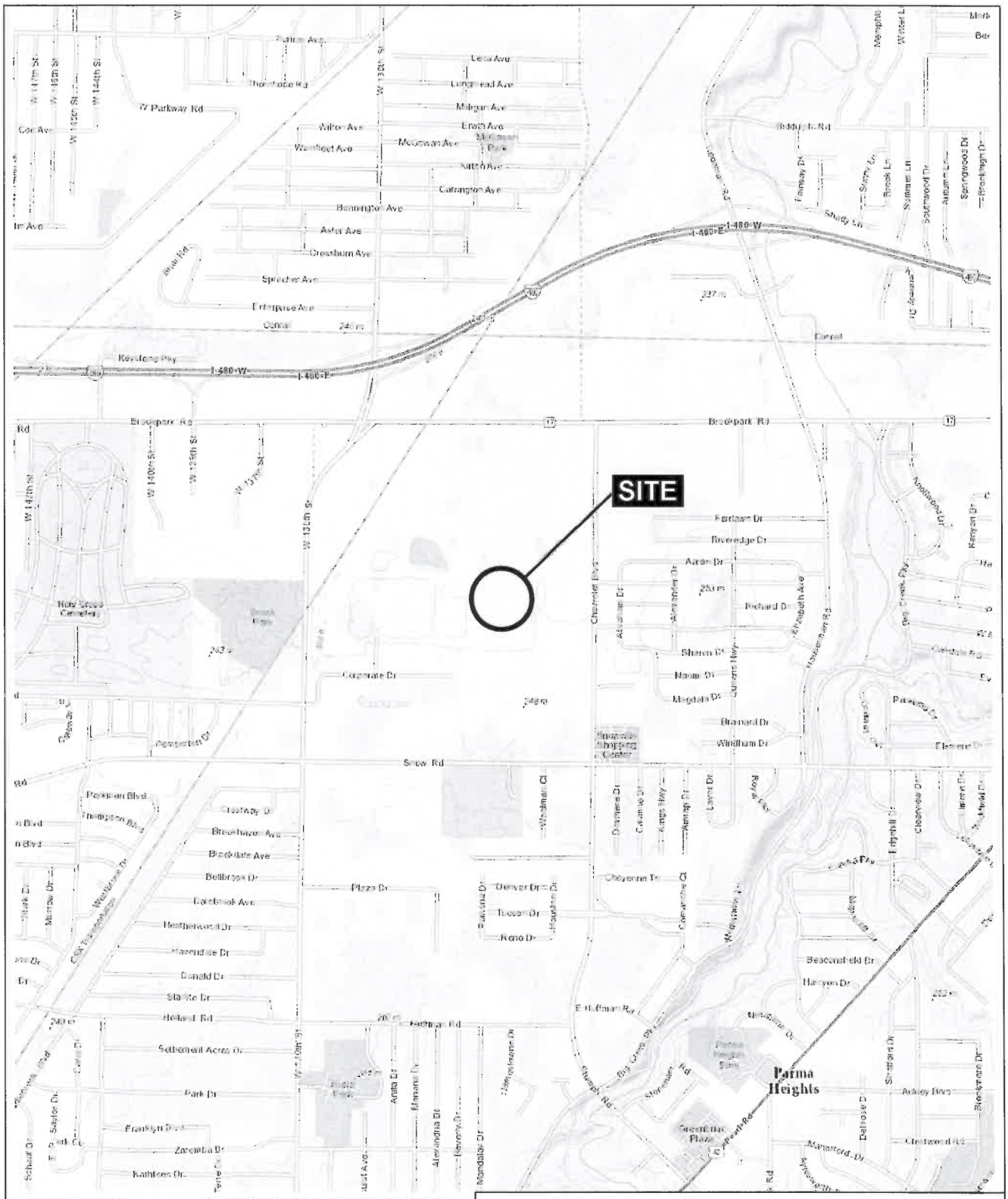
PROPERTY LEGAL DESCRIPTION

PARCEL B-2

SITUATED IN THE CITY OF PARMA, COUNTY OF CUYAHOGA, STATE OF OHIO AND KNOWN AS BEING PARCEL "B-2" IN THE LOT SPLIT PLAT FOR GM PLANT OF PART OF ORIGINAL PARMA TOWNSHIP, LOT NOS. 23 AND 24, TUCKERMAN TRACT AS SHOWN BY THE RECORDED PLAT IN VOLUME 364 OF MAPS, PAGE 62 OF CUYAHOGA COUNTY RECORDS AND CONTAINING 56.9198 ACRES (2,479,425 SQUARE FEET) OF LAND, MORE OR LESS.

PPN: 441-14-006

Exhibit 2
Property Location Map



MAP SOURCE: ESRI

SITE COORDINATES: 41°24'42"N, 81°46'25"W

HALEY ALDRICH

54 CHEVY, LLC
(FORMER GMPT PARMA POWERTRAIN ASSEMBLY PLANT)
5520 CHEVROLET BOULEVARD
PARMA, OHIO

PROJECT LOCUS

APPROXIMATE SCALE: 1 IN = 2000 FT
AUGUST 2018

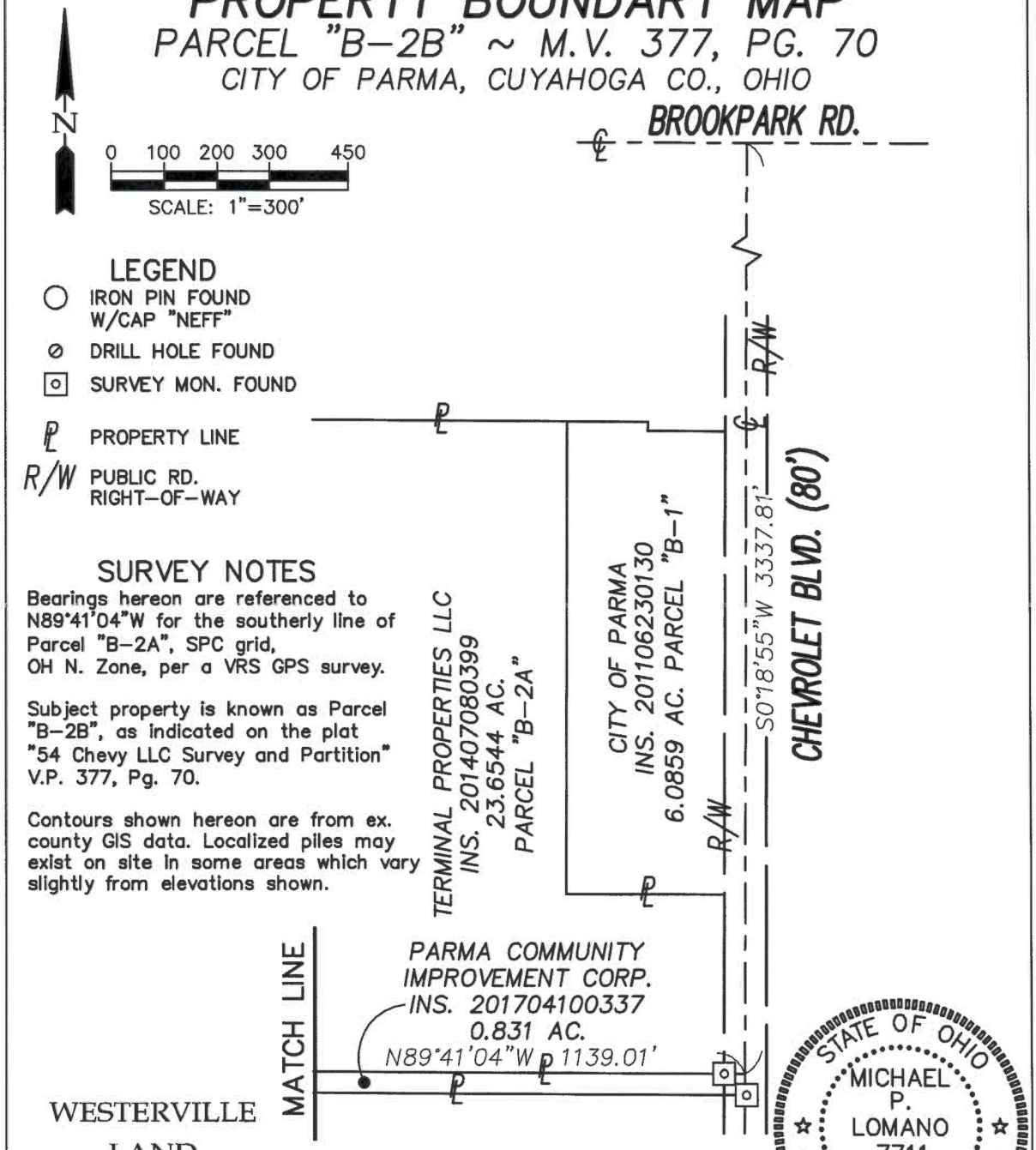
FIGURE 1

28777_1_LOCUS.PDF

PROPERTY BOUNDARY MAP

PARCEL "B–2B" ~ M.V. 377, PG. 70

CITY OF PARMA, CUYAHOGA CO., OHIO



WESTERVILLE LAND SURVEYING, LLC

90 E. COLLEGE AVE.
WESTERVILLE, OH 43081
(614) 899–2209

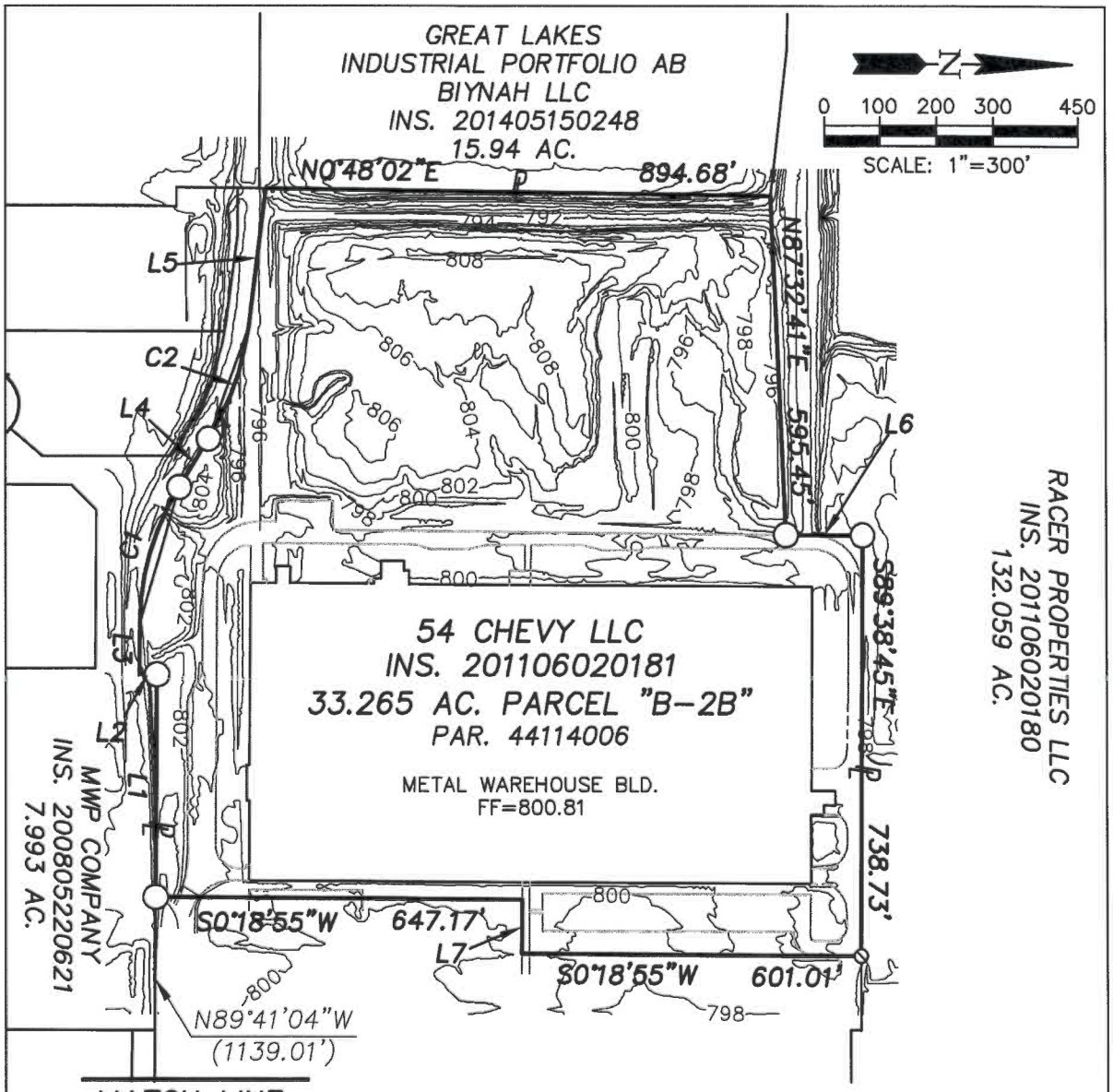
DRAWING NAME: 17203BS.DWG

This plat is based on the results of an actual field survey performed on the property under my supervision in August, 2017.

BY *Michael P. Lomano*

OHIO PROFESSIONAL SURVEYOR No. 7711

SHEET 1/2



C1:
R=462.52'
L=251.62'
Δ=31°10'12"
CH=N73°58'27"W
248.53'

C2:
R=498.34'
L=210.01'
Δ=24°08'44"
CH=N70°27'43"W
208.46'

L1: N89°41'04"W 390.99'
L2: S0°18'55"W 30.00'
L3: N89°41'04"W 90.13'
L4: N58°23'21"W 100.00'
L5: N82°32'05"W 244.45'
L6: N0°15'47"E 136.95'
L7: N89°41'05"W 95.73'

DATE: 9/05/17 REVISED:
JOB No.: 17-203 F.B./PG.: 25/35
CLIENT: HALEY & ALDRICH
CLIENT P.O.: 28777-814
DRAWING NAME: 17203BS.DWG

SHEET 2/2

Exhibit 3
Executive Summary

EXECUTIVE SUMMARY FOR FILING

Property/subject of the NFA letter: General Motors Powertrain (GMPT) Parma Powertrain Assembly Plant

Alias Property Names: Chevy LLC

Property Address: 5520 Chevrolet Boulevard, Parma, Cuyahoga County, Ohio

Volunteer(s): RACER Trust, 500 Woodward Avenue, Suite 2650, Detroit, Michigan, 48226

Property Owner(s): 54 Chevy LLC, 30100 Chagrin Boulevard, Pepper Pike, Ohio, 44124

NFA Letter and Executive Summary Issued by: Richard W. Volpi, VAP Certified Professional, CP# 193, Haley & Aldrich, Inc., 6500 Rockside Road, Suite 200, Independence, Ohio, 44131, 216.706.1311

The following is an executive summary of a No Further Action (NFA) letter for the above-mentioned Property. This executive summary serves as the recording document to meet the requirements of Ohio Revised Code (ORC) 3746.14(A)(1) and Ohio Administrative Code (OAC) 3745-300-13(J) under Ohio's Voluntary Action Program (VAP). Copies of the NFA letter and request for Covenant Not to Sue (CNS) may be obtained by contacting the Ohio EPA – Division of Environmental Response and Revitalization, Central Office Records Management Officer at (614) 644-2924. A legal description of the approximately 33-acre Property is included in the NFA letter.

Historical Uses of the Property

The Property was initially developed as agricultural land. The Property building was constructed between 1970 and 1971 and is of steel and concrete construction. Property operations within the building included manufacturing of automotive transmission metal parts by heat-treating and grinding and were conducted from 1971 through January 2011. The Property was sold to 54 Chevy, LLC in 2011. 54 Chevy LLC removed the equipment inside the Property building and is currently using the structure for a warehouse and for light parts assembly.

Areas of Known or Suspected Contamination

Number of areas on this property that have known or suspected contamination: Eighteen (18) Identified Areas (IA)

An exterior storage area, multiple sub-grade process-water structures (e.g., sumps, collection pits, trench drains), a steam clean area, an industrial waste sump, a soil pile, an area of disturbed soil, a battery recharging area, and a diesel release area were investigated for impacts to soil, groundwater, subslab soil gas, and indoor air. The potential chemicals of concern (COCs) identified were metals, volatile organic compounds (VOCs), polychlorinated biphenyls (PCBs), total petroleum hydrocarbons (TPH), and polycyclic aromatic hydrocarbons (PAHs). Soils were determined to be impacted by metals, PCBs, PAHs, and VOCs, while groundwater was identified to be impacted only by VOCs. Subslab soil gas

was found to be impacted by VOCs; however, indoor air was not found to be impacted.

Are there any impacts to the Property from another source?

☒ No, all contamination on or emanating from this property originated from this Property

☐ Yes, contamination from an off-property source has impacted this Property

Are there any known impacts from this Property to surrounding properties or waterways?

☒ No, contamination has not migrated off-property

☐ Yes

Remedies Implemented to Ensure Property is Safe for Reuse

☐ Asbestos abatement – Explain: Not applicable, no regulated asbestos containing materials (RACM) were identified at the Property.

☒ Property use restrictions – Explain: An environmental covenant will require the Property to remain commercial/industrial, will restrict potable and non-potable groundwater use, will require maintenance of the current building slab, and will require operation and maintenance of a subslab depressurization system (SSDS).

☒ Remedies subject to ongoing operation and maintenance (O&M) Explain: Under an O&M Plan, the building slab associated with the former manufacturing building will remain in place. A SSDS was installed to address the reasonably anticipated future migration of VOCs in subslab soil to indoor air. The associated O&M plan will require on-going inspection of the concrete floor, maintenance of SSDS, and annual reporting to the Ohio EPA.

☒ Risk mitigation measures for construction or excavation activities – Explain: A Risk Mitigation Plan will be implemented for the building slab anytime the pavement is breached to provide protection of construction/excavation worker exposures to VOCs in soil and groundwater.

☐ Other remedial activities – Explain: Not applicable

Contamination Remaining on the Property

The following contamination remains on the Property but has been determined to meet applicable standards for the safe reuse of the Property for its intended land use:

☒ Soil – Explain: Contaminants in soil within the 2-foot point of compliance (POC) meet standards for commercial/industrial use and within the 10-foot POC for construction workers: residential use of the Property will be prohibited because soils on the Property exceed residential standards within the 10-foot POC.

☒ Soil gas – Explain: Soil gas exceeds screening criteria for vapor intrusion into buildings; however, indoor air does not exceed indoor air standards. The building slab will remain in place, and the Volunteer has installed a SSDS to mitigate subslab soil gas.

☒ Groundwater – Explain: Extraction of groundwater is prohibited because groundwater on the property exceeds standards for potable use.

The Property Assessment and Cleanup Supports the Following Allowable Land Uses

☒ Commercial use that **does not** allow use with a high degree of exposure to children, such as a day care or school

☒ Industrial use

Exhibit 4
Environmental Covenant

To be recorded with Deed Records - ORC § 317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Revitalizing Auto Communities Environmental Response Trust, Parma Chevrolet LLC, and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property described herein ("Property") to the activity and use limitations set forth herein.

WHEREAS, this Environmental Covenant requires current and future Property owners to meet certain requirements, including, but not limited to:

- Comply with the activity and use limitations set forth in paragraph 5, below, that (a) restrict Property use to commercial or industrial land uses, (b) prohibit extraction or use of ground water underlying the Property except as provided herein, and (c) require operation and maintenance of engineering controls at the Property.
- Noncompliance with any activity and use limitation will result in the covenant not to sue issued for the Property by the Director of Ohio EPA to be void on and after the date of the noncompliant use, as set forth in paragraphs 5 and 7, below.
- Provide an annual compliance report to Ohio EPA by September 1st of each year, as required by paragraph 9, below, describing that the Property continues to be used in compliance with the activity and use limitations.
- Give notice to new Property owners (also known as "Transferees") upon conveyance, as required by paragraph 10, below, of the activity and use limitations and the location of this Environmental Covenant as recorded.
- Notify Ohio EPA within ten (10) days of each conveyance, as required by paragraph 10, below, of the Property as conveyed and the new owner's contact information.

WHEREAS, RACER Trust has undertaken a voluntary action with respect to the Property under Ohio's Voluntary Action Program ("VAP"), pursuant to ORC Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300.

WHEREAS, the Property is owned by Parma Chevrolet LLC; RACER Trust is not an owner of the Property.

WHEREAS, the voluntary action remedy for the Property includes the activity and use limitations set forth in this Environmental Covenant. Certified Professional Richard W. Volpi, CP 193, issued a "no further action" letter ("NFA Letter") for the Property on 19 December 2018 and submitted the NFA Letter to Ohio EPA No. 18 NFA 722 with a request for a covenant not to sue.

WHEREAS, the activity and use limitations support the issuance of the NFA Letter and a covenant not to sue for the Property; the limitations protect against exposure to the hazardous substances and petroleum in soil, ground water, and subslab soil gas on or underlying the Property.

WHEREAS, the Property uses or may in the future use an engineering control to comply with applicable standards, as such terms are defined in OAC Chapter 3745-300. Whenever an engineering control is used, an activity and use limitation in this Environmental Covenant requires implementation of such engineering control, through an operation and maintenance ("O&M") agreement, until it is no longer needed to meet applicable standards. An engineering control that is no longer needed may be modified or terminated in accordance with OAC 3745-300-11 and applicable O&M agreement criteria. The documentation must be submitted to and accepted by Ohio EPA prior to any modification or termination.

WHEREAS, the Property is the subject of an O&M plan and agreement that provide for a central management entity to oversee engineering controls to maintain site protectiveness.

WHEREAS, the NFA Letter's executive summary contains an overview of the voluntary action. The executive summary is an exhibit to the covenant not to sue issued for the Property, which covenant shall be recorded in the Property's deed records in the Cuyahoga County Recorder's Office. The covenant not to sue, the NFA Letter 18 NFA 722, O&M plan and agreement, as applicable, may be reviewed by searching e-documents on Ohio EPA's website, at http://epa.ohio.gov/; by requesting to review such documents via the Records Management Officer for the Division of Environmental Response and Revitalization at Ohio EPA's Central Office, 50 West Town Street, Columbus, OH 43216, 614-644-2924, or at Ohio EPA's Northeast District Office at 2110 East Aurora Road, Twinsburg, OH 44087, 330-963-1200; or by contacting RACER Trust, P.O. Box 43859, Detroit, MI 48243, 937-751-8635.

Now therefore Parma Chevrolet LLC and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

2. Property. This Environmental Covenant concerns an approximately 33-acre tract of real property located at 5520 Chevrolet Boulevard in Cuyahoga County, Ohio, and more particularly described in Attachment A attached hereto and incorporated by reference herein (again, referred to herein as "Property").

3. Owner. This Property is owned by Parma Chevrolet LLC ("Owner"), with a place of business located at 6675 Parkland Boulevard, Suite 100, Solon, Ohio 44139.

4. Holder. Pursuant to ORC § 5301.81, the holder of this Environmental Covenant ("Holder") is RACER Trust. Effective on the date of transfer of all ownership interest in the Property, Owner consents to waive its Holder status in accordance with ORC 5301.90. After such transfer, Owner's signature is not required for any amendment or termination of this Environmental Covenant. Further, in the event RACER Trust no longer exists as a legal entity, RACER Trust consents to waive its Holder status in accordance with ORC 5301.90 and RACER Trust's signature is not required for any amendment or termination of this Environmental Covenant.

5. Activity and Use Limitations. As part of the voluntary action remedy described in the NFA Letter, Owner hereby imposes and agrees to comply with the following activity and use limitations

Limitation for Commercial or Industrial Land Uses. The Property is limited to commercial or industrial land use, as those terms are defined in OAC 3745-300- 08(C)(2)(b) and (C)(2)(c) (effective August 1, 2014), or any combination of those uses.

OAC 3745-300-08(C)(2)(b) defines "**commercial land use**" as "land use with potential exposure of adult workers during a business day and potential exposure of adults and children who are customers, patrons, or visitors to commercial facilities during the business day. Commercial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil, ingestion of soil and inhalation of volatile

compounds due to vapor intrusion to indoor air. Generic direct contact standards for commercial land use may not be appropriate for properties where a high frequency of potential exposure to children may occur, such as at schools and day care facilities." Accordingly, the Property shall not be used as a day care facility or for any other residential land use. Commercial land use includes, without limitation, warehouses, retail establishments, office buildings, hospitals and clinics, religious institutions, hotels, motels and public areas incidental to such use.

OAC 3745-300-08(C)(2)(c) defines "**industrial land use**" as "land use with potential exposure of adult workers during a business day and potential exposures of adults and children who are visitors to industrial facilities during the business day. Industrial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil and inhalation of volatile compounds due to vapor intrusion to indoor air." Industrial land use includes, without limitation, lumberyards, power plants; manufacturing facilities, assembly plants, non-public airport areas, railroad switching yards, marine port facilities, and public or employee areas incidental to such land use.

Prohibition on Ground Water Extraction and Use. Ground water underlying the Property shall not be extracted or used for any purpose, potable or otherwise, except for investigation, monitoring or remediation of the ground water.

Engineering Controls. The following engineering controls shall apply to the Property:

a. The concrete slab shall remain in place until such time it is no longer required by Ohio EPA (Attachment B);
b. A subslab depressurization system will be operated and maintained until such time it is no longer required by Ohio EPA (Attachment B).

For each engineering control used to meet applicable standards, the control shall be operated and maintained in compliance with an Ohio EPA-approved operation and maintenance plan or agreement applicable to the control. This limitation applies to any engineering control used to meet applicable standards, whether put in place before or after the execution of this Environmental Covenant.

Any noncompliant control implementation shall be corrected within the plan-specified timeframe or, in case of no specified timeframe, within a reasonable time as determined by Ohio EPA.

For purposes of ORC 3746.05, the Property use shall not be considered in noncompliance with this limitation when the noncompliance is with an engineering control and is: (i) corrected within a reasonable time under an operation and maintenance plan or agreement; (ii) returned to compliance by a timeline specified by an Ohio EPA notice of noncompliance; or (iii) cured under a compliance schedule agreement entered into pursuant to ORC 3746.12 with the Ohio EPA Director.

An engineering control or its use may be modified or terminated following Ohio EPA approval of a demonstration made, in accordance with OAC 3745-300-11 and applicable operation and maintenance plan and agreement criteria, that supports the control use is no longer needed to comply with applicable standards.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner, during the time that the Owner owns the Property or any portion thereof, and upon all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee" as used in this Environmental Covenant shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91 and other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce against any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law. Pursuant to ORC § 3746.05, if the Property or any portion thereof is put to a use that does not comply with any activity and use limitation, the covenant not to sue issued for the Property by the Director of Ohio EPA under ORC § 3746.12 is void on and after the date determined to be when the noncompliant use commenced, as provided in paragraph 5, above.

8. Rights of Access. Owner hereby grants to Ohio EPA's authorized representatives and to RACER Trust the right of access to the Property for

implementation or enforcement of this Environmental Covenant and shall require such access as a condition of any transfer of the Property or any portion thereof.

9. Compliance Reporting. Owner or Transferee, if applicable, shall annually submit to Ohio EPA written documentation verifying that the activity and use limitations set forth herein remain in place and are being complied with. Documentation shall be due to Ohio EPA on September 1st, consistent with O&M plan reporting of each year beginning the year after the effective date of this Environmental Covenant, unless otherwise directed by Ohio EPA.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion thereof shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

> THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT RECORDED IN THE DEED OR OFFICIAL RECORDS OF CUYAHOGA COUNTY RECORDER'S OFFICE ON _____, 202__, IN [DOCUMENT ____, or BOOK___, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: a. PROPERTY UTILIZATION WILL BE RESTRICTED TO COMMERCIAL/INDUSTRIAL USE, b. UTILIZATION OF GROUNDWATER WILL BE PROHIBITED WITH THE EXCEPTION OF ENVIRONMENTAL SAMPLING, c. THE CONCRETE SLAB SHALL REMAIN IN PLACE UNTIL SUCH TIME IT IS NO LONGER REQUIRED BY OHIO EPA, d. A SUBSLAB DEPRESSURIZATION SYSTEM WILL BE OPERATED AND MAINTAINED PURSUANT TO AN OPERATIONS AND MAINTENANCE AGREEMENT ON FILE WITH THE OHIO EPA.

Owner or Transferee, if applicable, shall notify Ohio EPA and RACER Trust within thirty (30) days after each conveyance of an interest in the Property or any portion thereof. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

11. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

a. that the Owner is the sole owner of the Property;

b. that the Owner holds fee simple title to the Property and that the Owner conducted a current title search that shows that the Property is not subject to any interests or encumbrances that conflict with the activity and use limitations set forth in this Environmental Covenant;

c. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;

d. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected;

e. that the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property, and, if applicable, notified such persons of the Owner's intention to enter into this Environmental Covenant.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner, or a Transferee, if applicable; RACER Trust; and the Director of the Ohio EPA, pursuant to ORC §§ 5301.82 and 5301.90 and other applicable law unless the person waived in a signed record the right to consent or unless a court finds that the person no longer exists or cannot be located or identified with the exercise of reasonable diligence. The term "Amendment" as used in this Environmental Covenant shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations so long as there is at least one limitation remaining. The term, "Termination" as used in this Environmental Covenant shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly-executed by the Director of Ohio EPA and by the Owner or Transferee, if applicable, of the Property or any portion thereof and by RACER Trust. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee, if applicable, shall file such instrument

for recording with the Cuyahoga County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA and to RACER Trust.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

15. Recordation. Within thirty (30) days after the date of the final required signature, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Cuyahoga County Recorder's Office.

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Cuyahoga County Recorder's Office.

17. Distribution of Environmental Covenant. Pursuant to ORC § 5301.83, Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to Ohio EPA and to RACER Trust.

18. Notice. Unless otherwise notified in writing by any party hereto or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

As to Ohio EPA:

Ohio EPA – Central Office
Division of Environmental Response and Revitalization
50 West Town Street
Columbus, Ohio 43216
Attn.: DERR Records Management Officer, regarding 18 NFA 722

Or, send electronically to: records@epa.ohio.gov

And

Ohio EPA – Northeast District Office

2110 East Aurora Road
Twinsburg, Ohio 44087
Attn.: DERR Site Coordinator for 18 NFA 722

As to Owner:

Chris Salata, COO
Parma Chevrolet LLC
6675 Parkland Boulevard, Suite 100
Solon, Ohio 44139

As to Holder:

Pamela L. Barnett
Cleanup Manager (DE, LA, MA, OH, PA, VA)
RACER Trust
P.O. Box 43859
Detroit, Michigan 48243

[Remainder of page left intentionally blank]

The undersigned represents and certifies that the undersigned is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

Parma Chevrolet LLC,
an Ohio limited liability company

By: Chris Salata, COO

State of Ohio)
) ss:
County of Cuyahoga)

Before me, a notary public, in and for said county and state, personally appeared Mr. Chris Salata, a duly authorized representative of the Owner, who acknowledged to me the execution of the foregoing instrument on behalf of the Owner.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 13th day of December, 2020.

Notary Public

NOTARIAL SEAL
STATE OF OHIO

Jessica R Hudson
Resident Summit County
Notary Public, State of Ohio
My Commission Expires:
May 6, 2024

Revitalizing Auto Communities Environmental Response Trust

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

By: _____
ELLIOTT P. LAWS, not individually,
but acting solely in his capacity
as Managing Member

State of Michigan)
) ss:
County of Wayne)

Before me, a notary public, in and for said county and state, personally appeared Elliott P. Laws, a duly authorized representative of the Holder, who acknowledged to me the execution of the foregoing instrument on behalf of the Holder.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 13th day of November, 2020.

_____
Notary Public

OHIO ENVIRONMENTAL PROTECTION AGENCY

Laurie A. Stevenson, Director

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for Franklin County, Ohio, personally appeared Laurie A. Stevenson, the Director of Ohio EPA, who acknowledged to me that she did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 1st day of March, 2021.

Notary Public

WILLIAM R. DAMSCHRODER
Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

This instrument was prepared by:

Todd S. Davis, Esq.
3 Hemisphere Way
Bedford, OH 44146

Bill Damschroder
Ohio EPA-Legal Office
50 West Town Street
Columbus, OH 43215

ATTACHMENT A

Permanent Parcel # 441-14-006

Type Instrument: Limited Warranty Ex
Tax District #: 3250
Grantor: RACER PROPERTIES LLC
Grantee: 54 CHEVY LLC
Balance Assumed: $ 0.00
Total Consideration: $ 0.00
Conv. Fee Paid: $ 0.00
Transfer Fee Paid: $ 0.50
Fee Paid by: COMMONWEALTH
Exempt Code: F

Date: 6/2/2011 10:58:00 AM
Tax List Year: 2011
Land Use Code: 3400
Land Value: 2,453,600
Building Value: 2,618,000
Total Value: 5,071,600
Arms Length Sale: NO
Rcpt: B-06022011-1
Inst #: 498695
Check #

Cuyahoga County Fiscal Officer

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 4
DEED 6/2/2011 11:06:32 AM
201106020181

TAX PARCEL ID: 441-14-006
COUNTY: Cuyahoga
Tax Mailing Address:
c/o Chevy Management
31000 Aurora Road, Solon, OH 44139
Attention: Joseph Greenberg

LIMITED WARRANTY DEED

THAT, **RACER PROPERTIES LLC**, a limited liability company formed under the laws of the State of Delaware (collectively, "Grantor"), whose address is 401 S. Old Woodward Avenue, Suite 370, Birmingham, MI 48009, Attention: Rick Zablocki, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL and CONVEY, with limited warranty covenants, unto **54 CHEVY LLC**, a Delaware limited liability company ("Grantee"), whose address is c/o 54 Chevy Management LLC, an Ohio limited liability company, 31000 Aurora Road, Solon, Ohio, Attention: Joseph Greenberg, that certain real property located on Chevrolet Boulevard, Parma, Cuyahoga County, Ohio, and being more particularly described on Exhibit A attached hereto and incorporated herein for all purposes by this reference (the "Property"), together with all improvements located thereon and all rights and appurtenances thereto in any wise belonging to Grantor; subject, however, to property taxes for the second half of the year 2010 and all exceptions to title (the "Permitted Encumbrances") which affect the Property and which are of record in the official records of Cuyahoga County, Ohio.

AFN 201106020180

Prior Instrument Reference: Volume ★, Page ___ of the Deed Records of Cuyahoga County, Ohio, and Instrument conveying the Property to Grantor intended to be record prior hereto.

On June 1, 2009, Motors Liquidation Company (f/k/a General Motors Corporation) ("MLC") and its affiliated debtors, as debtors and debtors in possession (collectively, the "Debtors"), filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The Company's Chapter 11 case has been jointly administered with the Chapter 11 cases of its affiliated Debtors under Case No. 09-50026 (REG) (the "Case").

Pursuant to that certain Findings of Fact, Conclusions of Law, and Order Pursuant to Sections 1129(a) and (b) of the Bankruptcy Code and Rule 3020 of the Federal Rules of Bankruptcy Procedure Confirming Debtors' Second Amended Joint Chapter 11 Plan, dated March 29, 2011, issued by the Bankruptcy Court and filed as Docket No. 9941 in the Case (the "Confirmation Order"), the Bankruptcy Court has approved the Plan.

Pursuant to the Confirmation Order, effective as of March 31, 2011, the Bankruptcy Court directed MLC to transfer and convey to Grantor (or its direct parent) any and all of its right, title and interest in and to certain assets described therein, including without limitation, the Property; and authorized the sale of the Property by Grantor in accordance with the terms thereof.

TO HAVE AND TO HOLD the above-described Property, subject to the Permitted Encumbrances, together with all and singular the rights and appurtenances thereto in any wise belonging to Grantor, unto the said Grantee, its successors and assigns FOREVER, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, and further subject as follows:

BY ACCEPTING THIS DEED, THE GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE GRANTOR'S WARRANTY OF TITLE IN THIS LIMITED WARRANTY DEED, THE PROPERTY IS CONVEYED AND TRANSFERRED TO THE GRANTEE "AS IS, WHERE IS, AND WITH ANY AND ALL FAULTS AND PATENT AND LATENT DEFECTS," AND GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION, PROMISE, COVENANT, AGREEMENT, GUARANTY OR WARRANTY OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, QUANTITY, QUALITY, CONDITION, SUITABILITY, HABITABILITY, OR FITNESS OF THE PROPERTY OR IMPROVEMENTS THEREON FOR ANY PURPOSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION REGARDING SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, ZONING LAWS, ENVIRONMENTAL LAWS, OR ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATIONS, OR ORDINANCES. THE GRANTEE ALSO ACKNOWLEDGES AND AGREES THAT THE GRANTEE'S INSPECTION AND INVESTIGATION OF THE PROPERTY AND IMPROVEMENTS THEREON HAVE BEEN ADEQUATE TO ENABLE THE GRANTEE TO MAKE THE GRANTEE'S OWN DETERMINATION WITH RESPECT TO THE SUITABILITY OR FITNESS OF THE LAND, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, ZONING LAWS, ENVIRONMENTAL LAWS, OR ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATIONS, OR ORDINANCES. THE GRANTEE ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH ARE AN INTEGRAL PORTION OF THIS LIMITED WARRANTY FEED. THE PROVISIONS CONTAINED IN THIS PARAGRAPH SHALL SURVIVE THE CLOSING HEREUNDER AND THE DELIVERY FROM GRANTOR TO GRANTEE OF THIS LIMITED WARRANTY DEED. BY ITS ACCEPTANCE OF THIS LIMITED WARRANTY DEED GRANTEE TAKES THE PROPERTY AND THE IMPROVEMENTS THEREON SUBJECT TO ALL TERMS OF THIS LIMITED WARRANTY DEED.

Grantee assumes the payment of all ad valorem taxes and special assessments pertaining to the Property for [2010] and subsequent years, there having been a proper proration of ad valorem taxes for the current calendar year between Grantor and Grantee.

SIGNATURES ON PAGE FOLLOWING

Return to:
Title Source Inc.
1450 W Long Lake Rd.
Suite 400
Troy, MI 48098

EXECUTED to be effective as of the 26th day of May, 2011.

WITNESSES:

Name: Tyler Hunter

Name: Alexis Chapin

GRANTOR:
RACER Properties LLC,
a Delaware limited liability company
By: EPLET, LLC, a Delaware limited liabilitycompany, acting solely in its capacity as non-member Manager

By: Elliott P. Laws, not individually but solely as its Managing Member

DISTRICT OF COLUMBIA)
) ss:
City
COUNTY OF Washington)

On the 11th day of May, 2011, before me a Notary Public for the State and County aforesaid, personally appeared Elliott P. Laws, who acknowledged himself to be the Managing Manager of EPLET, LLC, a Delaware limited liability company, acting solely in its capacity as non-member Manager of RACER PROPERTIES LLC ("RACER"), and that he, being authorized to do so, executed the foregoing Limited Warranty Deed, not individually, but solely in his capacity as managing member of EPLET, LLC, which is acting solely in its capacity as non-member Manager of RACER, for the purposes therein contained by signing the name of EPLET, LLC by himself, not individually but solely as the non-member Manager of RACER.

WITNESS my hand and seal the day and year aforesaid.

Print Name: Myung Hwang
My commission expires: May 14, 2014

Myung H. Wang
Notary Public, District of Columbia
My Commission Expires 5/14/2014

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

PARCEL B-2

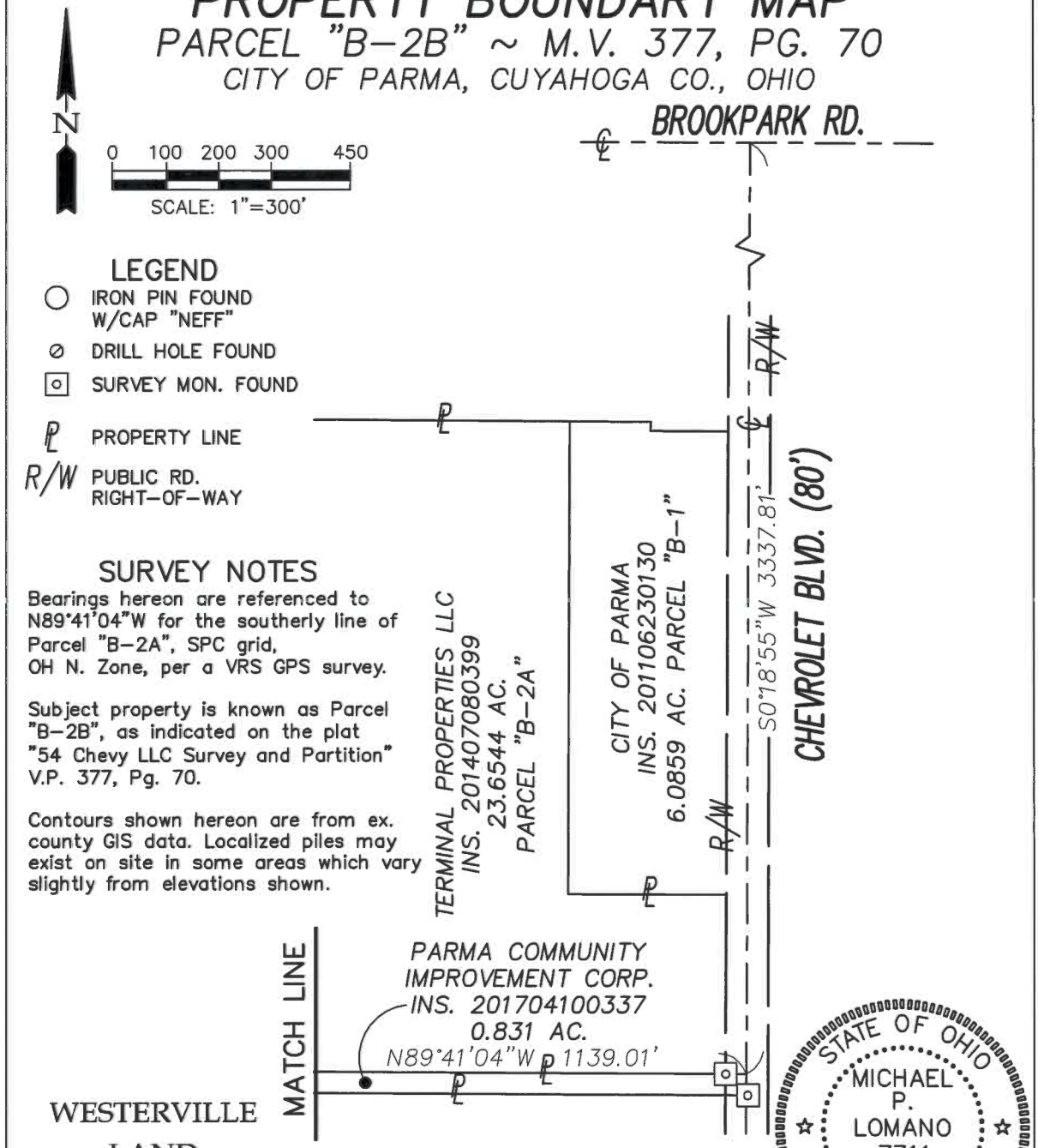
SITUATED IN THE CITY OF PARMA, COUNTY OF CUYAHOGA, STATE OF OHIO AND KNOWN AS BEING PARCEL "B-2" IN THE LOT SPLIT PLAT FOR GM PLANT OF PART OF ORIGINAL PARMA TOWNSHIP, LOT NOS. 23 AND 24, TUCKERMAN TRACT AS SHOWN BY THE RECORDED PLAT IN VOLUME 364 OF MAPS, PAGE 62 OF CUYAHOGA COUNTY RECORDS AND CONTAINING 56.9198 ACRES (2,479,425 SQUARE FEET) OF LAND, MORE OR LESS.

PPN: 441-14-006

PROPERTY BOUNDARY MAP

PARCEL "B–2B" ~ M.V. 377, PG. 70

CITY OF PARMA, CUYAHOGA CO., OHIO



LEGEND

- ○ IRON PIN FOUND W/CAP "NEFF"
- ⊘ DRILL HOLE FOUND
- ⊡ SURVEY MON. FOUND
- ℄ PROPERTY LINE
- R/W PUBLIC RD. RIGHT–OF–WAY

SURVEY NOTES

Bearings hereon are referenced to N89°41'04"W for the southerly line of Parcel "B–2A", SPC grid, OH N. Zone, per a VRS GPS survey.

Subject property is known as Parcel "B–2B", as indicated on the plat "54 Chevy LLC Survey and Partition" V.P. 377, Pg. 70.

Contours shown hereon are from ex. county GIS data. Localized piles may exist on site in some areas which vary slightly from elevations shown.

WESTERVILLE LAND SURVEYING, LLC

90 E. COLLEGE AVE.
WESTERVILLE, OH 43081
(614) 899–2209

DRAWING NAME: 17203BS.DWG

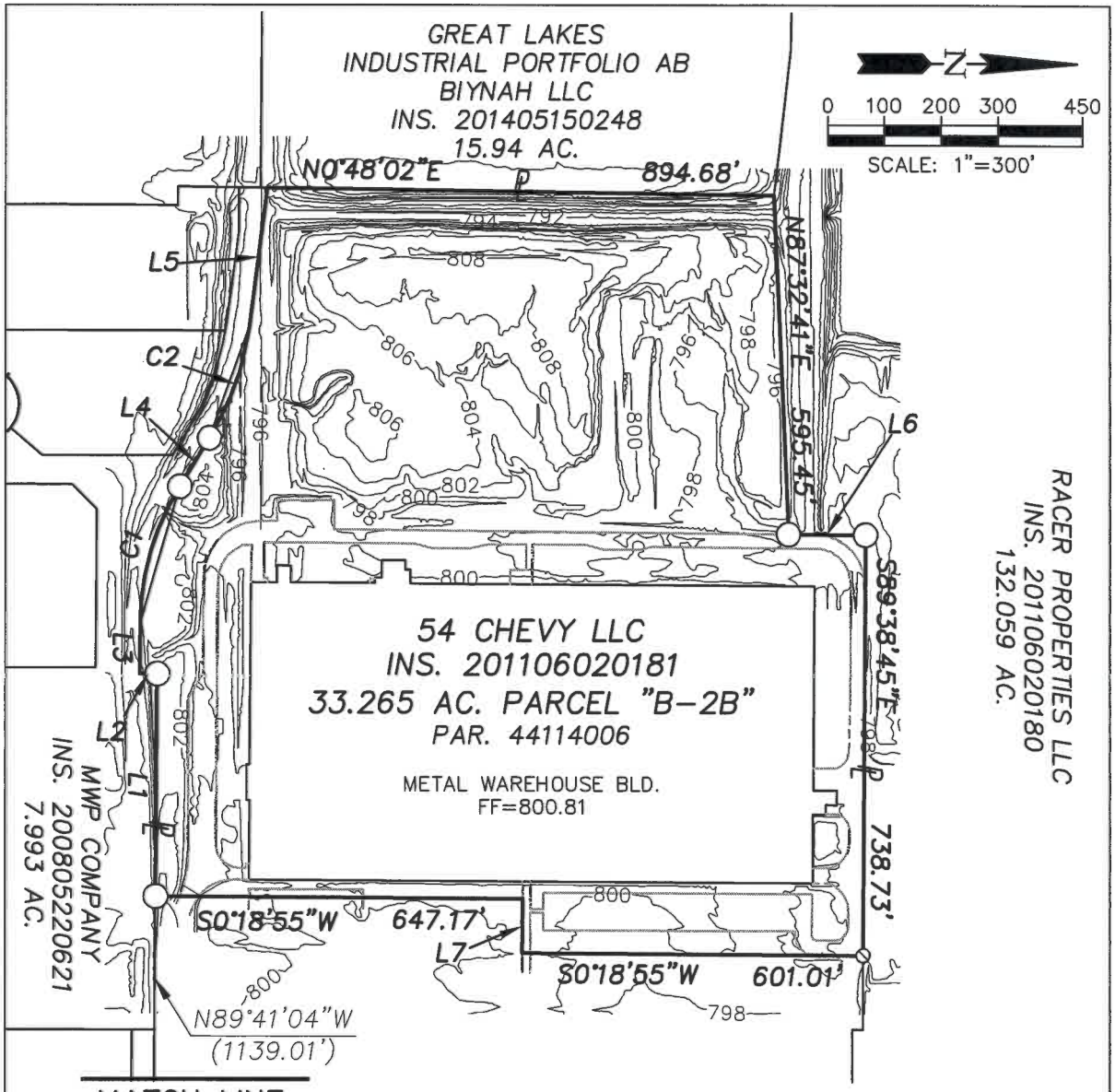
This plat is based on the results of an actual field survey performed on the property under my supervision in August, 2017.

STATE OF OHIO
MICHAEL P. LOMANO
7711
REGISTERED PROFESSIONAL SURVEYOR

BY Michael P. Lomano

OHIO PROFESSIONAL SURVEYOR No. 7711

SHEET 1/2



C1:
R=462.52'
L=251.62'
Δ=31°10'12"
CH=N73°58'27"W
248.53'

C2:
R=498.34'
L=210.01'
Δ=24°08'44"
CH=N70°27'43"W
208.46'

L1: N89°41'04"W 390.99'
L2: S0°18'55"W 30.00'
L3: N89°41'04"W 90.13'
L4: N58°23'21"W 100.00'
L5: N82°32'05"W 244.45'
L6: N0°15'47"E 136.95'
L7: N89°41'05"W 95.73'

DATE: 9/05/17 REVISED:
JOB No.: 17-203 F.B./PG.: 25/35
CLIENT: HALEY & ALDRICH
CLIENT P.O.: 28777-814
DRAWING NAME: 17203BS.DWG

SHEET 2/2

ATTACHMENT B

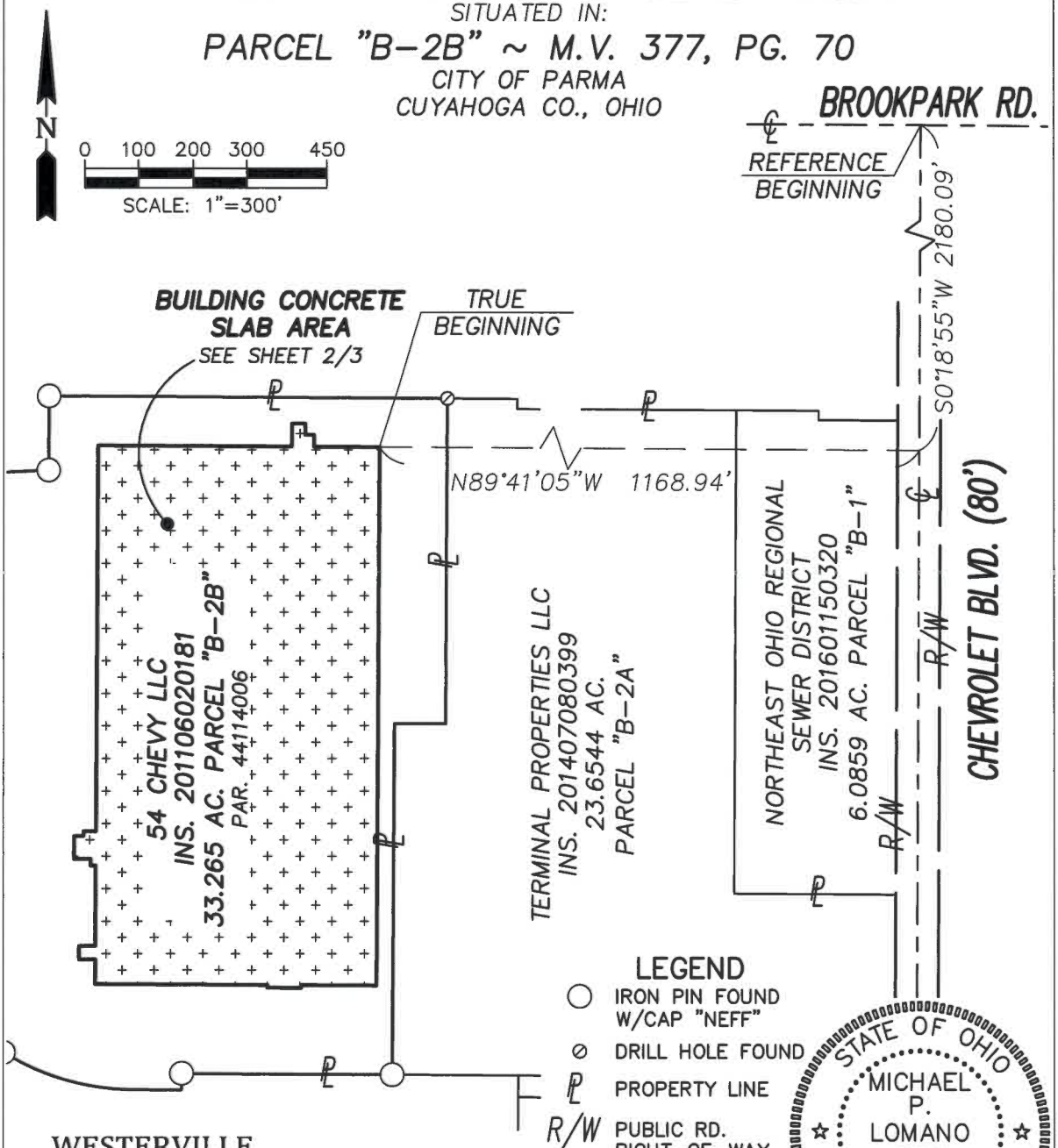
BUILDING CONCRETE SLAB AREA

SITUATED IN:

PARCEL "B-2B" ~ M.V. 377, PG. 70

CITY OF PARMA

CUYAHOGA CO., OHIO



LEGEND

- ○ IRON PIN FOUND W/CAP "NEFF"
- ⊘ DRILL HOLE FOUND
- ℄ PROPERTY LINE
- R/W PUBLIC RD. RIGHT-OF-WAY

STATE OF OHIO
MICHAEL P. LOMANO
7711
REGISTERED
PROFESSIONAL SURVEYOR

WESTERVILLE LAND SURVEYING, LLC
125 E. HOME ST. A
WESTERVILLE, OH 43081
(614) 899-2209

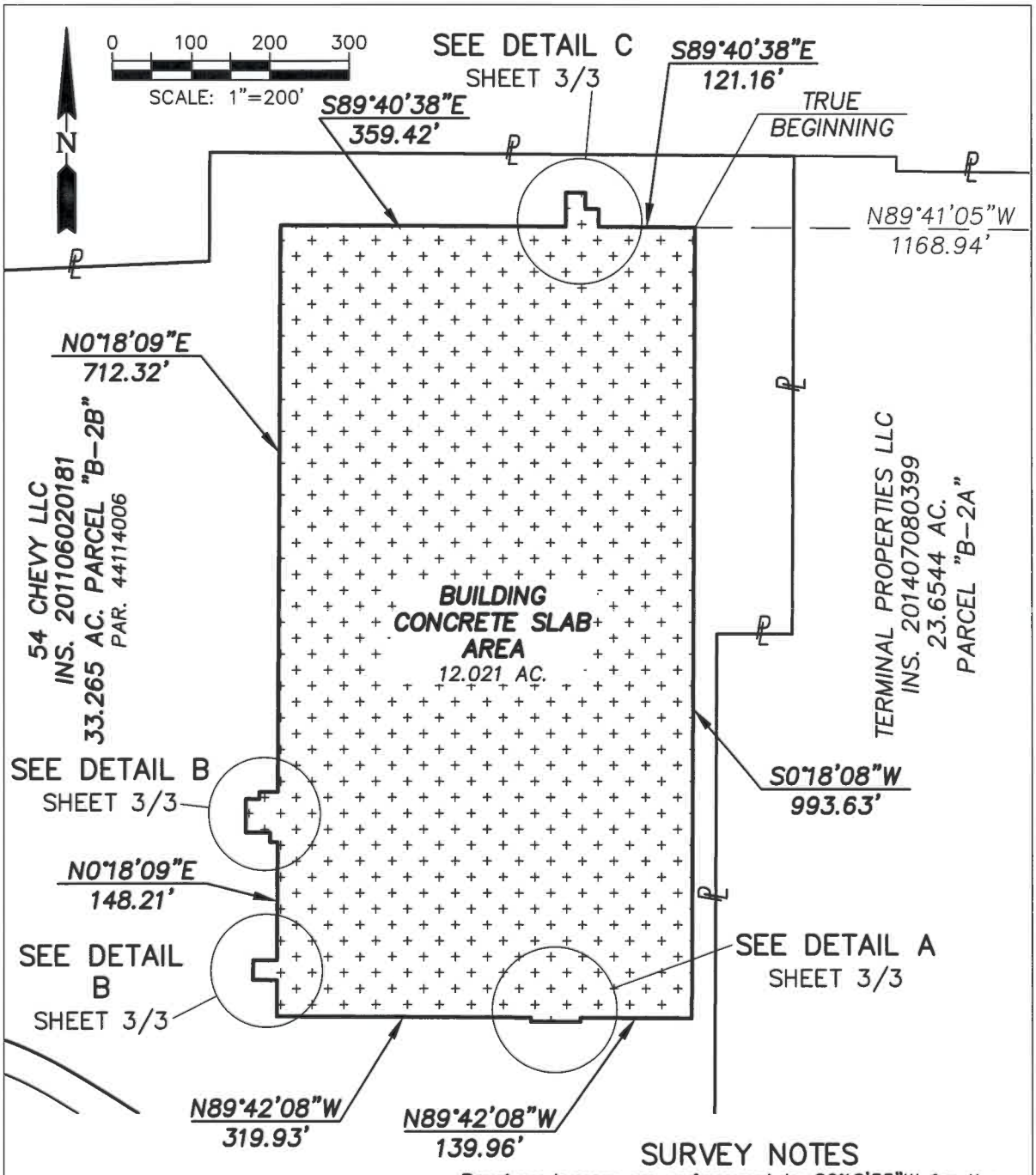
This plat is based on the results of an actual field survey performed on the property under my supervision in August, 2018.

BY Michael P. Lomano

OHIO PROFESSIONAL SURVEYOR No. 7711

DRAWING NAME: 18238BS-SLAB.DWG

SHEET 1/3

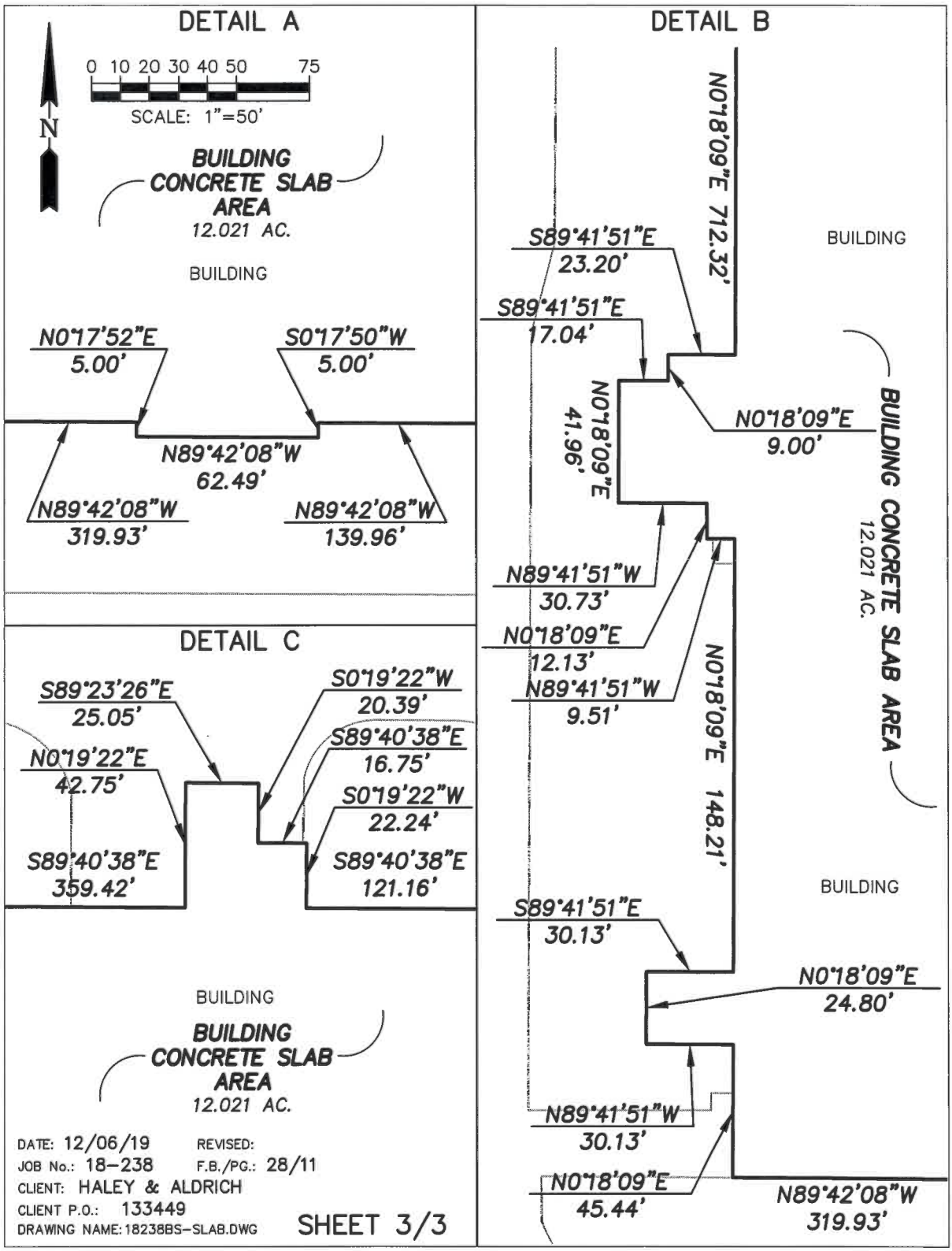


SURVEY NOTES

Bearings hereon are referenced to S0°18'55"W for the centerline of Cheverolet Blvd., SPC grid, OH N. Zone, per a VRS GPS survey.

Intent of the described "Building Concrete Slab Area" is to trace the perimeter of the walls of the metal factory building existing at time of this survey.

DATE: 12/06/19 REVISED:
JOB No.: 18-238 F.B./PG.: 28/11
CLIENT: HALEY & ALDRICH
CLIENT P.O.: 133449
DRAWING NAME: 18238BS-SLAB.DWG



DATE: 12/06/19 REVISED:
JOB No.: 18-238 F.B./PG.: 28/11
CLIENT: HALEY & ALDRICH
CLIENT P.O.: 133449
DRAWING NAME: 18238BS-SLAB.DWG

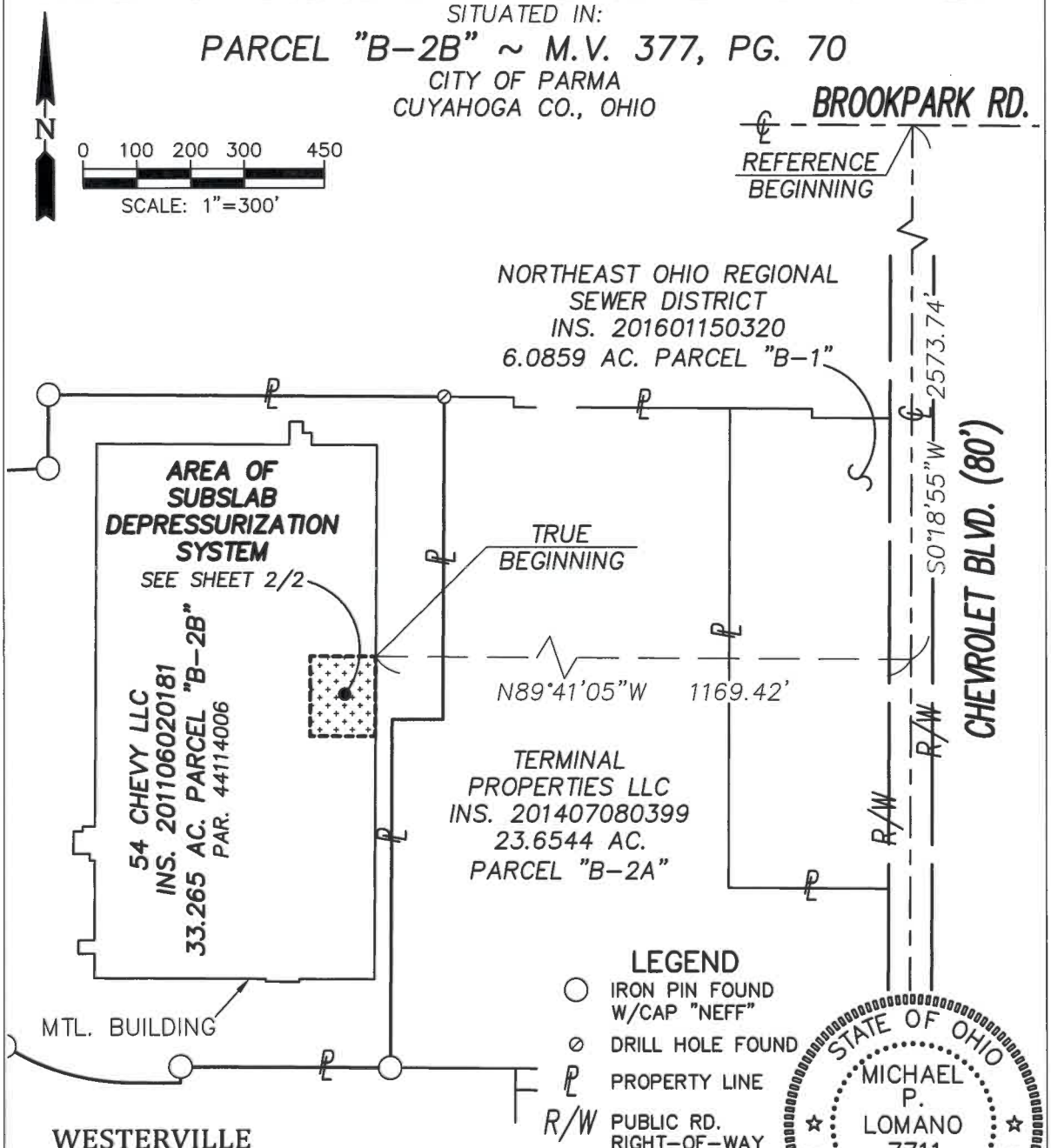
SHEET 3/3

AREA OF SUBSLAB DEPRESSURIZATION SYSTEM

SITUATED IN:

PARCEL "B-2B" ~ M.V. 377, PG. 70

CITY OF PARMA
CUYAHOGA CO., OHIO



WESTERVILLE LAND SURVEYING, LLC
125 E. HOME ST. A
WESTERVILLE, OH 43081
(614) 899-2209

DRAWING NAME: 18238BS-SSDS.DWG

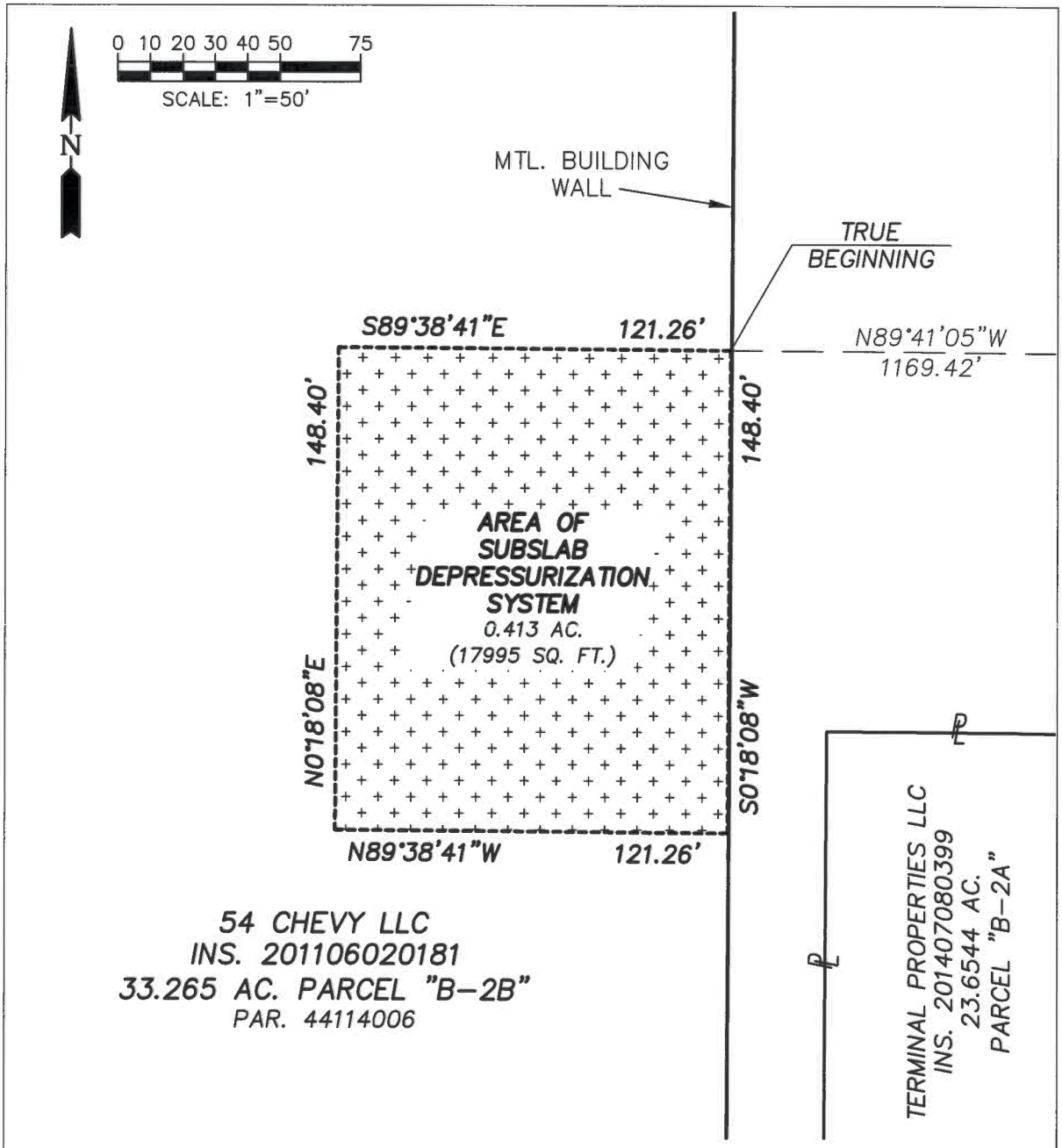
SHEET 1/2

STATE OF OHIO
MICHAEL P. LOMANO
7711
REGISTERED PROFESSIONAL SURVEYOR

This plat is based on the results of an actual field survey performed on the property under my supervision in December, 2019.

BY Michael P. Lomano

OHIO PROFESSIONAL SURVEYOR No. 7711



SURVEY NOTES

Bearings hereon are referenced to S0°18'55"W for the centerline of Cheverolet Blvd., SPC grid, OH N. Zone, per a VRS GPS survey.

Area of Subslab Depressurization System delineated in field by Haley & Aldrich on 12/05/19. East line intended to follow the interior line of metal building wall existing at time of this survey.

DATE: 12/06/19 REVISED:
JOB No.: 18-238 F.B./PG.: 28/67
CLIENT: HALEY & ALDRICH
CLIENT P.O.: 133449
DRAWING NAME: 18238BS.DWG

SHEET 2/2

OPERATION AND MAINTENANCE AGREEMENT

Between Ohio EPA and RACER Trust and Parma Chevrolet LLC
Regarding the former GMPT Parma Powertrain Assembly Plant
Parma, Cuyahoga County, Ohio

This Operation and Maintenance Agreement ("Agreement") is entered into by the Director of the Ohio Environmental Protection Agency ("Director"), Revitalizing Auto Communities Environmental Response Trust ("RACER Trust" or "Volunteer"), and Parma Chevrolet LLC, pursuant to Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300, known as the Ohio Voluntary Action Program. In consideration of the mutual covenants and subject to the terms and conditions of this Agreement, the parties agree as follows:

1. **NFA Letter / Property.** A no further action letter (NFA Letter No. 18 NFA 722 ("NFA Letter") under the Voluntary Action Program ("VAP"), was submitted to the Director on behalf of RACER Trust on 19 December 2018 by Richard W. Volpi, a certified professional (Certified Professional No. 193). The NFA Letter addresses approximately 33 acres of real property located at 5520 Chevrolet Boulevard, Parma, Cuyahoga County, Ohio ("Property"). The legal description of the Property is attached hereto as Attachment 1, and is incorporated into this Agreement by reference.

2. **O&M Plan / Modifications / Public Records Availability.** The NFA Letter includes an Operation and Maintenance Plan ("O&M Plan"). The term "O&M Plan" refers to the plan dated December 2018 that applies to the Property as described by the O&M Plan. The O&M Plan is attached hereto as Attachment 2 and is incorporated into this Agreement by reference. Likewise, modifications approved (see Modifications Section of this Agreement) are incorporated into this Agreement by reference. The NFA Letter, O&M Plan and any modification, are available for review as a public record for the Property, and a copy may be obtained by contacting Ohio EPA's Northeast District Office, at 2110 East Aurora Road, Twinsburg, Ohio 44087 (330.963.1200) or by searching Ohio EPA's e-documents portal at http://epa.ohio.gov.

3. **Agreement Requirement.** This Agreement is required pursuant to ORC 3746.10(C)(2) or 3746.12(A)(2) and OAC 3745-300-11.

4. **Remedy for the Property.** The remedy for the Property involves the following components:

    a. **Remedies Performed**. Remedies performed by the Volunteer to-date include installation and operation of a subslab depressurization system ("SSDS"); these remedies are documented by the NFA Letter.

b. **Activity and Use Limitations.** Activity and use limitations are included in a proposed Environmental Covenant developed pursuant to ORC 5301.80 to 5301.92 and OAC 3745-300-11. Following the issuance of a covenant not to sue for the Property, the Environmental Covenant will be recorded pursuant to ORC 3746.14 as a deed record for the Property.

c. **Engineering Controls.** The engineering controls relied upon to comply with applicable standards include: maintaining the concrete floor associated with the facility building as described in the O&M Plan; and maintaining and operating the SSDS.

5. **Engineering Controls Subject to the O&M Plan.** The engineering control as set forth in the Remedy for the Property Section of this Agreement, is part of the voluntary action remedy and must be implemented and maintained by RACER Trust or Parma Chevrolet LLC in accordance with this Agreement and the O&M Plan. The remedial activities demonstrate that the Property will maintain compliance with applicable standards set forth in ORC Chapter 3746 and OAC Chapter 3745-300 and in the covenant not to sue issued pursuant to ORC 3746.12 for the Property ("Covenant Not to Sue").

6. **Implementation of O&M Plan Verifying Compliance with Applicable Standards.** RACER Trust or Parma Chevrolet LLC shall perform the engineering controls in accordance with the O&M Plan, and perform all inspections, repairs, reporting, record keeping, demonstrations and other requirements in accordance with the O&M Plan.

7. **Property Access.** RACER Trust and Parma Chevrolet LLC each certify individually that it retains access to the Property sufficient to fully implement the O&M Plan and this Agreement. Further, upon transfer of the Property or portion thereof, RACER Trust shall use best efforts to maintain such access.

8. **Recording of Agreement.** RACER Trust may record this Agreement as an exhibit to the Covenant Not to Sue but the recording of this Agreement is not required by ORC 3746.14.

9. **Effect of Violation of this Agreement.** Failure to implement or maintain any remedial activities (including engineering controls) under this Agreement or the O&M Plan or approved modification constitutes the failure to maintain an applicable standard in accordance with ORC 3746.12(B) and OAC Chapter 3745-300 and is subject to the process outlined in the Compliance Schedule Agreement Section of this Agreement. Failure to comply with this Agreement or approved

modification or to implement or maintain any engineering control comprises noncompliance with this Agreement, which is subject to injunctive relief to correct the noncompliance.

10. Financial Assurance.

a. **RACER Trust** shall ensure that reasonable and adequate funds in the amount not to exceed $225,523 as of May 31, 2020 ("the Financial Assurance Amount") are available to comply with this Agreement via the financial assurance embodied in the RACER Trust Consent Decree Settlement Agreement attached hereto as Attachment 3. RACER shall be responsible for providing and maintaining the Property-specific funding per the provisions of the Consent Decree Settlement Agreement to assure the performance of the O&M Plan. In the event the amount or form of financial assurance provided herein is inadequate to comply with the terms of this Agreement, the Director may propose a modification of this paragraph pursuant to the Modification Section of this Agreement.

b. In the event RACER Trust does not maintain reasonable and adequate funds, in whole or in part, **Parma Chevrolet LLC** shall ensure that reasonable and adequate funds necessary to meet the Financial Assurance Amount, in whole or in part, are available to comply with this Agreement by providing financial assurance. Upon request, Parma Chevrolet LLC shall provide Ohio EPA with an updated demonstration of financial assurance. Examples of acceptable financial assurance include a trust fund, a surety bond guaranteeing payment into a trust fund, a surety bond guaranteeing performance of this Agreement and the O&M Plan, a letter of credit, an insurance policy, the obligated party's financial assurance demonstration under VAP affidavit, an escrow account, or such other financial assurance as approved by Ohio EPA. In the event the amount or form of financial assurance provided herein is inadequate to comply with the terms of this Agreement, the Director may propose a modification of this paragraph pursuant to the Modification Section of this Agreement.

11. Notice to Prospective Property Transferees of Remedy Obligations. At least fourteen (14) days following the execution of any sales contract or other document transferring ownership of any portion of the Property that is subject to this Agreement, whichever comes later, Parma Chevrolet LLC shall provide written notice to the prospective Property transferee that the Property, or such portion of the Property, is subject to the Covenant Not to Sue and this Agreement.

12. **Notice to the Director of Transfer of Property.** Within fourteen (14) days after a sale or other transfer of any portion of the Property that is subject to this Agreement, Parma Chevrolet LLC shall provide written notice of the sale or to the Director that the Property. This notice shall be submitted to Ohio EPA and shall include:

    a. The name, address, and telephone number of each new property owner, and the name, title, address, email address, and telephone number of the new owner's contact person.

    b. A survey plat and legal description of the Property or such portion of the Property that was transferred. In the case of a transfer of a portion of the Property, include also a survey plat that depicts the boundary of the transferred portion of the Property in relation to the Property subject to this Agreement and the Covenant Not to Sue.

    c. The closing date of the transfer of ownership of the Property or such portion of the Property.

13. **Option to Transfer this Agreement / Notice to Director.** Pursuant to ORC 3746.14(C), Parma Chevrolet LLC may transfer this Agreement to any other person (the "Transferee") by assignment or in conjunction with the acquisition of title to the Property. Within fourteen (14) days after such transfer, Parma Chevrolet LLC shall provide written notice to the Director of the terms and conditions of the transfer of obligations of this Agreement and the O&M Plan ("Transfer Terms and Conditions"), by submitting:

    a. The name, address, and telephone number of the Transferee and the name, title, address, email address and telephone number of the contact person for the Transferee;

    b. A statement of the extent to which the Transferee has assumed the obligations of this Agreement and the O&M Plan;

    c. A copy of the legal instrument(s) that provide the Transfer Terms and Conditions; and

    d. A copy of the Transferee's proposed financial assurance that complies with the Financial Assurance Section of this Agreement, if the Transferee has assumed the financial assurance obligations of this Agreement and the O&M Plan. The Transferor's financial assurance shall remain effective until

Ohio EPA approves in writing the Transferee's financial assurance and the Transferee's financial assurance is fully executed and funded.

Upon the Director's receipt of such notice of the Transfer Terms and Conditions in accordance with this Section of the Agreement, and Ohio EPA's approval of the Transferee's financial assurance, the Transferee shall be considered a party to this Agreement, in accordance with the Transfer Terms and Conditions.

14. **Subparceling.** Upon written notice submitted by Parma Chevrolet LLC to the Director, that one or more parcels of the Property have been divided or subparceled, this Agreement shall apply separately to each subdivided parcel subject to this Agreement upon the date of subdivision or the date of the submission of written notice, whichever occurs later. Parma Chevrolet LLC shall provide such written notice by submitting:

a. The legal description of the subdivided parcels;

b. A survey plat of the subdivided parcels;

c. The date of the subdivision;

d. A copy of the legal instrument(s) providing for the subdivision; and

e. The name(s) of the new owner, if any, of the subdivided parcels.

Upon the written notice submitted pursuant to this Section, this Agreement shall be deemed to be amended, without modification of this Agreement, to identify the subdivided parcels of the Property. The Covenant Not to Sue shall remain in effect for any subdivided portion of the Property that continues to comply with the requirements of this Agreement and the applicable standards that form the basis of the Covenant Not to Sue. Any revocation of the Covenant Not to Sue for any parcel shall not be based solely on a finding that any other subdivided parcel of the Property no longer complies with the applicable standards or the requirements of this Agreement.

15. **Document Submittals / Notifications to Parties.** All documents, including but not limited to notices and reports, required to be submitted by RACER Trust or Parma Chevrolet LLC pursuant to this Agreement shall be identified by NFA Letter number 18 NFA 722 and addressed to the following persons:

For Ohio EPA:

Ohio EPA – Central Office
Division of Environmental Response and Revitalization
50 West Town Street
P.O. Box 1049
Columbus, OH 43216-1049
Attn: DERR Compliance Officer, Former GMPT Parma Power Train Assembly Plant
NFA number 18 NFA 722

Electronic filings: records@epa.ohio.gov

and

Ohio EPA-Northeast District Office
Division of Environmental Response and Revitalization
2110 East Aurora Road
Twinsburg, OH 44087
Attn: DERR Site Coordinator for GMPT Parma Powertrain Assembly Plant
NFA Number 18 NFA 722

For RACER Trust

RACER Trust
P.O. Box 43859
Detroit, Michigan 48243
Attn: Pamela Barnett
Cleanup Manager (DE, LA, MA, OH, PA, VA)
pbarnett@racertrust.org

and

Parma Chevrolet LLC
6675 Parkland Boulevard, Suite 100
Solon, Ohio 44139
Attn: Chris Salata, COO
csalata@icpllc.com

Any party may designate an alternative contact name or address upon written notification to any other party.

16. **Modification of this Agreement or O&M Plan.** This Agreement or the O&M Plan may be modified by agreement of the appropriate parties. Modifications of this Agreement shall be in writing, signed by the authorized representative of RACER Trust, Parma Chevrolet LLC, and by the Director, and shall be effective on the date signed by the Director. Modifications of the O&M Plan shall be submitted in writing to Ohio EPA, subject to approval by Ohio EPA, and effective upon written approval by Ohio EPA. Modifications to the plan or agreement shall include required updates to sampling, data evaluation, demonstration, and verification, as applicable, based on OAC 3745-300-11. Modifications may consist of a new O&M plan that replaces an O&M plan in its entirety or an O&M plan addendum. Ohio EPA reserves the right to require the submittal of a new NFA letter for a proposed modification that will result in the application of an applicable standard or land use different than that contained in the NFA Letter.

17. **Compliance Schedule Agreement.** Within thirty (30) days after the mailing of notice from the Director of a finding that the Property or a portion of the Property no longer complies with an applicable standard upon which the issuance of the Covenant was based, RACER Trust or Parma Chevrolet LLC shall notify the Director of its intention to return the Property or such portion of the Property to compliance with the applicable standards upon which the Covenant was based ("Cure") and enter into a compliance schedule agreement with the Director for such Cure, in accordance with ORC 3746.12(B).

18. **Compliance with Other Laws.** RACER Trust or Parma Chevrolet LLC shall conduct all activities pursuant to this Agreement and the O&M Plan in compliance with all applicable local, state, and federal laws and regulations, including but not limited to requirements to obtain permits or authorizations. RACER Trust and Parma Chevrolet LLC acknowledge that Ohio EPA's review and approval of any health and safety measures is limited to ensuring compliance with the requirements of ORC Chapter 3746 and OAC Chapter 3745-300 and does not extend to determining compliance with the Occupational Safety and Health Act, the regulations adopted under that act, or any obligation imposed by the Occupational Safety and Health Administration.

19. **Inspections by Ohio EPA.** Parma Chevrolet LLC shall allow the Director or his authorized representatives to perform inspections to determine compliance with this Agreement, the O&M Plan, or any modifications. Such inspections shall be consistent with ORC Chapter 3746 and OAC Chapter 3745-300, including but not limited to the reasonableness of inspection timing and frequency in accordance with ORC 3746.21.

20. **Program Costs for Monitoring Compliance with this Agreement.** RACER Trust shall reimburse Ohio EPA for the actual direct and indirect costs incurred by Ohio EPA in monitoring compliance with this Agreement pursuant to OAC 3745-300-03, up to a maximum of $224,966 ("Not to Exceed Amount").

    a. Until the Not to Exceed Amount has been reached, Ohio EPA will periodically submit to RACER Trust an itemized statement of its monitoring costs for the previous year(s). Monitoring costs include, but are not limited to, costs for reviewing submissions or reports required by this Agreement, conducting Property inspections, and corresponding with RACER Trust or its representative.

    b. Within thirty (30) days of receipt of such itemized statement, RACER Trust shall remit payment for all of Ohio EPA's monitoring costs for the previous year(s). If RACER Trust disputes the accuracy of items on the itemized statement, a request for review of the statement may be made within thirty (30) days of receipt of the statement. After review, Ohio EPA will resubmit to RACER Trust an itemized statement with appropriate revisions. RACER Trust shall remit payment within fourteen (14) days of receipt of the resubmitted statement.

    c. Unless Ohio EPA provides notice in writing of an electronic or alternative method for remitting payments, RACER Trust shall remit payments to Ohio EPA pursuant to this Section of the Agreement as follows:

        i. Payment shall be made by an official (or certified) check made payable to "Treasurer, State of Ohio." The check shall be submitted to Ohio EPA, Office of Fiscal Administration, P.O. Box 1049, 50 West Town Street, Columbus, Ohio 43216-1049.

        ii. A copy of the transmittal letter and check shall be sent to the Fiscal Officer, DERR, Ohio EPA, P.O. Box 1049, 50 West Town Street, Columbus, Ohio 43216-1049.

        iii. A copy of the transmittal letter and check shall be sent to the Records Management Officer, DERR, Ohio EPA, P.O. Box 1049, 50 West Town Street, Columbus, Ohio 43216-1049.

21. **Termination.** This Agreement shall terminate upon (a) revocation or voidance of the Covenant Not to Sue, (b) a demonstration, in accordance with OAC 3745-300-

11 and the O&M Plan, that implementation of this Agreement and the O&M Plan is no longer necessary for the Property to comply with applicable standards, upon written acknowledgment of the demonstration by the Manager of the VAP, or (c) otherwise upon the written approval of the Director of the Ohio EPA.

22. **Waiver.** RACER Trust and Parma Chevrolet LLC each agree individually that the terms and conditions of this Agreement are lawful and reasonable, and agree to comply with terms and conditions of this Agreement that apply to each such party. RACER Trust and Parma Chevrolet LLC each hereby individually waive their right to appeal the issuance of this Agreement and the terms and conditions of this Agreement, and each hereby waive individually any and all rights they might have to seek judicial or administrative review of this Agreement either in law or equity. RACER Trust and Parma Chevrolet LLC reserve, individually, their individual right to participate in any appeal by a third party to the Environmental Review Appeals Commission or to any court.

23. **Entire Agreement.** The terms and conditions of this Agreement, including the O&M Plan, constitute the entire agreement of the parties. No oral or written representation shall be binding unless approved as a modification of this Agreement pursuant to the Modification Section of this Agreement. The terms and conditions of this Agreement shall be interpreted consistent with ORC Chapter 3746 and OAC Chapter 3745-300.

24. **Authorized Signatories.** Each undersigned representative of a signatory to this Agreement represents that he or she is fully authorized to execute this Agreement and to legally bind such signatory to this Agreement.

25. **Effective Date.** Upon execution of this Agreement by the parties, this Agreement shall be a valid and binding obligation enforceable in accordance with its terms and conditions and effective upon the date of the Director's signature.

In witness whereof, the parties hereto have executed this Agreement.

RACER TRUST

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

Date: November 13, 2020

By: _____
ELLIOTT P. LAWS, not individually, but acting solely in his capacity as Managing Member

PARMA CHEVROLET LLC,
an Ohio limited liability company

By: _____ Date: 12/13/2020
Chris Salata, COO

OHIO ENVIRONMENTAL PROTECTION AGENCY:

By: _____ Date: 3/1/20
Laurie A. Stevenson
Director of Ohio EPA

rev. 12/2014

ATTACHMENT 1

Property Legal Description

Permanent Parcel # 441-14-006

Type Instrument: Limited Warranty Ex
Tax District #: 3250
Grantor: RACER PROPERTIES LLC
Grantee: 54 CHEVY LLC
Balance Assumed: $ 0.00
Total Consideration: $ 0.00
Conv. Fee Paid: $ 0.00
Transfer Fee Paid: $ 0.50
Fee Paid by: COMMONWEALTH
Exempt Code: F

Date: 6/2/2011 10:58:00 AM
Tax List Year: 2011
Land Use Code: 3400
Land Value: 2,453,600
Building Value: 2,618,000
Total Value: 5,071,600
Arms Length Sale: NO
Rcpt: B-06022011-1
Inst #: 498695
Check #

Cuyahoga County Fiscal Officer

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 4
DEED 6/2/2011 11:06:32 AM
201106020181

TAX PARCEL ID: 441-14-006
COUNTY: Cuyahoga
Tax Mailing Address:
c/o Chevy Management
31000 Aurora Road, Solon, OH 44139
Attention: Joseph Greenberg

LIMITED WARRANTY DEED

THAT, **RACER PROPERTIES LLC**, a limited liability company formed under the laws of the State of Delaware (collectively, "Grantor"), whose address is 401 S. Old Woodward Avenue, Suite 370, Birmingham, MI 48009, Attention: Rick Zablocki, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL and CONVEY, with limited warranty covenants, unto **54 CHEVY LLC**, a Delaware limited liability company ("Grantee"), whose address is c/o 54 Chevy Management LLC, an Ohio limited liability company, 31000 Aurora Road, Solon, Ohio, Attention: Joseph Greenberg, that certain real property located on Chevrolet Boulevard, Parma, Cuyahoga County, Ohio, and being more particularly described on Exhibit A attached hereto and incorporated herein for all purposes by this reference (the "Property"), together with all improvements located thereon and all rights and appurtenances thereto in any wise belonging to Grantor; subject, however, to property taxes for the second half of the year 2010 and all exceptions to title (the "Permitted Encumbrances") which affect the Property and which are of record in the official records of Cuyahoga County, Ohio.

AFN 201106020180

Prior Instrument Reference: Volume X, Page ___ of the Deed Records of Cuyahoga County, Ohio, and Instrument conveying the Property to Grantor intended to be record prior hereto.

On June 1, 2009, Motors Liquidation Company (f/k/a General Motors Corporation) ("MLC") and its affiliated debtors, as debtors and debtors in possession (collectively, the "Debtors"), filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The Company's Chapter 11 case has been jointly administered with the Chapter 11 cases of its affiliated Debtors under Case No. 09-50026 (REG) (the "Case").

Pursuant to that certain Findings of Fact, Conclusions of Law, and Order Pursuant to Sections 1129(a) and (b) of the Bankruptcy Code and Rule 3020 of the Federal Rules of Bankruptcy Procedure Confirming Debtors' Second Amended Joint Chapter 11 Plan, dated March 29, 2011, issued by the Bankruptcy Court and filed as Docket No. 9941 in the Case (the "Confirmation Order"), the Bankruptcy Court has approved the Plan.

Pursuant to the Confirmation Order, effective as of March 31, 2011, the Bankruptcy Court directed MLC to transfer and convey to Grantor (or its direct parent) any and all of its right, title and interest in and to certain assets described therein, including without limitation, the Property; and authorized the sale of the Property by Grantor in accordance with the terms thereof.

MLC#1203 (Kadis Portion) – Parma

COMMERCIAL

55567705 CMW

TO HAVE AND TO HOLD the above-described Property, subject to the Permitted Encumbrances, together with all and singular the rights and appurtenances thereto in any wise belonging to Grantor, unto the said Grantee, its successors and assigns FOREVER, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, and further subject as follows:

BY ACCEPTING THIS DEED, THE GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE GRANTOR'S WARRANTY OF TITLE IN THIS LIMITED WARRANTY DEED, THE PROPERTY IS CONVEYED AND TRANSFERRED TO THE GRANTEE "AS IS, WHERE IS, AND WITH ANY AND ALL FAULTS AND PATENT AND LATENT DEFECTS," AND GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION, PROMISE, COVENANT, AGREEMENT, GUARANTY OR WARRANTY OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, QUANTITY, QUALITY, CONDITION, SUITABILITY, HABITABILITY, OR FITNESS OF THE PROPERTY OR IMPROVEMENTS THEREON FOR ANY PURPOSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION REGARDING SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, ZONING LAWS, ENVIRONMENTAL LAWS, OR ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATIONS, OR ORDINANCES. THE GRANTEE ALSO ACKNOWLEDGES AND AGREES THAT THE GRANTEE'S INSPECTION AND INVESTIGATION OF THE PROPERTY AND IMPROVEMENTS THEREON HAVE BEEN ADEQUATE TO ENABLE THE GRANTEE TO MAKE THE GRANTEE'S OWN DETERMINATION WITH RESPECT TO THE SUITABILITY OR FITNESS OF THE LAND, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO SOIL CONDITIONS, AVAILABILITY OF UTILITIES, DRAINAGE, ZONING LAWS, ENVIRONMENTAL LAWS, OR ANY OTHER FEDERAL, STATE OR LOCAL STATUTES, CODES, REGULATIONS, OR ORDINANCES. THE GRANTEE ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH ARE AN INTEGRAL PORTION OF THIS LIMITED WARRANTY FEED. THE PROVISIONS CONTAINED IN THIS PARAGRAPH SHALL SURVIVE THE CLOSING HEREUNDER AND THE DELIVERY FROM GRANTOR TO GRANTEE OF THIS LIMITED WARRANTY DEED. BY ITS ACCEPTANCE OF THIS LIMITED WARRANTY DEED GRANTEE TAKES THE PROPERTY AND THE IMPROVEMENTS THEREON SUBJECT TO ALL TERMS OF THIS LIMITED WARRANTY DEED.

Grantee assumes the payment of all ad valorem taxes and special assessments pertaining to the Property for [2010] and subsequent years, there having been a proper proration of ad valorem taxes for the current calendar year between Grantor and Grantee.

SIGNATURES ON PAGE FOLLOWING

Return to:
Title Source Inc.
1450 W Long Lake Rd.
Suite 400
Troy, MI 48098

EXECUTED to be effective as of the 26th day of May, 2011.

WITNESSES:

Name: Tyler Hunter

Name: Alexis Chapin

GRANTOR:
RACER Properties LLC,
a Delaware limited liability company
By: EPLET, LLC, a Delaware limited liabilitycompany, acting solely in its capacity as non-member Manager

By: Elliott P. Laws, not individually but solely as its Managing Member

DISTRICT OF COLUMBIA)
) ss:
City OF Washington)

On the 11th day of May, 2011, before me a Notary Public for the State and County aforesaid, personally appeared Elliott P. Laws, who acknowledged himself to be the Managing Manager of EPLET, LLC, a Delaware limited liability company, acting solely in its capacity as non-member Manager of RACER PROPERTIES LLC ("RACER"), and that he, being authorized to do so, executed the foregoing Limited Warranty Deed, not individually, but solely in his capacity as managing member of EPLET, LLC, which is acting solely in its capacity as non-member Manager of RACER, for the purposes therein contained by signing the name of EPLET, LLC by himself, not individually but solely as the non-member Manager of RACER.

WITNESS my hand and seal the day and year aforesaid.

Print Name: Myung Wang
My commission expires: May 14, 2014

Myung H. Wang
Notary Public, District of Columbia
My Commission Expires 5/14/2014

MLC#1203 (Kadis Portion) – Parma

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

PARCEL B-2

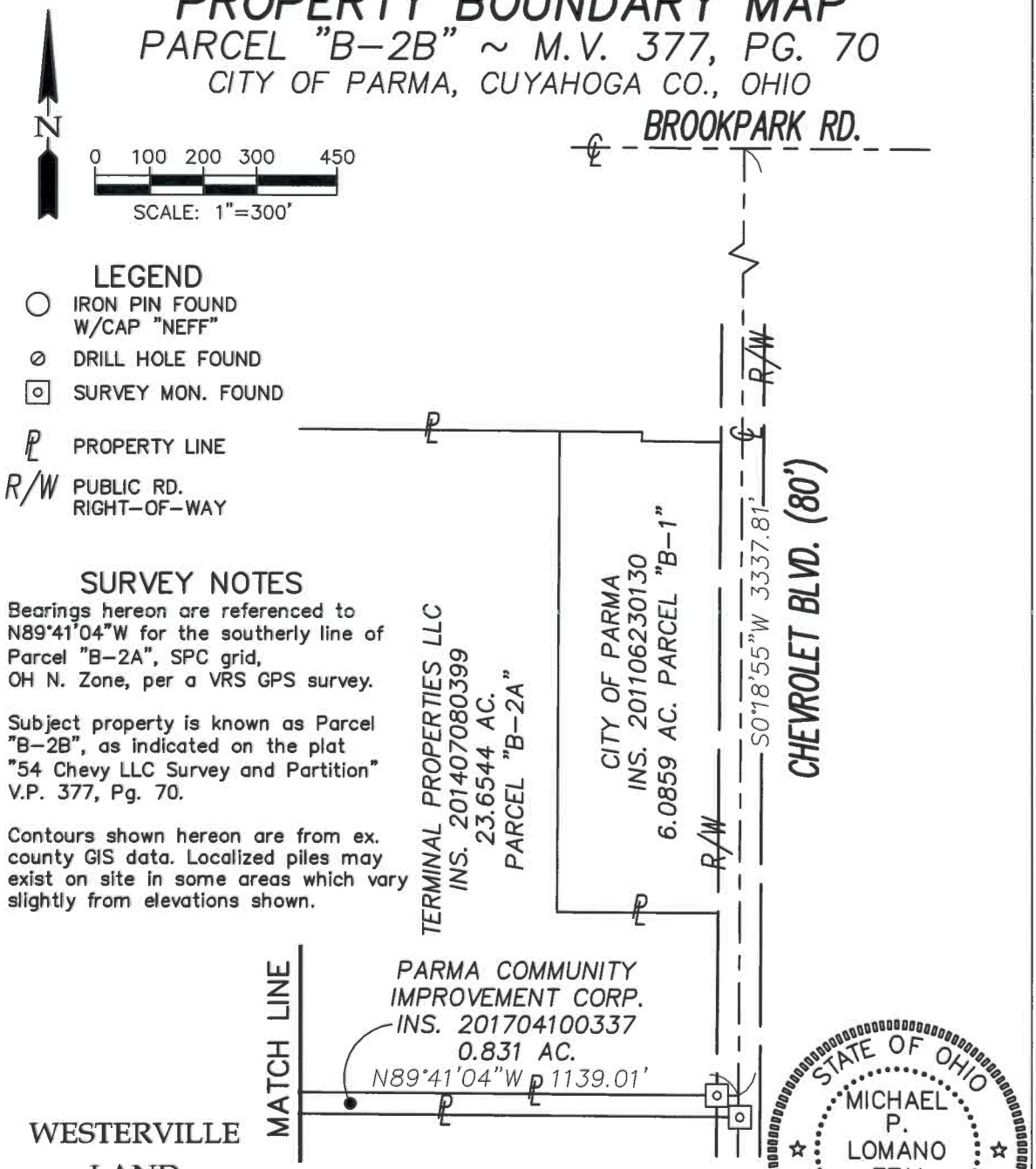
SITUATED IN THE CITY OF PARMA, COUNTY OF CUYAHOGA, STATE OF OHIO AND KNOWN AS BEING PARCEL "B-2" IN THE LOT SPLIT PLAT FOR GM PLANT OF PART OF ORIGINAL PARMA TOWNSHIP, LOT NOS. 23 AND 24, TUCKERMAN TRACT AS SHOWN BY THE RECORDED PLAT IN VOLUME 364 OF MAPS, PAGE 62 OF CUYAHOGA COUNTY RECORDS AND CONTAINING 56.9198 ACRES (2,479,425 SQUARE FEET) OF LAND, MORE OR LESS.

PPN: 441-14-006

PROPERTY BOUNDARY MAP

PARCEL "B–2B" ~ M.V. 377, PG. 70

CITY OF PARMA, CUYAHOGA CO., OHIO



LEGEND

- ○ IRON PIN FOUND W/CAP "NEFF"
- ⊘ DRILL HOLE FOUND
- ⊡ SURVEY MON. FOUND
- ℄ PROPERTY LINE
- R/W PUBLIC RD. RIGHT–OF–WAY

SURVEY NOTES

Bearings hereon are referenced to N89°41'04"W for the southerly line of Parcel "B–2A", SPC grid, OH N. Zone, per a VRS GPS survey.

Subject property is known as Parcel "B–2B", as indicated on the plat "54 Chevy LLC Survey and Partition" V.P. 377, Pg. 70.

Contours shown hereon are from ex. county GIS data. Localized piles may exist on site in some areas which vary slightly from elevations shown.

WESTERVILLE LAND SURVEYING, LLC

90 E. COLLEGE AVE.
WESTERVILLE, OH 43081
(614) 899–2209

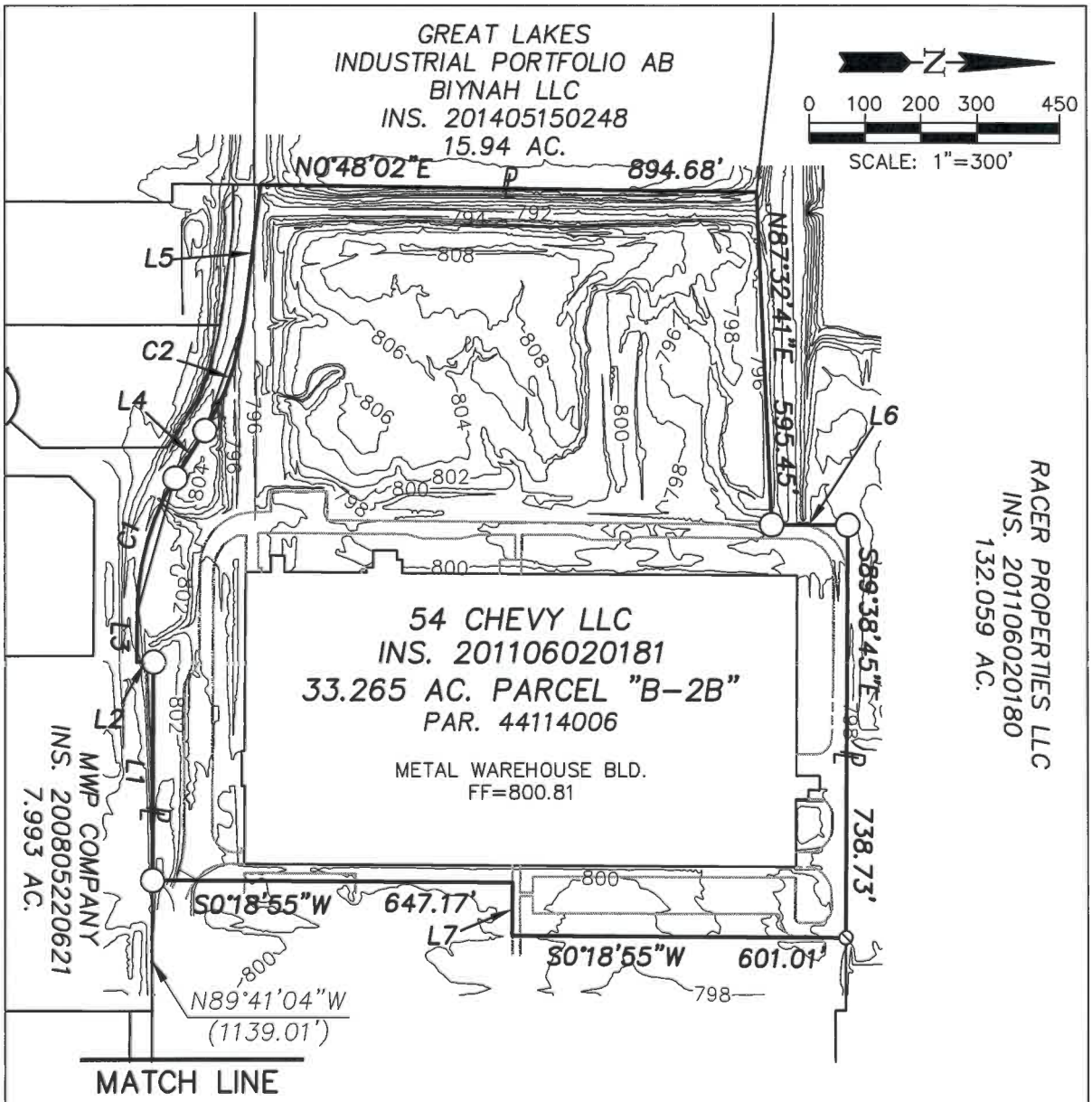
DRAWING NAME: 17203BS.DWG

This plat is based on the results of an actual field survey performed on the property under my supervision in August, 2017.

STATE OF OHIO
MICHAEL P. LOMANO
7711
REGISTERED PROFESSIONAL SURVEYOR

BY Michael P. Lomano
OHIO PROFESSIONAL SURVEYOR No. 7711

SHEET 1/2



C1:
R=462.52'
L=251.62'
Δ=31°10'12"
CH=N73°58'27"W
248.53'

C2:
R=498.34'
L=210.01'
Δ=24°08'44"
CH=N70°27'43"W
208.46'

L1: N89°41'04"W 390.99'
L2: S0°18'55"W 30.00'
L3: N89°41'04"W 90.13'
L4: N58°23'21"W 100.00'
L5: N82°32'05"W 244.45'
L6: N0°15'47"E 136.95'
L7: N89°41'05"W 95.73'

DATE: 9/05/17 REVISED:
JOB No.: 17-203 F.B./PG.: 25/35
CLIENT: HALEY & ALDRICH
CLIENT P.O.: 28777-814
DRAWING NAME: 17203BS.DWG

SHEET 2/2

ATTACHMENT 2

O&M Plan

HALEY ALDRICH

www.haleyaldrich.com

REPORT ON

OPERATION AND MAINTENANCE PLAN - REVISED
FORMER GMPT PARMA POWERTRAIN ASSEMBLY PLANT
5520 CHEVROLET BOULEVARD
PARMA, OHIO

For The RACER Trust
Detroit, Michigan

By Haley & Aldrich, Inc.
Cleveland, Ohio 44131

NFA Letter Issued by VAP Certified Professional
Richard W. Volpi, CP#: 193
Haley & Aldrich, Inc.
6500 Rockside Road, Suite 200
Cleveland, Ohio 44131
216-706-1311

File No. 28777
June 2019

ATTACHMENT 2

O&M Plan

HALEY ALDRICH

www.haleyaldrich.com

REPORT ON

OPERATION AND MAINTENANCE PLAN - REVISED
FORMER GMPT PARMA POWERTRAIN ASSEMBLY PLANT
5520 CHEVROLET BOULEVARD
PARMA, OHIO

For The RACER Trust
Detroit, Michigan

By Haley & Aldrich, Inc.
Cleveland, Ohio 44131

NFA Letter Issued by VAP Certified Professional
Richard W. Volpi, CP#: 193
Haley & Aldrich, Inc.
6500 Rockside Road, Suite 200
Cleveland, Ohio 44131
216-706-1311

File No. 28777
June 2019

HALEY ALDRICH

www.haleyaldrich.com

REPORT ON
OPERATION AND MAINTENANCE PLAN - REVISED
FORMER GMPT PARMA POWERTRAIN ASSEMBLY PLANT
5520 CHEVROLET BOULEVARD
PARMA, OHIO

For The RACER Trust (Volunteer)
Detroit, Michigan

Haley & Aldrich, Inc.
6500 Rockside Road, Suite 200
Cleveland, Ohio 44131
216-706-1311

File No. 28777-814
June 2019

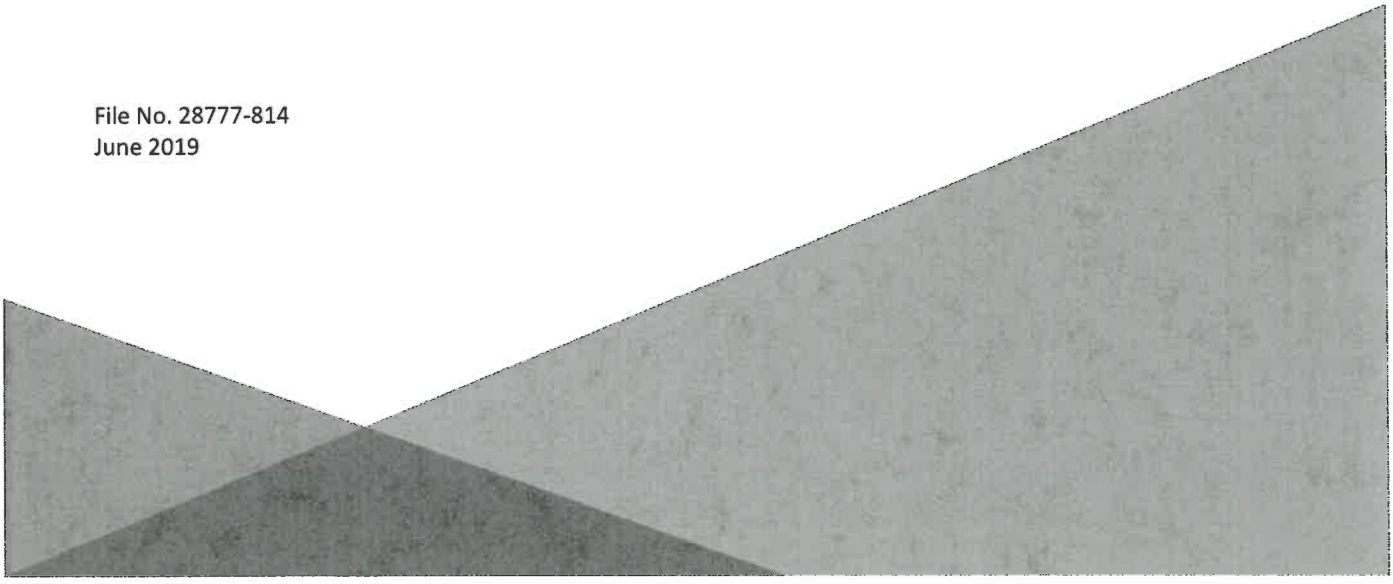


Table of Contents

Table of Contents

List of Figures

1. Purpose of the Operation and Maintenance Plan (OAC 3745-300-11(F)(1)(a))

Haley & Aldrich, Inc. (Haley & Aldrich) has prepared this Operation and Maintenance Plan (O&M Plan) in accordance with the Ohio Environmental Protection Agency (Ohio EPA) Voluntary Action Program (VAP) Rule, Ohio Administrative Code (OAC) 3745-300-11 for the Former GMPT Parma Powertrain Assembly Plant located at 5520 Chevrolet Boulevard, Parma, Ohio (hereafter referenced as the "property" or "site") (Figures 1 and 2).

1.1 SITE DESCRIPTION

The property consists of one parcel (#441-14-006) owned by 54 Chevy LLC, based in Pepper Pike, Ohio. The property was sold by the Revitalizing Auto Communities Environmental Response Trust (RACER) in 2011. The site is approximately 33 acres in size and is in a mixed industrial, residential, and commercial area. One 475,000 square-foot (SF) former manufacturing building is the major structure located on the property and is subject to this O&M Plan. A survey plat of the property building is included in Appendix A.

1.2 PROJECT BACKGROUND

Phase II Property Assessment (Phase II) results indicate no concentrations of chemicals of concern (COCs) exceed VAP Commercial/Industrial direct contact generic numerical standards (GNS) in the soil samples within the commercial/industrial point of compliance (POC) of 0 to 2 feet below surface grade. However, because multiple chemicals were detected in soils, a multiple chemical adjustment (MCA) was completed utilizing the soil analytical results. The Property was evaluated as exposure units, where exposure units were based on locations that are paved (covered with building slab) or un-paved (not covered with building slab). The results of the MCA indicate that the total cancer risk ratio and the non-cancer risk ratios (hazard index) for soil within the 0 to 2-foot depth interval (unpaved) for potential exposures under future commercial/industrial land use are less than 1. This indicates the surficial concentrations of COCs in soil within the unpaved portions of the property would not pose an unacceptable health risk to commercial/industrial workers.

An MCA was not completed for soils beneath the building floor slab for potential exposures under commercial/industrial land use. However, the exposure pathway is considered incomplete based on recordation of an environmental covenant which will require maintenance of the concrete building slab in accordance with this O&M Plan to prevent exposures to soil beneath the slab by commercial/industrial workers.

The building slab, an engineering control, will also remain in place to prevent vapor intrusion of COCs from subslab soil gas to indoor air. The Phase II results demonstrate that concentrations of trichloroethene (TCE) and vinyl chloride (VC) in subslab soil gas exceed their applicable Commercial/Industrial Subslab Soil Gas Standard[1]. TCE also exceeded commercial subslab soil gas "Accelerated Response Action Levels" and the "Urgent Response Action Levels" cited in the August 2016 Ohio EPA Recommendations Regarding Response Action Levels and Timeframes for Common

[1] May 2016 derived using the EPA 95th percentile attenuation factor of 0.03 or as noted in the Ohio EPA Guidance Document Recommendations Regarding Response Action Levels and Timeframes for Common Contaminants of Concern at Vapor Intrusion Sites in Ohio (August 2016).

Contaminants of Concern at Vapor Intrusion Sites in Ohio. However, TCE and VC were not detected in the indoor air samples in excess of VAP Commercial/Industrial Indoor Air Standards (the laboratory detection limits were less than the relevant standards). A subslab depressurization system (SSDS) was installed to mitigate concentrations of COCs in the subslab to address the reasonably anticipated future subslab soil gas to indoor air pathway.

1.3 PURPOSE

The purpose of this O&M Plan is to ensure this property maintains compliance with Ohio EPA VAP applicable standards through the remedial activities described herein. The remedial activities contained in this O&M Plan are to:

[X] Operate and monitor an active remedial system/remedy
[X] Maintain and monitor an engineering control
[ ] Monitor passive remediation via sampling events
[ ] Other(s)

The active remedial activity will be implemented following Ohio EPA VAP rules and in compliance with applicable laws, regulations, rules, resolutions, and ordinances. Further description regarding the specific tasks associated with O&M are included in Sections 5 through 8.

2. Identification of Remedial Activities Subject to the O&M Plan (OAC 3745-300-11(F)(1)

2.1 REMEDIAL ACTIVITIES SUBJECT TO THIS O&M PLAN

Remedial activities subject to this O&M Plan include:

1. A concrete building slab engineering control; and
2. A SSDS.

Figure 3 shows the location of the remedial activities identified above on the property. The remedial activities identified above have been constructed or were implemented prior to the issuance of the No Further Action (NFA) letter.

2.2 ADDITIONAL ACTIVITIES

In addition to the remedial action described above, to maintain compliance with applicable VAP standards and requirements, the following activities will be implemented at the property:

- Monitoring wells will be abandoned in accordance with OAC 3745-9-03, because they are no longer needed to evaluate groundwater quality.
- Institutional controls (i.e., use restrictions and limitations) will be implemented at the property in accordance with OAC 3745-300-11 and detailed within the Phase II and Remedial Action Plan (RAP). The institutional controls will be implemented to mitigate or eliminate risk, or an exposure pathway, to human receptors in order to achieve applicable standards. RACER will take measures to protect human health and the environment through the activity use limitations described in an environmental covenant on the property. The environmental covenant includes:
  - Restrict groundwater use for potable and non-potable purposes, except for environmental sample collection and construction dewatering, including appropriate disposal;
  - Limit current and future land utilization to commercial/industrial use;
  - Require maintenance of the concrete slab inside the building; and
  - Require maintenance of the SSDS.

3. Description and Purpose of the Remedial Activities Subject to the O&M Plan (OAC 3745-300-11(F)(1)(b)

This section provides a description of, and the purpose for, the remedial activity subject to this O&M Plan.

3.1 BUILDING SLAB

The existing concrete building slab will remain in-place and be maintained as an engineering control remedy. The building slab is approximately 475,000 SF, 10-inches thick, and made of reinforced concrete (Figure 3). The building slab's purpose is to prevent human exposure to soils within the industrial/commercial point of compliance (2 feet below ground surface). Additionally, the building slab will remain in-place and be used as an engineering control to ensure that the vapor intrusion pathway remains incomplete if perforations through the slab are required to support redevelopment.

3.2 SSDS OPERATION

A SSDS was installed within the east-central portion the property building (Figure 3). The purpose of the SSDS is to create a vacuum field extending under the building slab in the east-central portion of the building, an area of known subslab soil gas related impacts, to reduce the potential for vapor intrusion from subslab soil gas to indoor air.

Based on the results of pilot testing conducted at the site, six extraction points were installed at locations inside the building. Each extraction point was attached to either a 3-inch Schedule 40 PVC or cast-iron pipe. The pipe was then attached to a gate valve on the other end which is fastened to 4-inch PVC overhead conveyance pipe. The overhead conveyance pipe from each extraction point converges into a high suction fan assembly, which will convey the subslab soil vapors out of the building. Four permanent monitoring ports were installed in the concrete slab and will be utilized to collect baseline vacuum measurements and to verify pressure field extension (PFE) beneath the building slab. Temporary test points shall also be installed for each PFE verification event where a permanent point is not present or accessible. If a permanent monitoring point is damaged, then it should be properly abandoned, and a replacement permanent point installed. The SSDS will operate in a continuous, uninterrupted mode. As described within Section 5.2, periodic inspections will be conducted to confirm that vacuum field extension is similar to the baseline.

Baseline/initial pressure field extension vacuum measurements were collected on 13 August 2018 after installation and optimization of the SSDS was completed. The results (see below) of the baseline/initial pressure field extension verification vacuum measurements indicates that the target vacuum of -0.02-inch water column (5 pascals) was achieved at all four monitoring point locations.

Baseline/Initial Pressure Field Extension Vacuum Measurements – 13 August 2018			
Monitoring Point	**Target Vacuum (inches of water)**	**Baseline/Initial Vacuum (inches of water)**	**Achieve Baseline/Initial Vacuum Measurement**
MP-1	-0.02	-0.234	Yes
MP-2	-0.02	-0.074	Yes
MP-3	-0.02	-0.053	Yes
MP-4	-0.02	-0.305	Yes

3.3 ABANDONMENT OF UNUSED WELLS

Each monitoring well at the site will be properly sealed in accordance with:

- OAC 3745-9-03;
- Technical Guidance for Ground Water Investigations – Chapter 9 – Sealing Abandoned Monitoring Wells and Boreholes dated September 2016.

The purpose of well sealing is to prevent surface contaminants from migrating to groundwater, to eliminate physical hazards associated with unused wells, and to restore the subsurface to close to its original condition. For this purpose, this section serves as a work plan for sealing of the eight monitoring wells on the property (MW-1 through MW-3 and MW-7 through MW-11) shown on Figure 4.
Well identification, top of casing elevations, screen length, screen interval, total depth, and date of installation are provided in Table 1 below. Well construction diagrams are included in Appendix B.

Table 1: Monitoring Well Construction Summary

Well Number	Total Depth (feet)	Top of Casing Elevation (feet)	Screened Interval (feet below grade)	Date of Installation
MW-1	25	806.31	14.7 to 24.7	10/14/2011
MW-2	25	802.98	14.6 to 24.6	10/12/2011
MW-3	25	802.19	14.6 to 24.6	10/12/2011
MW-7	30	800.44	19.9 to 29.9	4/11/2013
MW-8	30	800.40	19.9 to 29.9	4/10/2013
MW-9	30	800.43	19.9 to 29.9	4/10/2013
MW-10	30	800.39	19.9 to 29.9	4/10/2013
MW-11	30	800.56	19.9 to 29.9	4/11/2013

In accordance with Technical Guidance for Ground Water Investigations – Chapter 9 – Sealing Abandoned Monitoring Wells and Boreholes, the well sealing methodology will be as follows:

1. Prior to sealing, each well shall be inspected to ensure that no obstacles (e.g., pumps, tubing, etc.) remain in the well. The outer protective casing will be removed.
2. Each boring will be pressure-grouted via a tremie pipe (in a continuous manner) using neat cement. Care will be taken to ensure that segregation, dilution, and bridging do not occur during emplacement, and that no air pockets are formed within the cement. Neat cement will be grouted in from the bottom of the well up to the frost line (approximately 2 to 3 feet below surface grade).
3. The top 3 feet of casing shall be cut off. A grout plug will be installed from the frost line to near land surface and inspected 24 hours following installation. A piece of metal will be used to mark each sealed well and will allow for future location by either a metal detector or magnetometer.
4. The area around the grout plug will be completed consistent with the surrounding ground surface (e.g., concrete, asphalt, gravel).

Following well sealing, documentation will be submitted to the Ohio EPA VAP that includes:

- The former identification for the sealed well;
- Well construction details;
- The date and time of the well sealing;

- Contact information for the person responsible and consultant conducting the sealing;
- A description of the well sealing procedures and materials used, which includes the volumes of neat cement emplaced; and,
- A description of methods/procedures used for disposal of contaminated media.

Well sealing reports will be submitted to the Ohio Department of Natural Resources (ODNR).

4. Summary of Applicable Standards (OAC 3745-300-11(F)(1)(A)) and (OAC 3745-300-11(F)(1)(c)(v))

This section provides a summary of the applicable standards subject to the O&M Plan, and how the remedial activity subject to this O&M Plan will achieve applicable standards. The standards that apply to the property, and are relevant to this O&M Plan, include generic VAP Commercial/Industrial Indoor Air Standards and Commercial/Industrial GNS.

This O&M Plan is required for:

- the building slab, an engineering control preventing direct contact with soil and vapor intrusion of subslab soil gas to indoor air for on-property commercial/industrial receptors; and
- the SSDS, an active remediation system, which will further reduce the potential for vapor intrusion from subslab soil gas to indoor air.

Table 2: Applicable Standards and Remedial Activities Subject to the O&M Plan

Remedial Activity	Media	Point of compliance	Exposure Pathway	Receptor	Chemicals of concern	Applicable Standards
Building slab	Soil	0 to 2 feet below ground surface	Direct contact with soil	On-property commercial / industrial workers	VOCs, PAHs, metals, PCBs	VAP generic numerical direct contact soil standards
Building slab	Soil gas	Indoor air	Vapor intrusion	On-property commercial / industrial workers	TCE and VC	Commercial/ Industrial Subslab Soil Gas and Indoor Air Standards
SSDS	Soil gas	Indoor air	Vapor intrusion	On-property commercial / industrial workers	TCE and VC	Commercial/ Industrial Subslab Soil Gas and Indoor Air Standards

Notes:
VOCs: volatile organic compounds
PAHs: polycyclic aromatic hydrocarbons
PCBs: polychlorinated biphenyls

5. Evaluating the Effectiveness of the Remedial Activities (OAC 3745-300-11(F)(1)(c))

5.1 PURPOSE AND GENERIC DESCRIPTION OF THE ACTIVITIES TO EVALUATION THE EFFECTIVENESS OF THE REMEDIAL ACTIVITIES

This section provides a general description of activities that will be performed to determine the effectiveness of the remedial activities in meeting and/or maintaining compliance with applicable standards subject to this O&M Plan.

- To determine the effectiveness of the concrete building slab engineering control, an annual inspection, or at any time the tenant has cause to believe the engineering control needs repair, of the slab will be conducted to identify condition of the slab or new perforations through the slab. The purpose of this activity is to ensure the contaminated soils and soil gas underneath the building slab do not become exposed to commercial/industrial workers on the property.

- To determine the effectiveness of the SSDS, monitoring, including confirmation sampling and testing of the SSDS alarm system, will be performed to verify the effectiveness of the remediation system. Monitoring points are shown on Figure 3. Confirmation sampling will involve collecting subslab soil gas, indoor air, and discharge samples quarterly for one year immediately following initiation of the SSDS. In addition, vacuum measurements will be collected from the subslab monitoring points to verify there is a differential pressure between the subslab and the indoor air space. The operation parameters (vacuum and flow) associated with the SSDS will be adjusted as necessary based on the results of the sampling.

The results of the building slab and SSDS monitoring will be provided to Ohio EPA as part of the annual O&M Plan Report. Further details regarding these activities are provided in the following sections.

5.2 MONITORING AND DATA COLLECTION ACTIVITIES AND SCHEDULES

This section provides a summary of procedures for data collection, field testing, sampling, and/or data analysis, and provides a description of the anticipated length and planned frequency of each monitoring activity that will be performed to evaluate the effectiveness of the remedial activities subject to this O&M Plan. Further details are provided in the following subsections.

5.2.1 Building Slab Inspection

A designated person will annually inspect the building slab to identify condition of the slab or new perforations. Perforations discovered will be documented in the engineering control inspection form found in Appendix C.

5.2.2 SSDS Evaluations

The success of the SSDS will be based on the vacuum extension field created beneath the building slab. During the first year of operation, the Volunteer or their designee will perform the following on a quarterly basis following complete installation of the SSDS:

- Confirmation sampling of

  - subslab soil gas from the four permanent monitoring points (MP-1 through MP-4) or from temporary monitoring points if the permanent points are inaccessible;
  - indoor air from two sampling locations; and
  - discharge samples from the exhaust fan.
- Inspection of SSDS for malfunctioning components (alarm test) in accordance with the A-Z Solutions Inc. (A-Z) SSDS Installation Documentation and Monitoring Plan (Monitoring Plan; July 2018), included in Appendix D;
- Collection of vacuum measurements (no less than -0.02 inches of water column) from the four permanent monitoring points (MP-1 through MP-4); and
- Collection of flow measurements (approximatley 125 cubic feet per minute) from the exhaust fan assembly.

Quarterly samples will be collected in January, April, July, and September, and analyzed for VOCs by Method TO-15. Quality assurance/quality control samples will be collected during the quarterly sampling, including duplicate samples and a nitrogen filled trip blank. If COCs are detected in the samples during the sampling events, then a second sample shall be collected within 7 days of receiving validated data to verify results. If confirmatory samples exceed Indoor Air Standards, as applicable, the Volunteer shall notify Ohio EPA within 7 days of confirmation. Please refer to Section 8.0 for further information on addressing problems with the soil gas remedial activity.

After the first year of operation, if the SSDS is operating as designed, then confirmation sampling will be discontinued. However, vacuum measurements will continue to be collected on a semi-annual basis (in January and July), and monitoring system alarm tests will be conducted annually. If there is a change to the operating conditions, additional pressure differential measurements may be collected to ensure that performance criteria are being met.

These measurements, along with notes regarding the condition of the SSDS, will be recorded on the O&M Inspection Form included in Appendix E. SSDS conditions of note include the status of the piping, condition of the blower, documentation of gate valve position, and testing of the alarm panel.

6. Operation and Maintenance of the Remedial Activities Subject to the O&M Plan (OAC 3745-300-11(F)(1)(b)) and (OAC 3745-300-11(F)(1)(d))

This section provides a description of tasks associated with the O&M of the remedial activities, including a schedule for all tasks and a description of the prescribed treatment or operating conditions for the property. Also included is a description of the monitoring and remedial equipment required to operate and maintain the remedial activity.

6.1 OPERATION TASKS AND SCHEDULES

6.1.1 Building Slab

No activities are needed to operate the building slab. The building slab will operate (e.g., remain intact) at all times and under all conditions as an engineering control. Should it be necessary to breach the building slab, indoor air sampling will be conducted after the slab has been repaired to verify applicable standards for the vapor intrusion pathway. One indoor air sampling event will be conducted following repairs to a breach or breaches in the building slab.

6.1.2 SSDS

A single SSDS with six extraction points and a high pressure, high flow fan assembly was installed within the building at the property. The SSDS will operate continuously, except when undergoing repair or replacement.

6.2 MAINTENANCE TASKS AND SCHEDULES

6.2.1 Building Slab

Maintenance tasks for the building slab will be dependent upon the findings in the annual inspection. If perforations that may result in soil exposure or vapor migration are identified, then they will be repaired within 30 days of discovery. The repair will consist of mortar, concrete, and/or non-shrink grout.

6.2.2 SSDS

The SSDS will be tested quarterly in accordance with A-Z's Monitoring Plan within the first year of operation, and annually each year thereafter, to ensure that the alarm is functioning correctly. The results of the alarm testing will be recorded on the SSDS Quarterly Monitoring System Maintenance Log included in Appendix F. If it is discovered that the system is malfunctioning, repairs will be completed within 30 days of the discovery.

Even though meeting minimum vacuum field performance criteria across the treatment area is considered presumptive evidence that the SSDS is meeting proper operating conditions and performance objectives and controlling vapor intrusion, one indoor air sampling event will be conducted following repairs to the SSDS system.

7. Adjustments to Normal Operation and Maintenance (OAC 3745-300-11(F)(1)(e))

This section provides a description of the reasonably-anticipated adjustments and criteria that may be required to maintain remedial activity effectiveness.

7.1 BUILDING SLAB

In the event repairs are needed in a certain location of the building, the repair will be made within 30 days of discovery.

7.2 SSDS

If COCs in indoor air are detected in excess of the Commercial/Industrial Indoor Air Standards, then potential adjustments to the SSDS (if warranted) may include the following:

- Changes to blower type to increase vacuum extension, to increase efficiency, or to accommodate additional extraction points;
- Installation of additional extraction points to target areas with less than optimal vacuum influence;
- Piping modifications (in accordance with 2006 National Plumbing Code) to facilitate increased extraction points and flow; and/or,
- Modifications to the gate valves on each extraction point to adjust flow.

8. Identifying and Addressing Potential Problems with the Remedial Activities Subject to the O&M Plan (OAC 3745-300-11(F)(1)(f))

This section provides a description and analysis of the potential O&M problems with the remedial activities and a description of the means for detecting these problems, including, but not limited to, the schedule for periodic inspection of each remedial activity. Also provided is a description of activities and equipment that will be utilized to correct potential problems with the remedial activities, including, but not limited to, inspection responses and repair methods.

8.1 MEANS FOR DETECTING PROBLEMS/PERIODIC INSPECTIONS

Potential redevelopment activities may cause perforations in the concrete building slab, which may cause the soil beneath the building slab to become exposed or the vapor intrusion pathway to become complete. Annual visual inspections of the building slab, as previously described, will be utilized to detect the problem. Any perforations within the concrete which may result in exposure shall be repaired within 30 days of discovery. Repair may consist of sealing with mortar or non-shrink grout for smaller areas. Larger areas may require additional concrete repair. Suitable materials and installation methods depending on the weather conditions will be utilized.

Mechanical problems with the SSDS may cause insufficient PFE beneath the building slab. Replacement/repair of the SSDS components will be completed within 30 days of the malfunction discovery.

9. Record Keeping (OAC 3745-300-11(F)(1)(g))

Records will be kept for the purpose of documenting the effective implementation of the engineering controls, remedial activities, and associated O&M. Records include, but are not limited to, sample results, the Engineering Control Inspection Form (Appendix C), O&M Inspection Form (Appendix E), the SSDS Quarterly Monitoring System Maintenance and System Service Event Logs (Appendix F).

Records will be retained for a minimum of 10 years to coordinate with the record keeping requirements of a Certified Professional related to NFA Letter records, as described in the Ohio Revised Code (ORC) Section 3746.11(D) and OAC 3745-300-05(I).

10. Reporting on O&M Plan Activities (OAC 3745-300-11(F)(2))

For the first year following issuance of a NFA letter, RACER Trust will submit an annual O&M report to the Ohio EPA Director, under affidavit. Thereafter, 54 Chevy LLC, or their designees, will annually submit the O&M report to the Ohio EPA Director, under affidavit. Each O&M report will include the following:

- Results from remedy effectiveness evaluation activities;
- A demonstration of the performance of remedial activities subject to the O&M Plan;
- A demonstration of how compliance with applicable standards is being met or maintained, including the measures used to maintain the remedy's protectiveness of public health and safety and the environment until the property achieves compliance with applicable standards through a permanent remedy within five years, or other time frame as agreed upon by the Ohio EPA Director in an O&M Agreement; and
- Confirmation that the remedial activities remain necessary to achieve or maintain applicable standards at the property, or verification conducted in accordance with OAC 3745-300-11(E) that the remedial activities are no longer needed for the property to comply with applicable standards.

11. Verification of Completion of Remedial Activities for Groundwater and Termination of the Operation and Maintenance Plan (OAC 3745-300-11(E)) and OAC 3745-300-11(F)(1)(h))

The remedial activities consisting of the building slab and operation of the SSDS along with associated O&M activities are anticipated to continue until COC impacts underlying the building slab are remediated or removed to concentrations less than applicable VAP Standards.

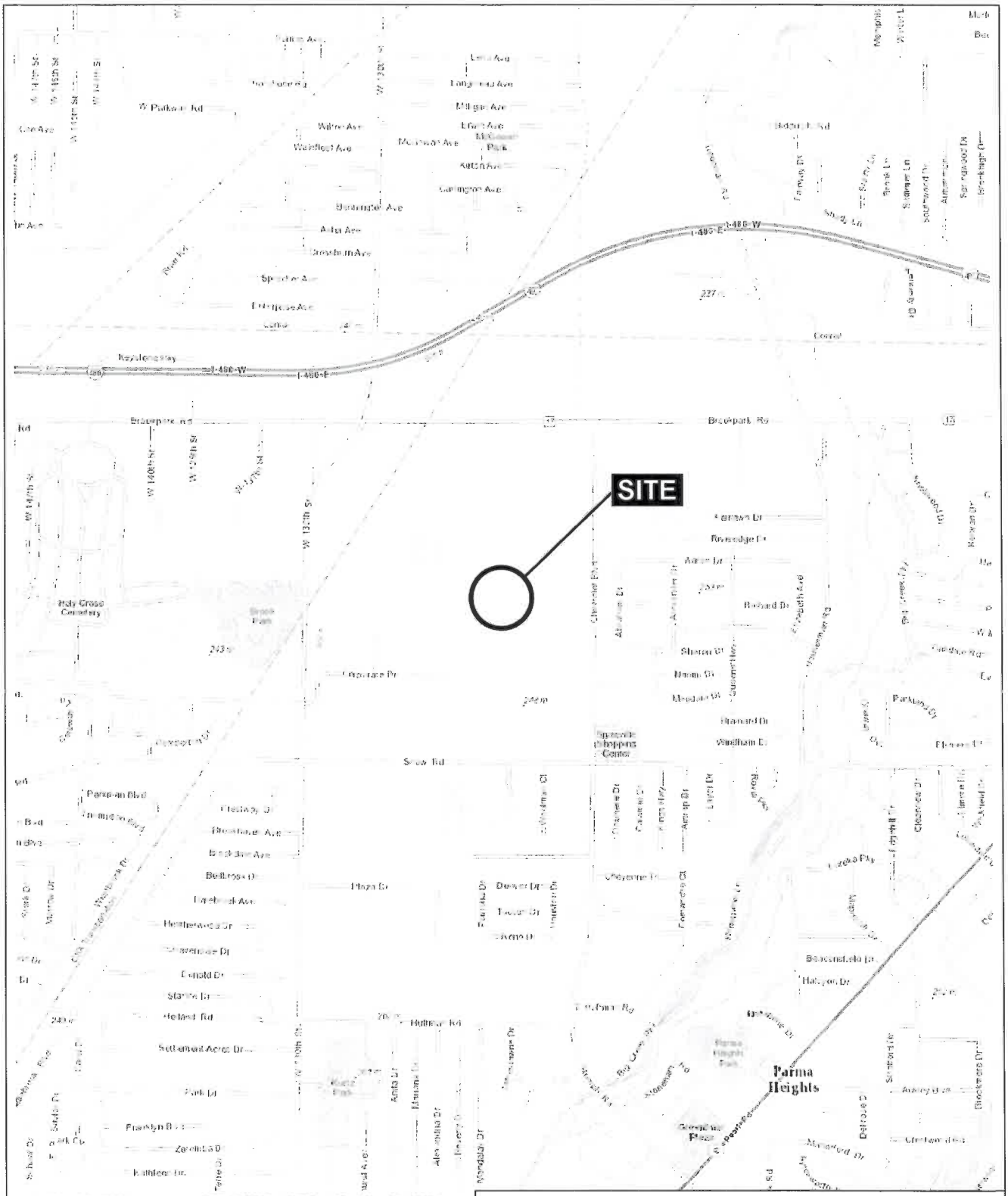
Verification will be made after the completion of the remedial activities implemented thorough this O&M Plan, in accordance with OAC 3745-300-11(E).

References

1. A-Z Solutions, Inc., Pilot Test Report and SSDS Installation Proposal, March 2018
2. A-Z Solutions, Inc., SSDS Installation Documentation and Monitoring Plan, July 2018
3. Haley & Aldrich, Inc., VAP Phase II Property Assessment Report, Revised August 2018
4. Haley & Aldrich, Inc., Remedial Action Plan, October 2017

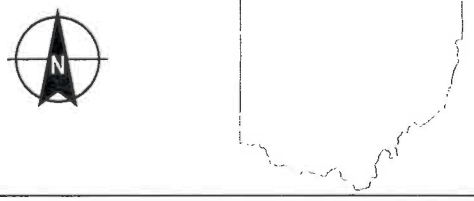
G:\133449_RACER Parma\002_003\Second Revision to NFA\Attachment 2_OM Plan_Revised June 2019\2018_0730_HAI_28777_RACER_OM_Plan-D2.docx

FIGURES



MAP SOURCE: ESRI

SITE COORDINATES: 41°24'42"N, 81°46'25"W



HALEY ALDRICH

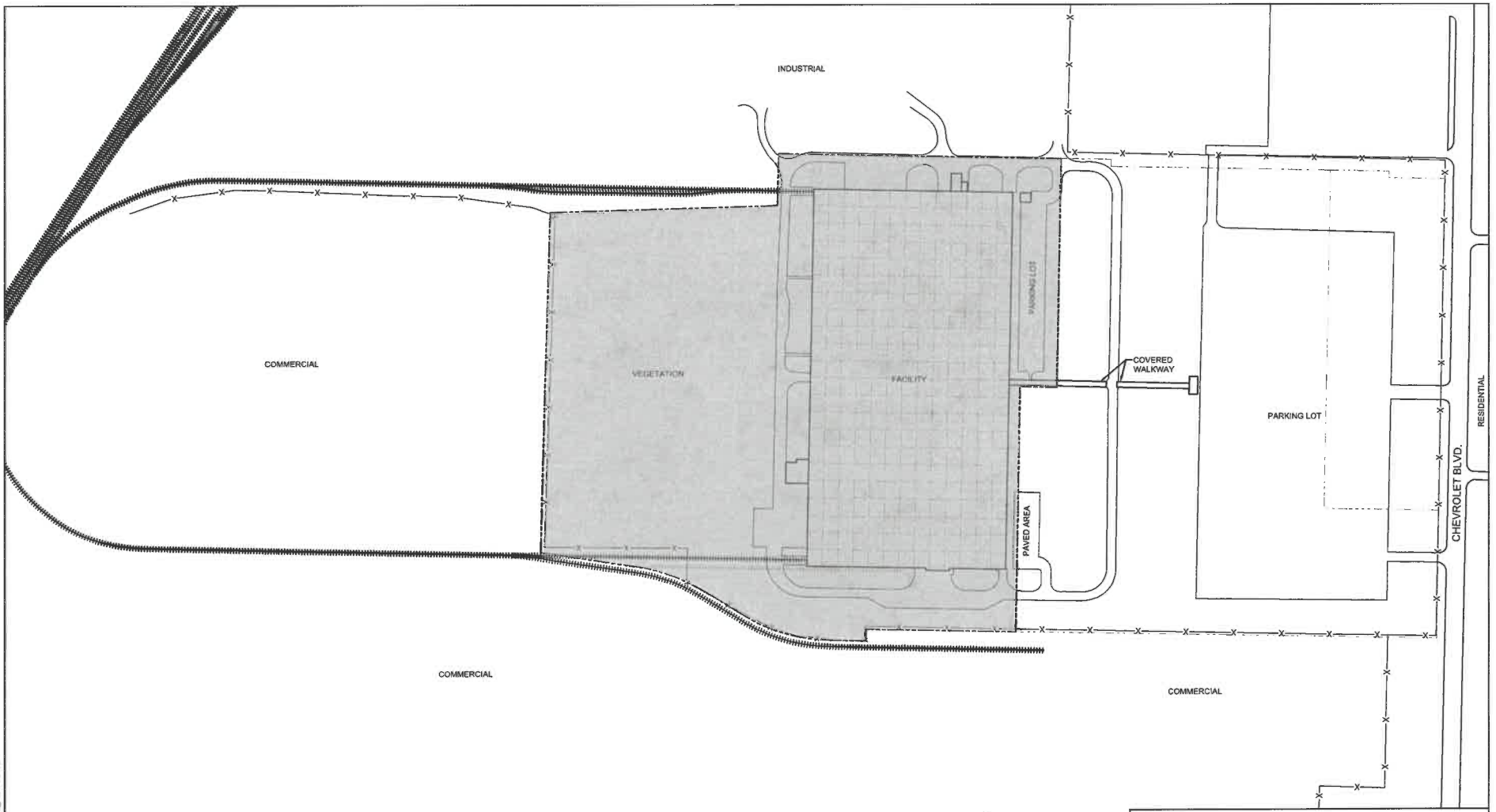
54 CHEVY, LLC
FORMER GMPT PARMA POWERTRAIN ASSEMBLY PLANT
5520 CHEVROLET BOULEVARD
PARMA, OHIO

PROPERTY LOCATION MAP

APPROXIMATE SCALE: 1 IN = 2000 FT
AUGUST 2018

FIGURE 1

28777_1_LOCUS.PDF



LEGEND:

- APPROXIMATE PROPERTY LINE
- RAILROAD
- INACTIVE RAILROAD TRACKS
- FENCE

NOTE:
THIS FIGURE WAS GENERATED WITH THE USE OF DRAWINGS PROVIDED BY THE CLIENT, AND AN AERIAL IMAGE OBTAINED FROM GOOGLE EARTH PRO. AS SUCH, ALL LOCATIONS ARE APPROXIMATE.

VAP PROPERTY

N
W E
S

0 250 500
APPROXIMATE SCALE IN FEET

HALEY & ALDRICH

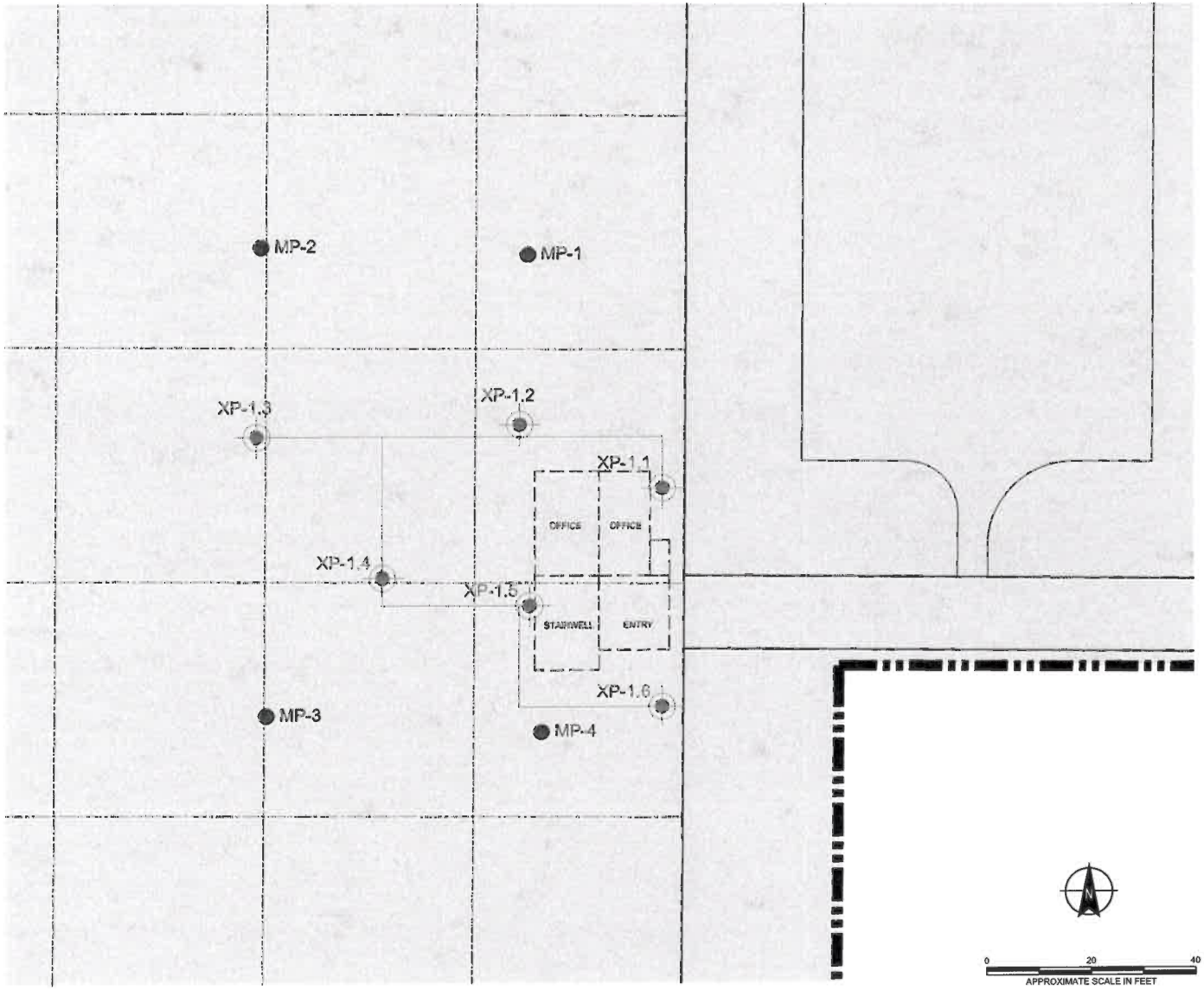
54 CHEVY, LLC
(FORMER GMPT PARMA POWERTRAIN ASSEMBLY PLANT)
5520 CHEVROLET BOULEVARD
PARMA, OHIO

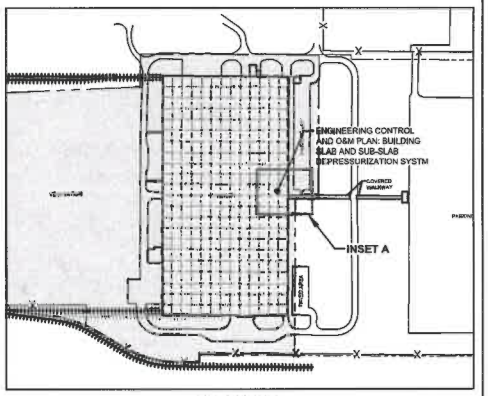
VAP PROPERTY AND ADJACENT SITE FEATURES

SCALE: AS SHOWN
AUGUST 2018

FIGURE 2

G:\28777\812\CAD\28777-812-0002-SITE_PLAN.DWG





KEY PLAN
1" = 500'

LEGEND:

- A — DESIGNATION AND APPROXIMATE LOCATION OF EXTRACTION POINT
- 1 — DESIGNATION AND APPROXIMATE LOCATION OF MONITORING POINT
- OVERHEAD PIPING (APPROXIMATE)
- APPROXIMATE PROPERTY LINE
- RAILROAD
- INACTIVE RAILROAD TRACKS
- FENCE
- ACTIVITY AND USE LIMITATIONS/ENVIRONMENTAL COVENANT:
  - COMMERCIAL/INDUSTRIAL LAND USE RESTRICTION -
  PROHIBITED USE OF GROUNDWATER

NOTE:

1. THIS FIGURE WAS GENERATED WITH THE USE OF DRAWINGS PROVIDED BY THE CLIENT, AND AN AERIAL IMAGE OBTAINED FROM GOOGLE EARTH PRO. AS SUCH, ALL LOCATIONS ARE APPROXIMATE.

0 20 40
APPROXIMATE SCALE IN FEET

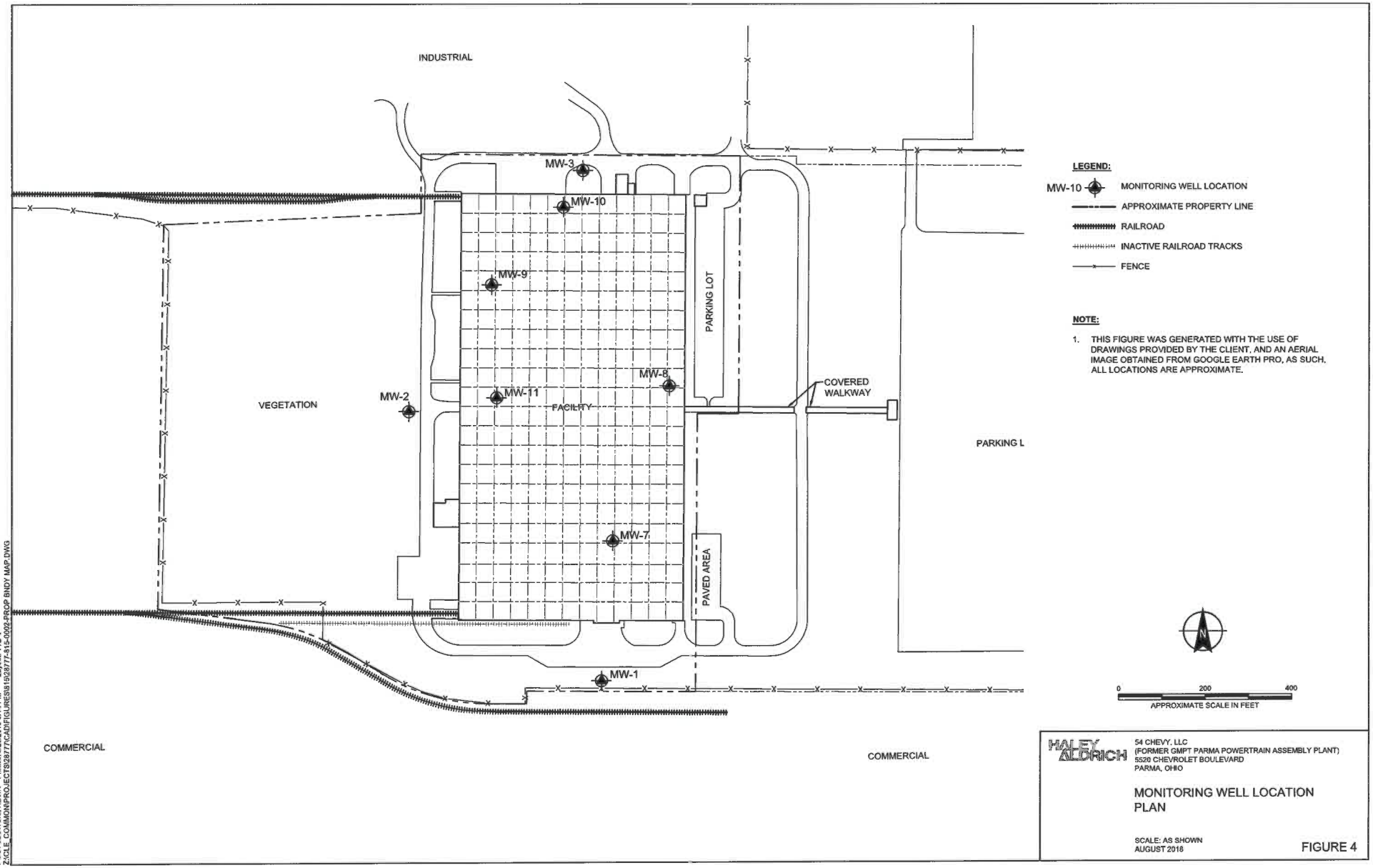
HALEY ALDRICH

54 CHEVY, LLC
(FORMER GMPT PARMA POWERTRAIN ASSEMBLY PLANT)
5520 CHEVROLET BOULEVARD
PARMA, OHIO

PROPERTY BOUNDARY MAP WITH REMEDIES

SCALE: AS SHOWN
AUGUST 2018

FIGURE 3



HALEY ALDRICH

54 CHEVY, LLC
(FORMER GMPT PARMA POWERTRAIN ASSEMBLY PLANT)
5520 CHEVROLET BOULEVARD
PARMA, OHIO

MONITORING WELL LOCATION PLAN

SCALE: AS SHOWN
AUGUST 2018

FIGURE 4

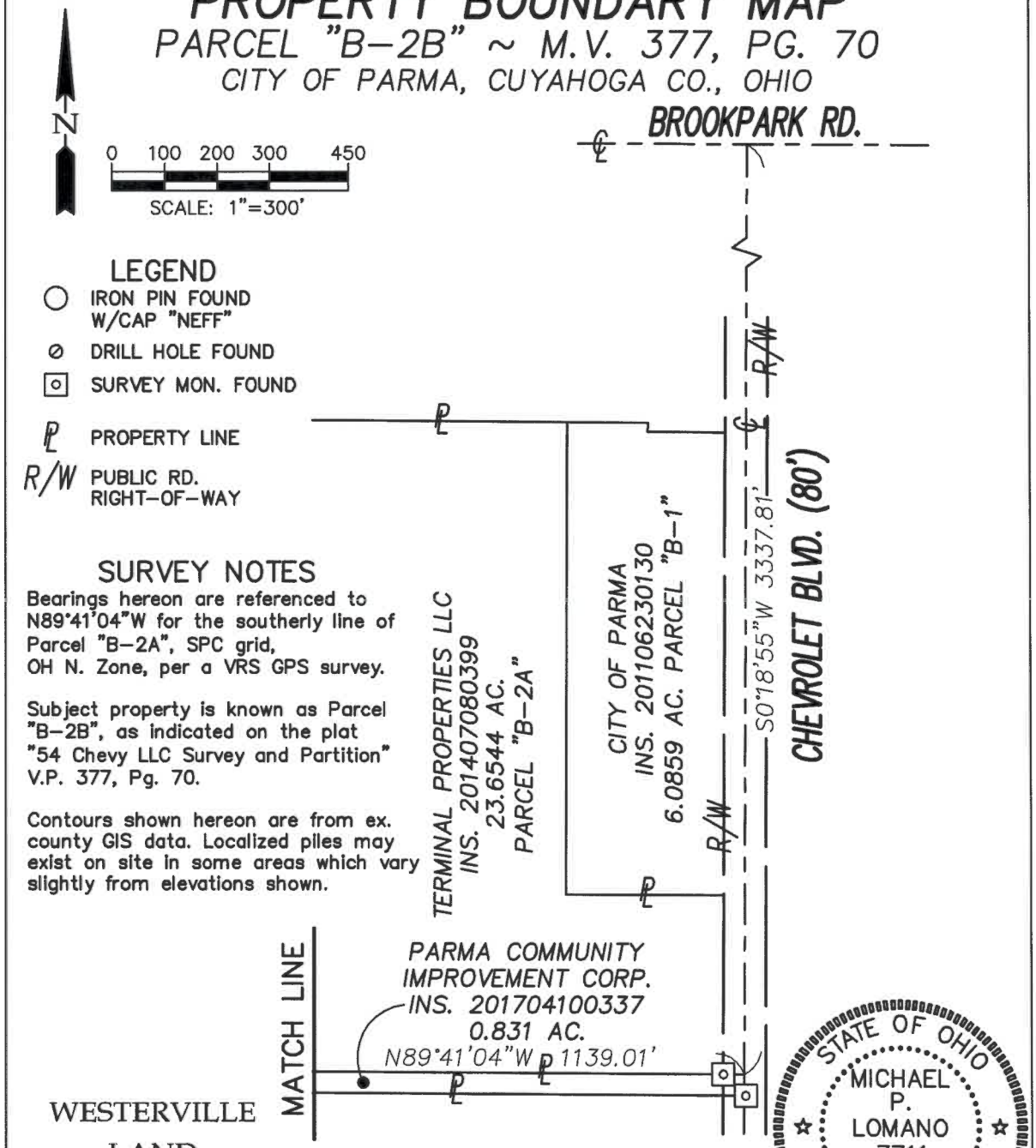
APPENDIX A

Building Survey Plat

PROPERTY BOUNDARY MAP

PARCEL "B–2B" ~ M.V. 377, PG. 70

CITY OF PARMA, CUYAHOGA CO., OHIO



LEGEND

- ○ IRON PIN FOUND W/CAP "NEFF"
- ⊘ DRILL HOLE FOUND
- ⊡ SURVEY MON. FOUND
- P PROPERTY LINE
- R/W PUBLIC RD. RIGHT–OF–WAY

SURVEY NOTES

Bearings hereon are referenced to N89°41'04"W for the southerly line of Parcel "B–2A", SPC grid, OH N. Zone, per a VRS GPS survey.

Subject property is known as Parcel "B–2B", as indicated on the plat "54 Chevy LLC Survey and Partition" V.P. 377, Pg. 70.

Contours shown hereon are from ex. county GIS data. Localized piles may exist on site in some areas which vary slightly from elevations shown.

WESTERVILLE LAND SURVEYING, LLC

90 E. COLLEGE AVE.
WESTERVILLE, OH 43081
(614) 899–2209

DRAWING NAME: 17203BS.DWG

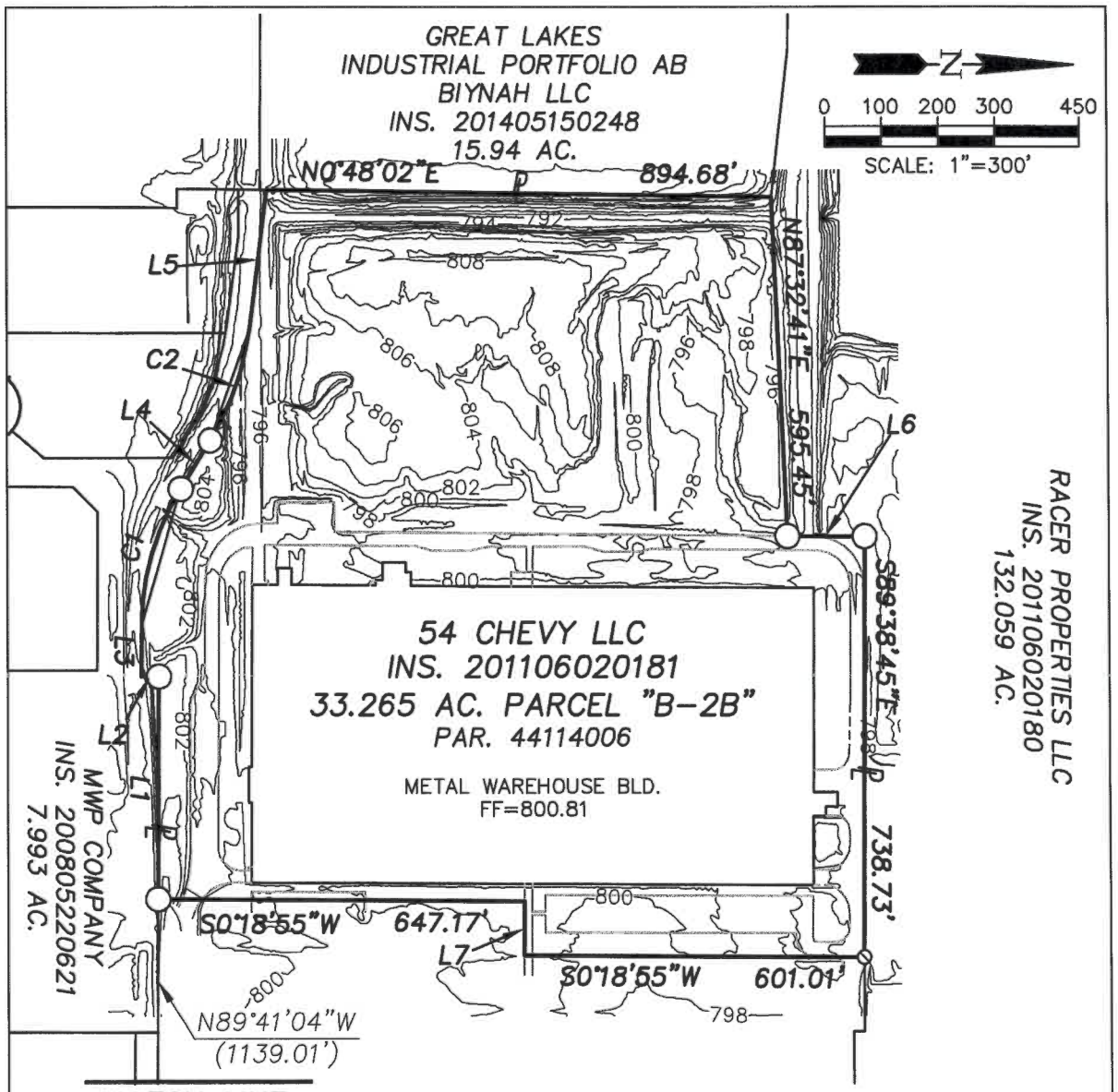
This plat is based on the results of an actual field survey performed on the property under my supervision in August, 2017.

STATE OF OHIO
MICHAEL P. LOMANO
7711
REGISTERED PROFESSIONAL SURVEYOR

BY *Michael P. Lomano*

OHIO PROFESSIONAL SURVEYOR No. 7711

SHEET 1/2



C1:
R=462.52'
L=251.62'
Δ=31°10'12"
CH=N73°58'27"W
248.53'

C2:
R=498.34'
L=210.01'
Δ=24°08'44"
CH=N70°27'43"W
208.46'

L1: N89°41'04"W 390.99'
L2: S0°18'55"W 30.00'
L3: N89°41'04"W 90.13'
L4: N58°23'21"W 100.00'
L5: N82°32'05"W 244.45'
L6: N0°15'47"E 136.95'
L7: N89°41'05"W 95.73'

DATE: 9/05/17 REVISED:
JOB No.: 17-203 F.B./PG.: 25/35
CLIENT: HALEY & ALDRICH
CLIENT P.O.: 28777-814
DRAWING NAME: 17203BS.DWG

SHEET 2/2

APPENDIX B

Well Construction Diagrams

HALEY & ALDRICH

OBSERVATION WELL INSTALLATION REPORT

Well No. MW-1
Boring No.

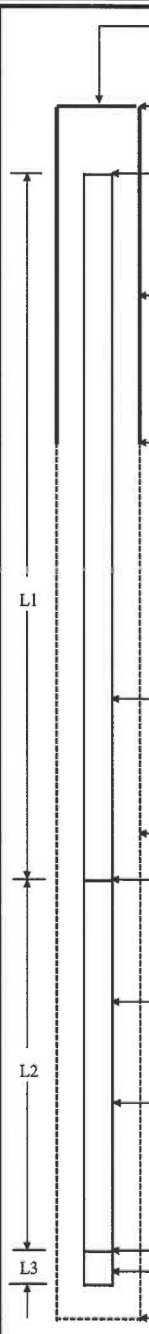
PROJECT	Former GMC Powertrain	H&A FILE NO.	28777-704
LOCATION	Parma OH		Rick Volpi
CLIENT	RACER	FIELD REP.	Lydell
CONTRACTOR	SCS	DATE INSTALLED	10/14/2011
DRILLER	Rod DeSilva	WATER LEVEL	

Ground El. _____ ft
El. Datum _____

Location _____

☐ Guard Pipe
☐ Roadway Box

SOIL/ROCK CONDITIONS	BOREHOLE BACKFILL
SEE BORING REPORT FOR DETAILS	
	Concrete
	Bentonite
	Sand



(Bottom of Exploration)
(Numbers refer to depth from ground surface in feet)

(Not to Scale)

Type of protective cover/lock: Steel

Height/Depth of top of guard pipe/roadway box above/below ground surface: 3.35 ft

Height/Depth of top of riser pipe above/below ground surface: 3.16 ft

Type of protective casing: Steel
- Length: 5.0 ft
- Inside Diameter: 4.00 in

Depth of bottom of guard pipe/roadway box: 2.38 ft

Type of Seals	Top of Seal (ft)	Thickness (ft)
Concrete	0.0	2.0
Bentonite Seal	2.0	2.0
Sand	4.0	21.0

Type of riser pipe: PVC
- Inside diameter of riser pipe: 2.0 in
- Type of backfill around riser: Sand

Diameter of borehole: 10.0 in

Depth to top of well screen: 14.7 ft

Type of screen: PVC
- Screen gauge or size of openings: 0.01 in
- Diameter of screen: 2.0 in

Type of backfill around screen: Sand

Depth of bottom of well screen: 24.6 ft

Bottom of Silt trap: 25.0 ft

Depth of bottom of borehole: 25.0 ft

17.8 ft	+	10 ft	+	0.3 ft	=	28.1 ft
Riser Pay Length (L1)		Length of screen (L2)		Length of silt trap (L3)		Pay length

COMMENTS: _____

Form 2007

HALEY & ALDRICH

OBSERVATION WELL INSTALLATION REPORT

Well No. MW-2

Boring No.

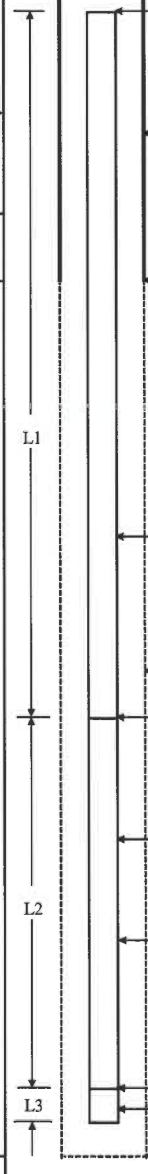
PROJECT	Former GMC Powertrain	H&A FILE NO.	28777-704
LOCATION	Parma OH		Rick Volpi
CLIENT	RACER	FIELD REP.	Lydell
CONTRACTOR	SCS	DATE INSTALLED	10/12/2011
DRILLER	Rod DeSilva	WATER LEVEL	

Ground El. _____ ft
El. Datum _____

Location _____

☐ Guard Pipe
☐ Roadway Box

SOIL/ROCK CONDITIONS	BOREHOLE BACKFILL
SEE BORING REPORT FOR DETAILS	
	Concrete
	Bentonite
	Sand



(Bottom of Exploration)
(Numbers refer to depth from ground surface in feet)

(Not to Scale)

- Type of protective cover/lock: Steel
- Height/Depth of top of guard pipe/roadway box above/below ground surface: 3.1 ft
- Height/Depth of top of riser pipe above/below ground surface: 2.9 ft
- Type of protective casing: Steel
  - Length: 5.0 ft
  - Inside Diameter: 4.000 in
- Depth of bottom of guard pipe/roadway box: 2.1 ft

Type of Seals	Top of Seal (ft)	Thickness (ft)
Concrete	0.0	2.5
Bentonite Seal	2.5	1.5
Sand	4.0	21.0

- Type of riser pipe: PVC
  - Inside diameter of riser pipe: 2.0 in
  - Type of backfill around riser: Sand
- Diameter of borehole: 10.0 in
- Depth to top of well screen: 14.6 ft
- Type of screen: PVC
  - Screen gauge or size of openings: 0.0 in
  - Diameter of screen: 2.0 in
- Type of backfill around screen: Sand
- Depth of bottom of well screen: 24.6 ft
- Bottom of Silt trap: 25.0 ft
- Depth of bottom of borehole: 25.0 ft

17.58 ft	+	10 ft	+	0.33 ft	=	27.91 ft
Riser Pay Length (L1)		Length of screen (L2)		Length of silt trap (L3)		Pay length

COMMENTS:

Form 2007

HALEY & ALDRICH

OBSERVATION WELL INSTALLATION REPORT

Well No. MW-3
Boring No.

PROJECT	Former GMC Powertrain	H&A FILE NO.	28777-704
LOCATION	Parma OH		Rick Volpi
CLIENT	RACER	FIELD REP.	Lydell
CONTRACTOR	SCS	DATE INSTALLED	10/12/2011
DRILLER	Rod DeSilva	WATER LEVEL	

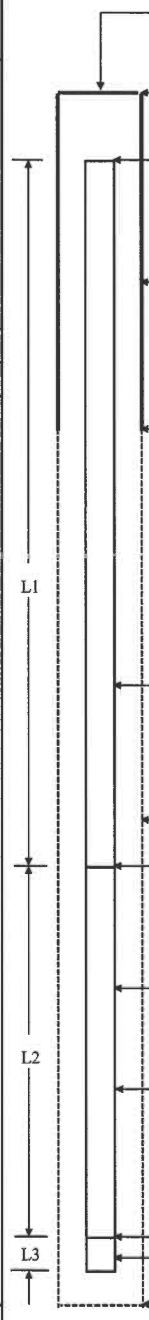
Ground El. _____ ft
El. Datum _____

Location _____

☐ Guard Pipe
☐ Roadway Box

SOIL/ROCK CONDITIONS: SEE BORING REPORT FOR DETAILS

BOREHOLE BACKFILL: Concrete; Bentonite; Sand



Type of protective cover/lock: Steel

Height/Depth of top of guard pipe/roadway box above/below ground surface: 3.1 ft

Height/Depth of top of riser pipe above/below ground surface: 2.9 ft

Type of protective casing: Steel
- Length: 5.0 ft
- Inside Diameter: 4.000 in

Depth of bottom of guard pipe/roadway box: 2.1 ft

Type of Seals	Top of Seal (ft)	Thickness (ft)
Concrete	0.0	2.5
Bentonite Seal	2.5	1.5
Sand	4.0	21.0

Type of riser pipe: PVC
- Inside diameter of riser pipe: 2.0 in
- Type of backfill around riser: Sand

Diameter of borehole: 10.0 in

Depth to top of well screen: 14.6 ft

Type of screen: PVC
- Screen gauge or size of openings: 0.01 in
- Diameter of screen: 2.0 in

Type of backfill around screen: Sand

Depth of bottom of well screen: 24.6 ft

Bottom of Silt trap: 25.0 ft

Depth of bottom of borehole: 25.0 ft

(Bottom of Exploration)
(Numbers refer to depth from ground surface in feet)

(Not to Scale)

17.58 ft	+	10	+	ft	=	27.58 ft
Riser Pay Length (L1)		Length of screen (L2)		Length of silt trap (L3)		Pay length

COMMENTS:

Form 2007

HALEY & ALDRICH

OBSERVATION WELL INSTALLATION REPORT

Well No. MW-7

Boring No.

PROJECT	Former GMC Powertrain	H&A FILE NO.	28777-801
LOCATION	Parma OH		Rick Volpi
CLIENT	RACER	FIELD REP.	Lydell
CONTRACTOR	SCS	DATE INSTALLED	4/11/2013
DRILLER	Josh	WATER LEVEL	

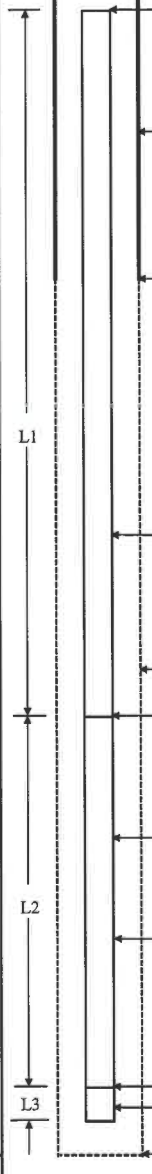
Ground El. _____ ft
El. Datum _____

Location _____

☐ Guard Pipe
☐ Roadway Box

SOIL/ROCK CONDITIONS: SEE BORING REPORT FOR DETAILS

BOREHOLE BACKFILL: Concrete; Bentonite; Sand



(Bottom of Exploration)
(Numbers refer to depth from ground surface in feet)

(Not to Scale)

- Type of protective cover/lock: Flushmount
- Height/Depth of top of guard pipe/roadway box above/below ground surface: 0.00 ft
- Height/Depth of top of riser pipe above/below ground surface: 0.30 ft
- Type of protective casing: Steel
  - Length: 1.0 ft
  - Inside Diameter: 8.00 in
- Depth of bottom of guard pipe/roadway box: 1.00 ft

Type of Seals	Top of Seal (ft)	Thickness (ft)
Concrete	0.0	1.0
Bentonite Seal	1.0	9.0
Sand	10.0	20.0

- Type of riser pipe: PVC
  - Inside diameter of riser pipe: 2.0 in
  - Type of backfill around riser: Sand
- Diameter of borehole: 10.0 in
- Depth to top of well screen: 19.9 ft
- Type of screen: PVC
  - Screen gauge or size of openings: 0.01 in
  - Diameter of screen: 2.0 in
- Type of backfill around screen: Sand
- Depth of bottom of well screen: 29.9 ft
- Bottom of Silt trap: 30.0 ft
- Depth of bottom of borehole: 30.0 ft

19.6 ft (Riser Pay Length (L1)) + 10 ft (Length of screen (L2)) + 0.3 ft (Length of silt trap (L3)) = 29.9 ft (Pay length)

COMMENTS: _____

Form 2007

HALEY & ALDRICH

OBSERVATION WELL INSTALLATION REPORT

Well No. MW-8
Boring No.

PROJECT	Former GMC Powertrain	H&A FILE NO.	28777-801
LOCATION	Parma OH		Rick Volpi
CLIENT	RACER	FIELD REP.	Lydell
CONTRACTOR	SCS	DATE INSTALLED	4/10/2013
DRILLER	Josh	WATER LEVEL	

Ground El. _____ ft
El. Datum _____

Location _____

☐ Guard Pipe
☐ Roadway Box

SOIL/ROCK CONDITIONS: SEE BORING REPORT FOR DETAILS

BOREHOLE BACKFILL: Concrete; Bentonite; Sand

(Bottom of Exploration)
(Numbers refer to depth from ground surface in feet)

(Not to Scale)

- Type of protective cover/lock: Flushmount
- Height/Depth of top of guard pipe/roadway box above/below ground surface: 0.00 ft
- Height/Depth of top of riser pipe above/below ground surface: 0.30 ft
- Type of protective casing: Steel
  - Length: 1.0 ft
  - Inside Diameter: 8.00 in
- Depth of bottom of guard pipe/roadway box: 1.00 ft

Type of Seals	Top of Seal (ft)	Thickness (ft)
Concrete	0.0	1.0
Bentonite Seal	1.0	9.0
Sand	10.0	20.0

- Type of riser pipe: PVC
  - Inside diameter of riser pipe: 2.0 in
  - Type of backfill around riser: Sand
- Diameter of borehole: 10.0 in
- Depth to top of well screen: 19.9 ft
- Type of screen: PVC
  - Screen gauge or size of openings: 0.01 in
  - Diameter of screen: 2.0 in
- Type of backfill around screen: Sand
- Depth of bottom of well screen: 29.9 ft
- Bottom of Silt trap: 30.0 ft
- Depth of bottom of borehole: 30.0 ft

19.6 ft (Riser Pay Length (L1)) + 10 ft (Length of screen (L2)) + 0.3 ft (Length of silt trap (L3)) = 29.9 ft (Pay length)

COMMENTS:

Form 2007

OBSERVATION WELL INSTALLATION REPORT

HALEY & ALDRICH

Well No. MW-9

Boring No.

PROJECT	Former GMC Powertrain	H&A FILE NO.	28777-801
LOCATION	Parma OH		Rick Volpi
CLIENT	RACER	FIELD REP.	Lydell
CONTRACTOR	SCS	DATE INSTALLED	4/10/2013
DRILLER	Josh	WATER LEVEL	

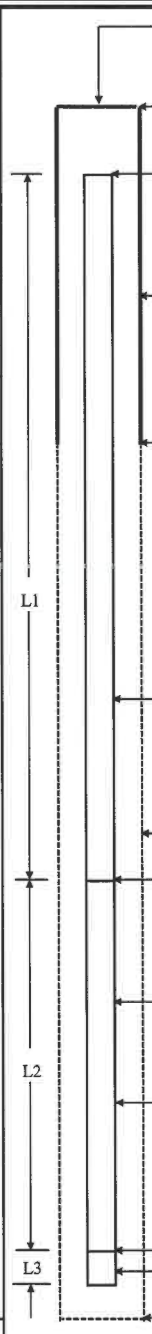
Ground El. _____ ft
El. Datum _____

Location _____

☐ Guard Pipe
☐ Roadway Box

SOIL/ROCK CONDITIONS: SEE BORING REPORT FOR DETAILS

BOREHOLE BACKFILL: Concrete; Bentonite; Sand



Type of protective cover/lock: Flushmount

Height/Depth of top of guard pipe/roadway box above/below ground surface: 0.00 ft

Height/Depth of top of riser pipe above/below ground surface: 0.30 ft

Type of protective casing: Steel
- Length: 1.0 ft
- Inside Diameter: 8.00 in

Depth of bottom of guard pipe/roadway box: 1.00 ft

Type of Seals	Top of Seal (ft)	Thickness (ft)
Concrete	0.0	1.0
Bentonite Seal	1.0	9.0
Sand	10.0	20.0

Type of riser pipe: PVC
- Inside diameter of riser pipe: 2.0 in
- Type of backfill around riser: Sand

Diameter of borehole: 10.0 in

Depth to top of well screen: 19.9 ft

Type of screen: PVC
- Screen gauge or size of openings: 0.01 in
- Diameter of screen: 2.0 in

Type of backfill around screen: Sand

Depth of bottom of well screen: 29.9 ft

Bottom of Silt trap: 30.0 ft

Depth of bottom of borehole: 30.0 ft

(Bottom of Exploration)
(Numbers refer to depth from ground surface in feet)

(Not to Scale)

19.6 ft	+	10 ft	+	0.3 ft	=	29.9 ft
Riser Pay Length (L1)		Length of screen (L2)		Length of silt trap (L3)		Pay length

COMMENTS: _____

Form 2007

HALEY & ALDRICH

OBSERVATION WELL INSTALLATION REPORT

Well No. MW-10
Boring No.

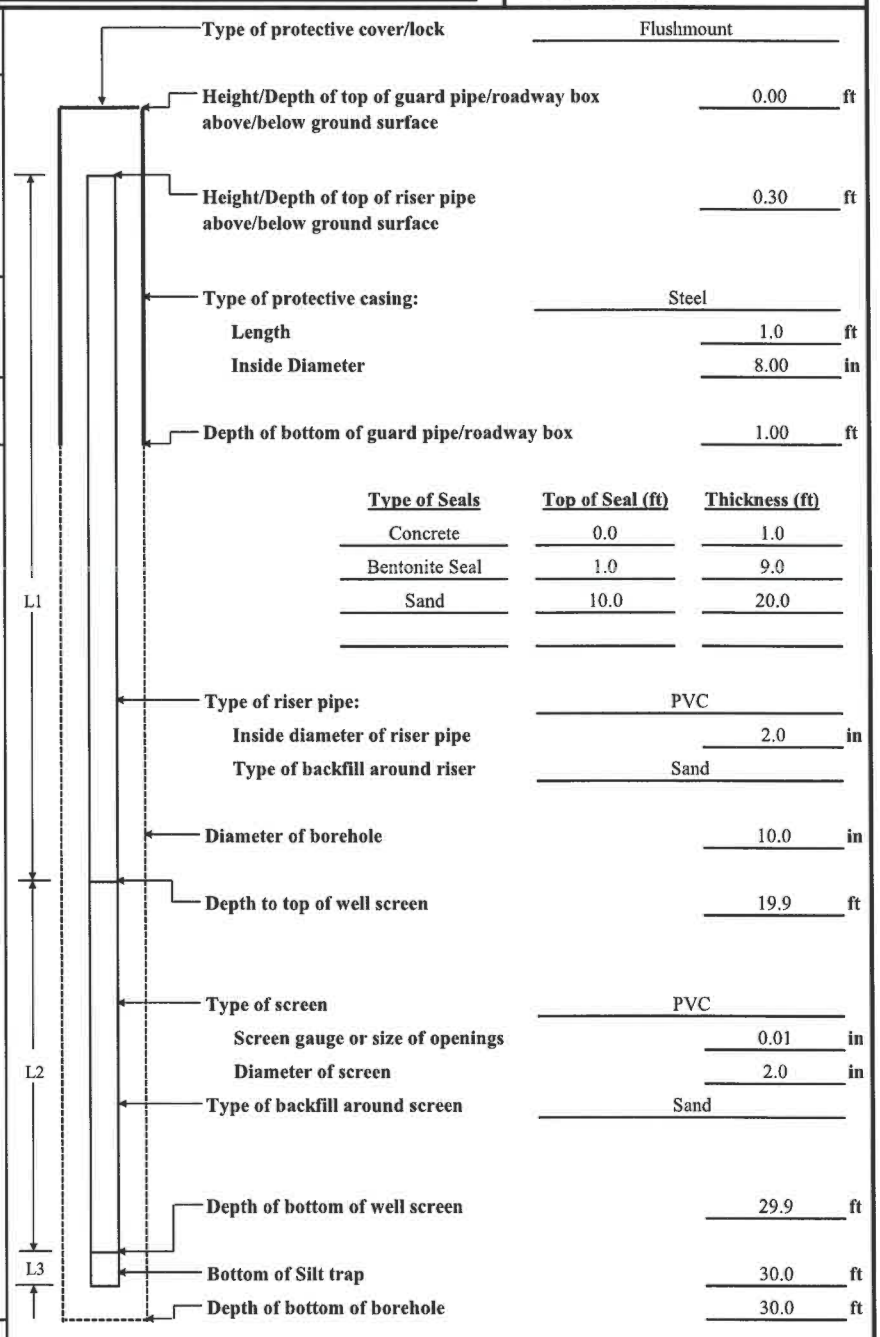
PROJECT	Former GMC Powertrain	H&A FILE NO.	28777-801
LOCATION	Parma OH		Rick Volpi
CLIENT	RACER	FIELD REP.	Lydell
CONTRACTOR	SCS	DATE INSTALLED	4/10/2013
DRILLER	Josh	WATER LEVEL	

Ground El. _____ ft
El. Datum _____

Location _____

☐ Guard Pipe
☐ Roadway Box

SOIL/ROCK CONDITIONS	BOREHOLE BACKFILL
SEE BORING REPORT FOR DETAILS	
	Concrete
	Bentonite
	Sand



Type of protective cover/lock: Flushmount

Height/Depth of top of guard pipe/roadway box above/below ground surface: 0.00 ft

Height/Depth of top of riser pipe above/below ground surface: 0.30 ft

Type of protective casing: Steel
- Length: 1.0 ft
- Inside Diameter: 8.00 in

Depth of bottom of guard pipe/roadway box: 1.00 ft

Type of Seals	Top of Seal (ft)	Thickness (ft)
Concrete	0.0	1.0
Bentonite Seal	1.0	9.0
Sand	10.0	20.0

Type of riser pipe: PVC
- Inside diameter of riser pipe: 2.0 in
- Type of backfill around riser: Sand

Diameter of borehole: 10.0 in

Depth to top of well screen: 19.9 ft

Type of screen: PVC
- Screen gauge or size of openings: 0.01 in
- Diameter of screen: 2.0 in

Type of backfill around screen: Sand

Depth of bottom of well screen: 29.9 ft

Bottom of Silt trap: 30.0 ft

Depth of bottom of borehole: 30.0 ft

19.6 ft	+	10 ft	+	0.3 ft	=	29.9 ft
Riser Pay Length (L1)		Length of screen (L2)		Length of silt trap (L3)		Pay length

COMMENTS:

Form 2007

HALEY & ALDRICH

OBSERVATION WELL INSTALLATION REPORT

Well No. MW-11
Boring No.

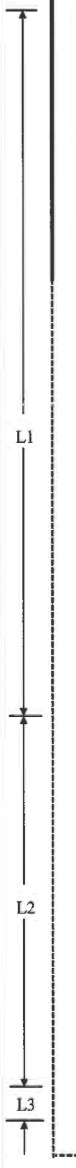
PROJECT	Former GMC Powertrain	H&A FILE NO.	28777-801
LOCATION	Parma OH		Rick Volpi
CLIENT	RACER	FIELD REP.	Lydell
CONTRACTOR	SCS	DATE INSTALLED	4/11/2013
DRILLER	Josh	WATER LEVEL	

Ground El. _____ ft
El. Datum _____

Location _____

☐ Guard Pipe
☐ Roadway Box

SOIL/ROCK CONDITIONS	BOREHOLE BACKFILL
SEE BORING REPORT FOR DETAILS	
	Concrete
	Bentonite
	Sand



(Bottom of Exploration)
(Numbers refer to depth from ground surface in feet)

(Not to Scale)

- Type of protective cover/lock: Flushmount
- Height/Depth of top of guard pipe/roadway box above/below ground surface: 0.00 ft
- Height/Depth of top of riser pipe above/below ground surface: 0.30 ft
- Type of protective casing: Steel
  - Length: 1.0 ft
  - Inside Diameter: 8.00 in
- Depth of bottom of guard pipe/roadway box: 1.00 ft

Type of Seals	Top of Seal (ft)	Thickness (ft)
Concrete	0.0	1.0
Bentonite Seal	1.0	9.0
Sand	10.0	20.0

- Type of riser pipe: PVC
  - Inside diameter of riser pipe: 2.0 in
  - Type of backfill around riser: Sand
- Diameter of borehole: 10.0 in
- Depth to top of well screen: 19.9 ft
- Type of screen: PVC
  - Screen gauge or size of openings: 0.01 in
  - Diameter of screen: 2.0 in
- Type of backfill around screen: Sand
- Depth of bottom of well screen: 29.9 ft
- Bottom of Silt trap: 30.0 ft
- Depth of bottom of borehole: 30.0 ft

19.6 ft	+	10 ft	+	0.3 ft	=	29.9 ft
Riser Pay Length (L1)		Length of screen (L2)		Length of silt trap (L3)		Pay length

COMMENTS: _____

Form 2007

APPENDIX C

O&M Engineering Control Inspection Form

Operation and Maintenance Inspection Form
Former GMPT Parma Powertrain Assembly Plant
5520 Chevrolet Blvd
Parma, Ohio

Date of Inspection: _____
Time: _____
Weather Conditions: _____
Scheduled Visit?: Yes No

Inspector Name/Title: _____

Relationship to Owner/Affiliation: _____

Please fill out questions below:

1) **Building Slab - General Condition:** during each O&M event, a site walk will be performed to determine the effectiveness of the long-term operation of the building slab. Note the general condition of the concrete, e.g. cracks or perforations, noticeable damage, patched concrete and determine if corrective actions are necessary.
Observations: _____

2) **Building Slab Settlement:** the outer extent of the concrete building slab should be inspected for areas of settlement and/or erosion to ensure the concrete slab and soil underneath is in good standing condition. Areas of concern should be noted.
Observations: _____

3) **Changed Conditions:** Discuss with the property owner/tenant whether any changes have been made to building conditions/manufacturing processes that might have affected the concrete slab; e.g. drilling into floor, installation of new equipment stabilized by connections to the concrete.
Changes: _____

4) **Photographic Documentation:** Ensure photos are taken during site visit. Compare current field conditions to the previous O&M field event, and note changes below.
Observations: _____

4) **Excavations:** During the past year, were any projects conducted on the property that involved
Yes No
If yes, did the excavation project penetrate any area subject to the building slab pavement engineering control? Yes No

If yes, please describe in detail the excavation activities, the location and depth, whether risk mitigation measures were implemented, and how the property receptors were protected during the event. Provide relevant additional information as attachments, as necessary (*i.e.* figures, reports, data).

5) **Notifications:** Other than the required submittals called for in the O&M Plan, have any notifications been submitted to the Director of the Ohio EPA regarding the VAP Property and/or its O&M obligations in the past year? Yes No

If yes, please attach a copy of the notifications to this form.

If no, please describe the current land use: _____

_____

Signature and Date

_____

Printed Name and Title

APPENDIX D

A-Z Solutions, Inc. SSDS Installation and Documentation and Monitoring Plan

SSD System Installation Documentation and Monitoring Plan

Revision 004

March 1, 2018

Project Site:
5520 Chevrolet Blvd
Cleveland, OH 44130

Client:
Haley Aldrich
6500 Rockside Rd. Suite 200
Cleveland, OH 44131

Environmental Consultant:
Haley Aldrich
6500 Rockside Rd. Suite 200
Cleveland, OH 44131

A-Z Project Number:
1703-0009-VIM

1.0 Executive Summary

The following document outlines the construction process of a sub slab depressurization system for property 5520 Chevrolet Blvd. Cleveland, Ohio. This document will outline the 30-year ongoing maintenance and monitoring plan and should be made accessible to all parties involved.

1.1 SSD System Summary

Executive Summary

SYSTEM	SSD - 1
GENERAL BUILDING LOCATION	East Central
FAN ASSEMBLY	Obar GBR 76UD
FAN ASSEMBLY LOCATION	Mounted to exterior of east wall
FAN OPERATING PRESSURE	-12"
FAN OPERATING FLOW	125 CFM
OVERHEAD CONVEYANCE PIPE TYPE	SCH40 PVC
OVERHEAD CONVEYANCE PIPE SIZE	4"
EXTRACTION POINTS	5

1.2 Project Management

Executive Summary

The SSD system described in this document was installed under the direct supervision of the following licensed professionals:

Tony McDonald
Vice President of Operations
Project Manager
Ohio Contractor: RC61
Ohio Mitigation Specialist: RS110
NRPP Mitigation Specialist: 107330

Dave Volpe
Site Manager

Ohio Contractor Number: RC61
Ohio Mitigation Specialist: RS385

1.3 Design and Installation Standard

Executive Summary

1. The SSD system described in this document was designed and installed to meet the ANSI/AARST SMG-LB 2017 standard which has guidelines for system design, motor placement and system discharge.
2. Differential pressure Benchmark - SSD system will be designed to achieve a minimum of -0.020" water column (WC) in the affected areas as best as possible relative to the indoor building pressure.
3. All piping inside a building for an SSD system shall be on the negative pressure side of the fan. This ensures any leak in the piping does not introduce VOC's directly into the building. Motors should never be installed inside a building because they tend to leak air over time.
4. All system piping shall have a minimum wall thickness of ¼" (schedule 40).
5. All soil removed from the extraction points were placed in sealed containers provided by the client. The client is responsible for supplying proper disposal of the materials.

1.4 Limitations

Executive Summary

During the pilot test, A-Z attempted to core horizontal extraction points on the exterior of the building to reduce the amount of disturbance to the building tenant. Water was observed flowing outward from beneath the building into the drilling trench when the initial 3/8" pilot hole was installed at both points. Water flow was slow but consistent for several hours. A-Z drilled an exploratory hole (monitoring point 5 on V1.00) approximately 2' in from the exterior wall near extraction point B. water was observed on the drill bit as soon as the bit broke through the bottom of the concrete.

Picture 1: Water flowing out through horizontal 3/8" pilot hole for Extraction Point B.

Standing water was also observed all around the property in low lying areas. Horizontal extraction points were eliminated as a possible mitigation strategy due to this water issue.

During the mitigation system installation, an elevated water table was again observed along this wall at extraction point XP-1.1 and at monitoring point MP-4. The water is not an issue at XP-1.1 as its main purpose is to collect moisture from the conveyance pipe before it could enter the fan. MP-4 was relocated approximately 20' from the exterior wall into dry soil to minimize the potential impact of moisture on future measurements.

2.0 SSD System Documentation

Details regarding the building materials, device locations, anchor points, PFE values, test procedures and system fan motor performance data have been gathered and organized below.

2.1 Extraction Points

SSD System Documentation

System	XP	Construction Detail	Excavation Hole Size	SSD Pipe Size	Pipe Type	Valve Type	Pressure Gage	Extraction Point Seal
1	1	V2.01-2	14"	3"	SCH40 PVC	Gate	0-20 Minihelic	Uniseal U-Stop
1	2	V2.01-1	14"	3"	Cast Iron	Gate	0-20 Minihelic	Urethane Caulk
1	3	V2.01-1	14"	3"	Cast Iron	Gate	0-20 Minihelic	Urethane Caulk
1	4	V2.01-1	14"	3"	Cast Iron	Gate	0-20 Minihelic	Urethane Caulk
1	5	V2.01-1	14"	3"	Cast Iron	Gate	0-20 Minihelic	Urethane Caulk
1	6	V2.01-1	14"	3"	Cast Iron	Gate	0-20 Minihelic	Urethane Caulk

2.2 Conveyance Piping

SSD System Documentation

SSD Section	Treatment Area	LF	Pipe Size	Pipe Type	Vertical Substrate	Vertical Fastener	Horizontal Substrate	Horizontal Fastener
1	1	350	4"	SCH40 PVC	Steel I Beam Column	Uni-Strut Clamps	Metal Truss	Clevis Hanger W/ Beam Clamp

2.3 Fan Assembly Performance Chart

SSD System Documentation

System	Model	Location	Construction Detail	Manufacturer	Operating Pressure	Flow	Watts	Volts	Amps
1	GBR 76UD	Exterior Wall	V2.01-2	Obar Systems	-12"	125	1200	120	20

2.4 Monitoring System

SSD System Documentation

System Alarm	Wire Type	Pressure Switch Location	Alarm Type
Mark 3	Low Volt	Above EP 1.1	Visual and Audible – Local Only

2.5 Pressure Field Extension Verification

SSD System Documentation

Pressure field Extension (PFE) sampling shall be completed for any of the following reasons:

1. A fan assembly is serviced or replaced. All original monitoring points near the affected fan assembly shall be sampled.
2. A screening event indicates the SSD system is not preventing vapor intrusion into the building.
3. As part of an annual inspection process.

Conducting the PFE verification:

There are permanent monitoring points installed in the building. Temporary test points shall be installed for each PFE verification event where a permanent pin is not present or accessible. All holes in the concrete shall be sealed with mortar or non-shrink grout after each event.

PFE Verification Procedure:

1. Locate pressure monitoring points located on Pilot Test Layout drawing (V1-01)
2. If no permanent pin is present, drill a 5/8 Hole in corresponding location.
3. Insert Vapor Pin or remove cap of permanent pin.

4. Insert 5/16" tubing over barb fitting of vapor pin.
5. Attach other end of tubing to digital micro manometer capable of reading third decimal accuracy.
6. Document all readings.
7. All measurements shall be no less than -0.004"
8. Remove vapor pin or replace cap of permanent pin.
9. Seal hole in concrete with mortar or non-shrink grout if necessary.
10. Repeat at every pressure point location that is influenced by the fan assembly that was serviced or replaced

2.6 Initial Pressure Field Extension Verification Values

SSD System Documentation

Date Recorded	Technician	Temperature (Exterior)
8/13/18	Tony McDonald	80 °F

Monitoring Point	*Value (Inches of Water)*
MP-1	-0.234"
MP-2	-0.074"
MP-3	-0.053"
MP-4	-0.305"

3.0 System Operation

SSD systems typically require little attention or maintenance. Maintenance will need to be performed if the monitoring system detects pressure loss in the main conveyance pipe of an individual system. Quarterly and yearly inspections should be made routine to assure the system continues to operate effectively. (See section 5.0 for additional details regarding inspections)

3.1 Extraction Point Valve Adjustment

SSD System Operation

Each extraction point is equipped with a Gate Valve. These valves can be adjusted based on system demands and design. It is important to keep the valves at the original settings unless otherwise instructed by a mitigation specialist.

Extraction Point (EP)	Valve Setting
1.1	Fully Open
1.2	Fully Open
1.3	Fully Open
1.4	Fully Open
1.5	Fully Open

3.2 Electrical Service Disconnects

SSD System Operation

An electrical service disconnect switch is provided at or near the fan motor unit. Installation standard requires a lockable disconnect to be no further than 4' from the fan assembly.

3.3 Monitoring System

SSD System Operation

A pressure sensing alarm system was installed above extraction point 1.1. The alarm will sound if pressure is lost to the system. If an alarm incident occurs A-Z Solutions should be contacted to diagnose the issue and make necessary repairs. Additionally, the attached "SSD System Service Event Log" shall be filled out and filed for each occurrence.

3.4 Pressure Field Verification

SSD System Operation

Permanent Cox-Colvin vapor pins were installed into the concrete slab. See attached sheet V1.01 for locations. These monitoring points shall be utilized to document PFE under the slab.

3.5 System Operating Budget

SSD System Operation

The yearly expenses associated with the sub slab depressurization system have been estimated in the attached "30 Year Operation Maintenance and Monitoring Cost Budget Worksheet".

4.0 Warranties

There are two different warranties associated with the system.

- Installation Warranty
- Fan Assembly Warranty

4.1 Installation Warranty

SSD System Warranty

A-Z Solutions, Inc. warrants the mitigation system(s) to be free of defects in material and workmanship for a period of one (1) year. Within that 1-year time, A-Z Solutions, Inc. will repair or replace, without charge, any item proved to be defective. This warranty does not extend to damage cause by the building occupant, whether intentional or unintentional.

Material and Workmanship warranty expires on 6/27/18.

4.2 Fan Assembly Warranty

SSD System Warranty

Each fan is backed by the manufacturer's limited warranty included in this OMM manual. If a fan motor malfunctions within the warranty period, a replacement fan will be provided with no additional material costs. This warranty does not extend to damage caused by the building occupant, whether intentional or unintentional.

Fan assembly warranty expires on 6/27/18.

5.0 SSD System Inspections

Although malfunctions are rare, it is important to routinely inspect the SSD system for malfunctioning components. Both quarterly and annual inspections are necessary. It is recommended that a soil gas remediation specialist conduct all inspections. For more information regarding this service contact A-Z Solutions directly. (330-915-2650)

5.1 Quarterly Inspections

SSD System Inspections

A "Quarterly Monitoring System Maintenance Checklist" is provided for use during the annual system inspections.

5.2 Yearly Inspections

SSD System Inspections

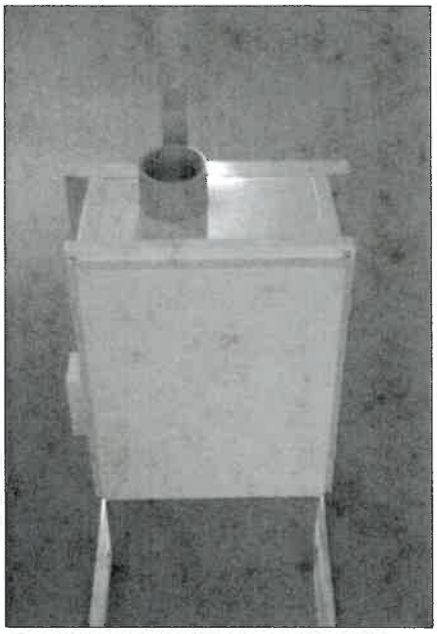
An "Annual SSD System Maintenance Checklist" is provided for use during the annual system inspections.

6.0 Attachments

- Project Management Licenses/Certs
  - Project Manager – Tony McDonald
  - Site Manager – Dave Volpe
- Fan Assembly Cut Sheets
  - Obar 76UD
- Documentation Forms
  - Quarterly Monitoring System Maintenance Log
  - Annual SSD System Maintenance Checklist
  - 30 Year Operation Maintenance and Monitoring Cost Budget
  - SSD System Service Event Log
- As Built Drawings
  - V1-00 – Pilot Test Layout
  - V1-01 – SSD System As-Built
  - V2-01 – Detail Sheets (Extraction Point, Fan Assembly)
  - V2-02 – Detail Sheets (Vapor Pin Monitoring Point, Core Replacement)

THE OBAR GBR76
COMPACT RADIAL BLOWER

Based on 25 years of experience and 2 years of research and development, the patent pending GBR series of compact radial blowers provide the perfect combination of performance and design.



GBR76 WITH ROOF MOUNT

PERFORMANCE

- GBR76 SOE 16" WC @ 0 Max flow 155 CFM.
- GBR76 UD 40" WC @ 0 Max flow 195 CFM.
- Built in speed control to customize performance.
- Condensate bypass built in.
- 12 month warranty 40,000 hr sealed bearings.

DESIGN

- Our modular design means the blower and manifold assembly can be removed and replaced as a unit. This makes repairs cost effective and easy and allows contractors to upgrade systems simply by swapping assemblies.
- The GBR series is based on a bypass blower designed to handle combustible materials.
- The housing is not required to be air tight so you can add gauges and alarms without compromising the system.
- Built in condensate bypass.
- Built in speed control.
- Quick disconnect electrical harness.
- All UL listed components including UL listed enclosure for outside use.
- Wall fastening lugs included.
- GBR series roof and wall mounts available to quickly configure the blowers for your installation while providing a custom built look.
- Compact design 16"x 14"x 8" weighing only 18 lbs.
- 3" schedule 40 inlet and exhaust.
- Universal Drive accepts voltage from 120-240V without alteration

GBR76 SOE	0"	2"	4"	6"	8"	10"	12"	16"	Wattage
SOE 16	150	140	129	118	105	90	75	35	150-320
SOE 12	125	115	100	83	62	39	0		110-200
SOE 8	105	90	70	42	0				60-120
SOE 4	75	50	0						37-50

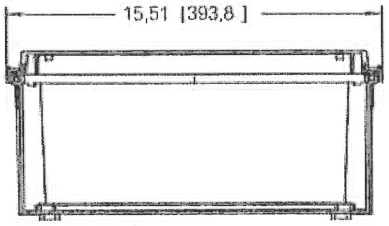
GBR SOE performance using built in potentiometer set at sealed vacuums of 16, 12, 8, and 4" WC

GBR76 UD	0"	10"	20"	30"	37"	Wattage
110V	195	158	118	63	20	700-870
220V	197	162	130	89	50	800-1100

Blower Specifications

Notes:

- **Input Voltage Range:** 108-132 Volts AC RMS, 50/60 Hz, single phase.
- **Input Current:** 8 amps AC RMS
- **Operating Temperature (Ambient Air and Working Air):** 0°C to 50°C
- **Storage Temperature:** -40°C to 85°C
- **Dielectric Testing:** 1500 Volts AC RMS 60 Hz applied for one second between input pins and ground, 3mA leakage maximum.
- **Speed Control Methods:** PWM (Pulse Width Modulation) (1 kHz to 10 kHz)
  0 to 10 VDC speed control
  Mechanical: A potentiometer is available for speed control of the blower. The potentiometer can be preset for a specific speed. Access for speed adjustment located in motor housing.
- **Approximate Weight:** 4.8 Lbs. / 2.2 Kg
- **Regulatory Agency Certification:** Underwriters Laboratories Inc. UL507 Recognized under File E94403 and compliant under the CE Low Voltage Directive 2006/95/EC
- **Design Features:** Designed to provide variable airflow for low NOx & CO emission in high efficiency gas fired combustion systems. Built with non-sparking materials. Blower housing assembly constructed of die cast aluminum. Impeller constructed from hardened aluminum. Rubber isolation mounts built into blower construction to dampen vibration within the motor. Two piece blower housing assembly sealed with O-ring gasket for combustion applications. Customer is responsible to check for any leakage once the blower is installed into the final application.
- **Miscellaneous:** Blower inlet, discharge, and all motor cooling inlet and discharge vents must not be obstructed. Motor ventilation air to be free of oils and other foreign particles. (i.e. breathing quality air). Blower is to be mounted so ventilation air cannot be re-circulated.
  POWER CONNECTION: Blower connector, AMP Universal MATE-N-LOK, part no. 1-350943-0
  SPEED CONNECTION: Blower connector, Molex Mini-Fit Jr., part no. 39-30-3056
  Mating harnesses available upon request



Screw cover

Enclosure Specifications

Rating:

Ingress Protection (EN 60529): 66/67

Electrical insulation: Totally insulated

Halogen free (DIN/VDE 0472, Part 815): yes

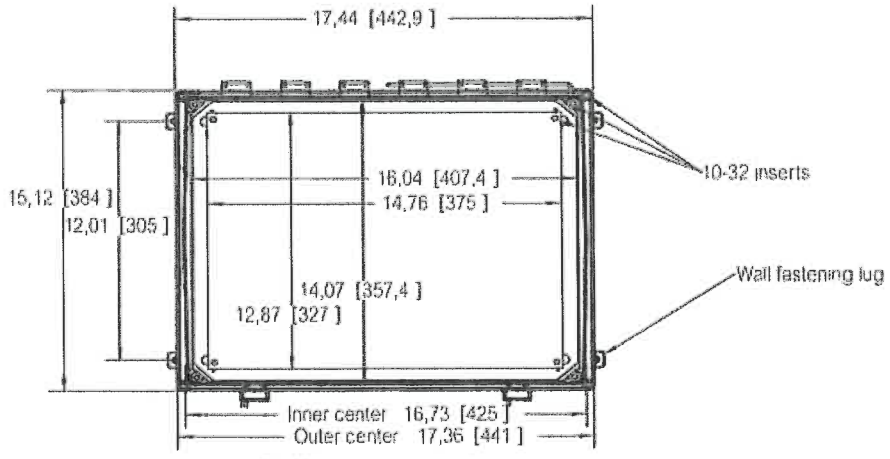
UV resistance: UL 508

Flammability Rating (UL 746 C 5): complies with UL 508

Glow Wire Test (IEC 695-2-1) °C: 960

NEMA Class: UL Type 4, 4X, 6, 6P, 12 and 13

Certificates: Underwriters Laboratories



Top View - cover removed

SOLUTIONS, INC.
VAPOR REMOVAL SPECIALISTS

SSD System Quarterly Monitoring System Maintenance Log

Address	**5520 Chevrolet Blvd. Cleveland, OH 44130** **Project # 1703-0009**
Inspected By:	

Inspection Date:	WAS SYSTEM WORKING BEFORE TEST?		FAILURE SHOWN WHEN TUBING REMOVED FROM PIPING AND PRESSURE SENSOR?		WAS FAILURE CLEARED ON DISPLAY WHEN TUBING REINSTALLED?		FURTHER MAINTENANCE REQUIRED?	
Date	Yes	No	Yes	No	Yes	No	Yes	No
6.27.18	X	☐	X	☐	X	☐	☐	X
	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐
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	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐

SSD Annual Checklist

Address	**5520 Chevrolet Blvd. Cleveland, OH 44130**		
Inspected By		**Install Date**	**6.27.18**

Date Inspected	Check Cold Joint And Other Slab Cracks/Joints For Leaks	Check Ext Pt Urethane Seal For Leaks	Check Conveyance Piping For Leaks	Check System Pressure Gauge Reading	Check Electrical Systems For Malfunctions
6/27/18	X	X	X	X	X
	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐
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	☐	☐	☐	☐	☐

System inspection should only be conducted by a licensed professional

For Service or Questions Call A-Z Solutions, Inc: **330.915.2650**

SSD System 30 Year Operation and Maintenance Budget

Project Name	Project Address	
1703-0009-VIM_Chevrolet Blvd-5520_OH	5520 Chevrolet Blvd, Parma OH 44130	
A-Z Project Number	**Project Manager**	**Date**
1703-0009-VIM	Tony McDonald	8/17/2018

Issued For	Total Blowers	Inflation Rate	Electical Cost per kWh
OMM Plan	1	1%	$ 0.12

Blower Information

Item	Unit	Blower 1	Blower 2	Blower 3
Blower Model	Per Fan	GBR 76UD	None	None
Blower Make	Per Fan	Obar Systems		
Number of Blowers	Per Fan	1		
Blower Replacement Interval	Years	5		
Wattage	Watts	1200		
Initial Replacement Cost per Blower	Dollars	$ 3,576.00		

Maintenance Requirements

		Scheduled Maintenance	Incidental Maintenance
Maintenance Interval	Years		5
Cost per Instance	Dollars	$ -	$ 375.00

Year	Electrical Consumption	Obar Systems GBR 76UD Replacement	Blower Type 2 Replacement	Blower Type 3 Replacement	Scheduled Maintenance	Incidental Maintenance	Total
1	$ 1,261.44	-	-	-	-	-	$ 1,261.44
2	$ 1,274.05	-	-	-	-	-	$ 1,274.05
3	$ 1,286.79	-	-	-	-	-	$ 1,286.79
4	$ 1,299.66	-	-	-	-	-	$ 1,299.66
5	$ 1,312.66	$ 3,721.20	-	-	-	$ 390.23	$ 5,424.09
6	$ 1,325.79	-	-	-	-	-	$ 1,325.79
7	$ 1,339.04	-	-	-	-	-	$ 1,339.04
8	$ 1,352.43	-	-	-	-	-	$ 1,352.43
9	$ 1,365.96	-	-	-	-	-	$ 1,365.96
10	$ 1,379.62	$ 3,911.02	-	-	-	$ 410.13	$ 5,700.77
11	$ 1,393.41	-	-	-	-	-	$ 1,393.41
12	$ 1,407.35	-	-	-	-	-	$ 1,407.35
13	$ 1,421.42	-	-	-	-	-	$ 1,421.42
14	$ 1,435.64	-	-	-	-	-	$ 1,435.64
15	$ 1,449.99	$ 4,110.52	-	-	-	$ 431.05	$ 5,991.57
16	$ 1,464.49	-	-	-	-	-	$ 1,464.49
17	$ 1,479.14	-	-	-	-	-	$ 1,479.14
18	$ 1,493.93	-	-	-	-	-	$ 1,493.93
19	$ 1,508.87	-	-	-	-	-	$ 1,508.87
20	$ 1,523.96	$ 4,320.20	-	-	-	$ 453.04	$ 6,297.20
21	$ 1,539.20	-	-	-	-	-	$ 1,539.20
22	$ 1,554.59	-	-	-	-	-	$ 1,554.59
23	$ 1,570.13	-	-	-	-	-	$ 1,570.13
24	$ 1,585.84	-	-	-	-	-	$ 1,585.84
25	$ 1,601.69	$ 4,540.57	-	-	-	$ 476.15	$ 6,618.42
26	$ 1,617.71	-	-	-	-	-	$ 1,617.71
27	$ 1,633.89	-	-	-	-	-	$ 1,633.89
28	$ 1,650.23	-	-	-	-	-	$ 1,650.23
29	$ 1,666.73	-	-	-	-	-	$ 1,666.73
30	$ 1,683.40	$ 4,772.19	-	-	-	$ 500.44	$ 6,956.02
						Total	**$ 71,915.79**

SSD SYSTEM SERVICE EVENT LOG

Property: 5520 Chevrolet Blvd. Cleveland, Ohio 44130	Service Event #:

Use this form to document each service event for the SSD system. Make as many copies as you need. Keep a copy of every log sheet in binder next to the monitoring system in case the service technician needs to reference the service history for the system.

SECTION 1: INITIAL EVENT DOCUMENTATION

Affected System(s):

Event Type: ☐ Alarm Sounded ☐ Physical Damage Observed ☐ Gage Reading 0" ☐ Other: _____

Event Details:

SECTION 2: EVENT NOTIFICATION

Management Notification	Service Request Submitted to A-Z Solutions: 330.915.2650	Service Appointment
Date: Time:	Date: Time:	Date: Time:
Manager Name:	Spoke with:	Technician Name:

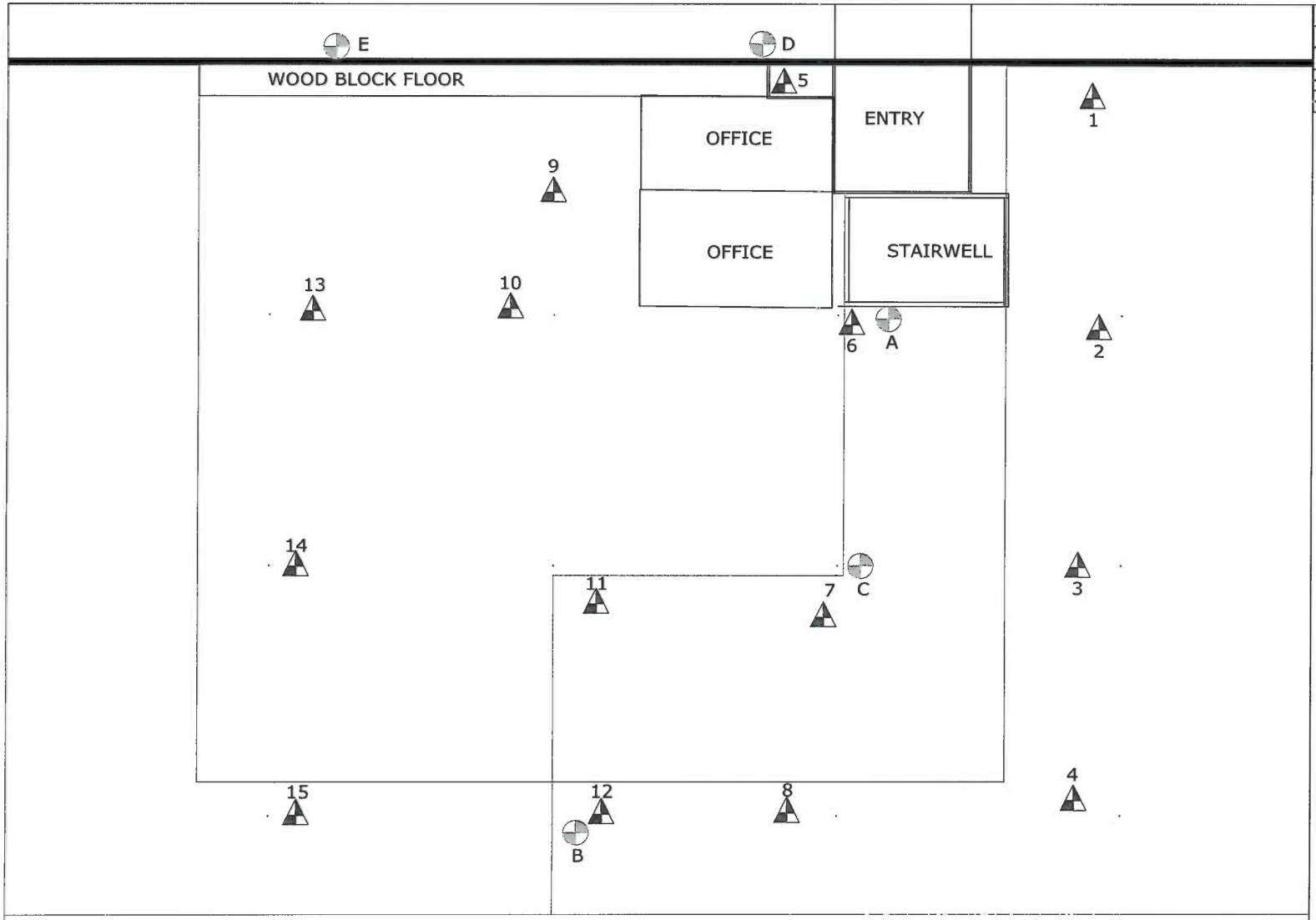
SECTION 3: SERVICE APPOINTMENT RECORD

Repair Work Conducted by Service Technician:

SECTION 4: PFE VERIFICATION – FILL OUT ONLY IF FAN ASSEMBLY SERVICED OR REPLACED

Test Point:										
Previous Pressure Reading:										
Current Pressure Reading:										
Additional Action Required:										

*** PLEASE CALL A-Z SOLUTIONS, INC FOR SERVICE IF AN ALARM HAS TRIGGERED AT 330.915.2650 ***



SHEET NOTES	
	EXTRACTION POINT
	MONITORING POINT
	TREATMENT AREA
	DEMISING FENCE

AZ SOLUTIONS, INC.
VAPOR REMOVAL SPECIALISTS

EVENT:	DATE:
PILOT TEST	3.1.17
As Built	7.26.18

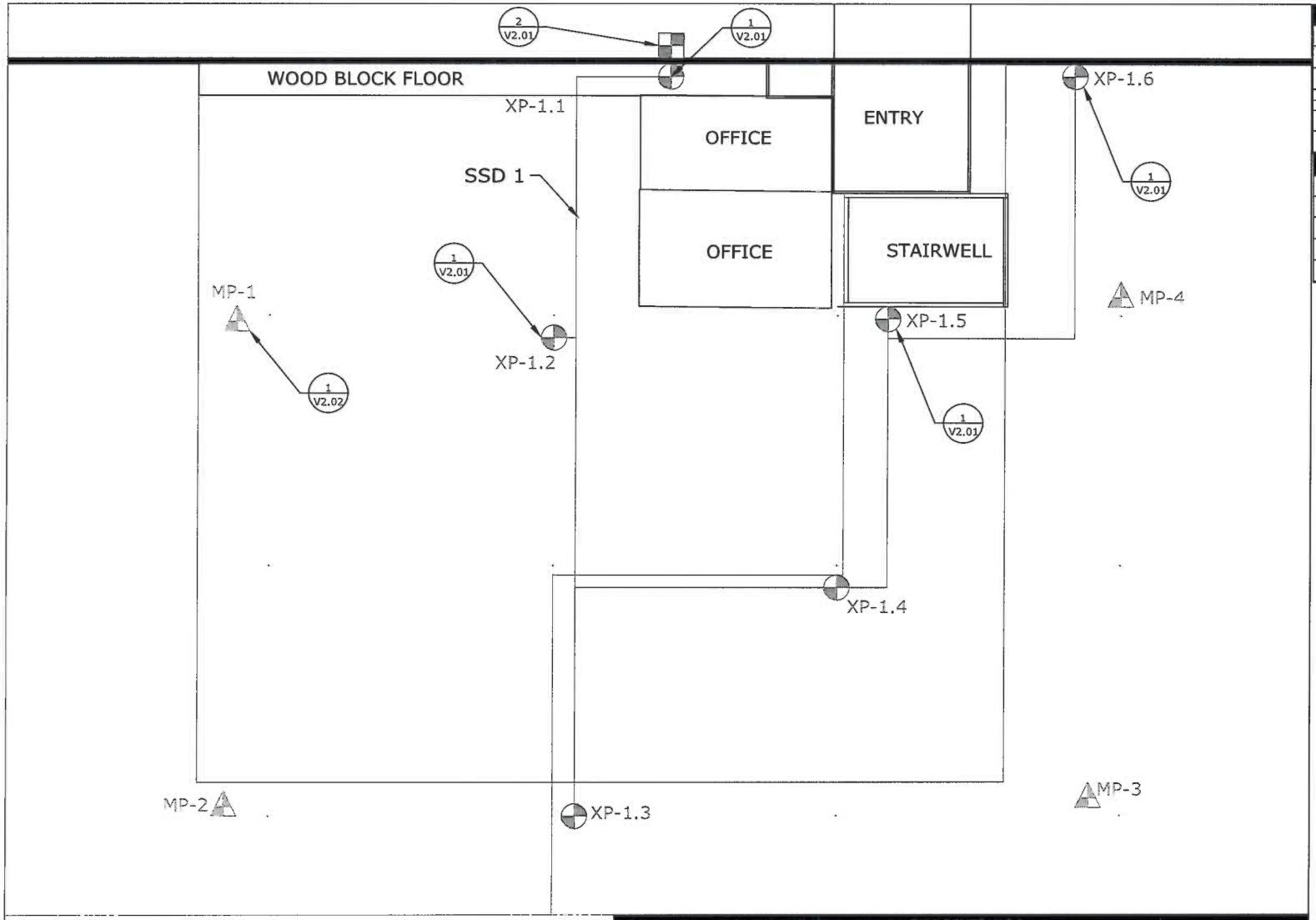
PROJECT:
FORMER GM FACILITY
CHEVROLET BLVD
PARMA, OH 44130

DRAWN BY: TONY MCDONALD
DATE: 8/27/14
FILENAME: 082714-4
Ohio License Number: RC61

DRAWING:
V1.00

1
V1.00

PARTIAL BUILDING
PILOT TEST LAYOUT
SCALE:1/16" = 1'



SHEET NOTES	
	TREATMENT AREA
	DEMISING FENCE
	EXTRACTION POINT
	OVERHEAD PIPE
	FAN ASSEMBLY
	MONITORING POINT

FAN SCHEDULE	
OBAR	MAKE
GBR76UD	MODEL
4.5	AMPS
40"	MAX PRESSURE
195	MAX CFM

PIPE SCHEDULE							
	EXTRACTION POINTS/BRANCH PIPE			MAIN CONVEYANCE PIPE		EXHAUST PIPE	
SYSTEM	QUANTITY	PIPE SIZE	LENGTH - FT	PIPE SIZE	LENGTH - FT	PIPE SIZE	LENGTH - FT
1	5	3"	80	4"	335	2"	25

1 / V1.01 PARTIAL BUILDING
SSD SYSTEM LAYOUT
SCALE: 1/16" = 1'

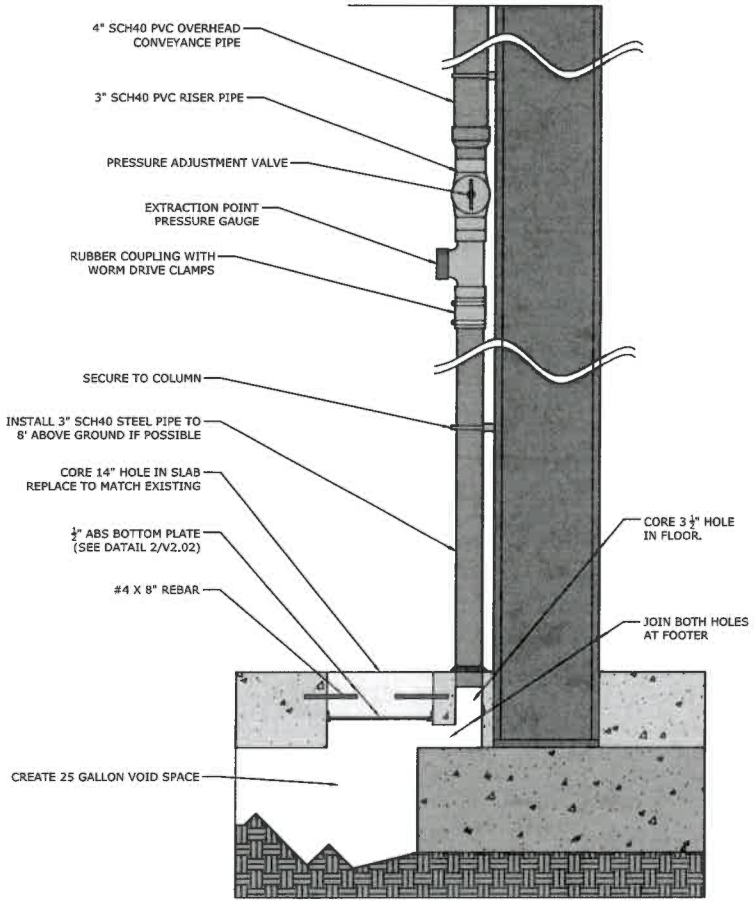
NZ SOLUTIONS, INC.
VAPOR REMOVAL SPECIALISTS

EVENT:	DATE:
PILOT TEST	3.1.17
As Built	7.26.18

PROJECT:
FORMER GM FACILITY
CHEVROLET BLVD
PARMA, OH 44130

DRAWN BY: TONY MCDONALD
DATE: 8/27/14
FILENAME: 082714-4
Ohio License Number: RC61

DRAWING:
V1.01

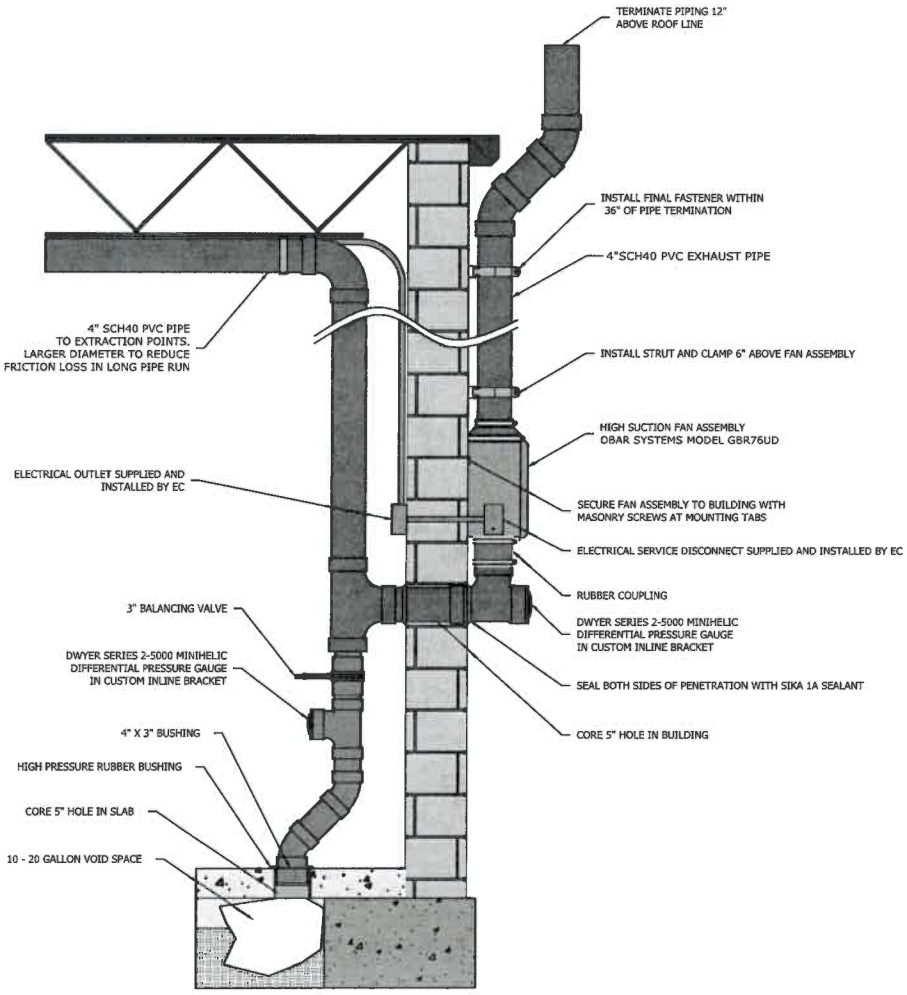


1 V2.01

TYPICAL DETAIL

EXTRACTION POINT AT COLUMN

SCALE: 3/4" = 1'



2 V2.01

TYPICAL DETAIL

FAN ASSEMBLY AND CONDENSATE DRAIN

SCALE: 3/4" = 1'

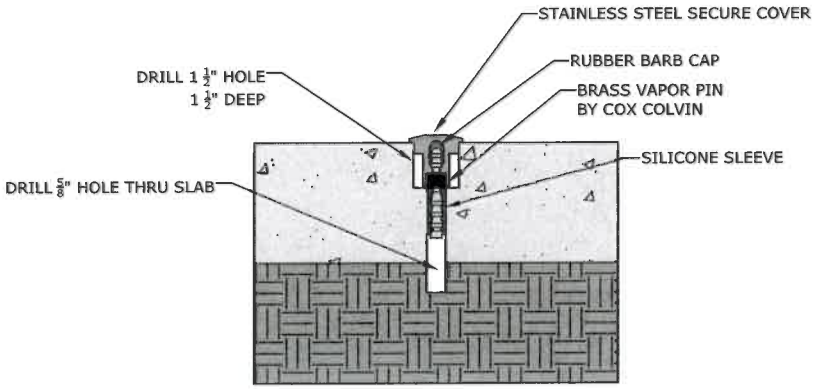
NZ SOLUTIONS, INC.
VAPOR REMOVAL SPECIALISTS

EVENT: DATE:
PILOT TEST 3.1.17

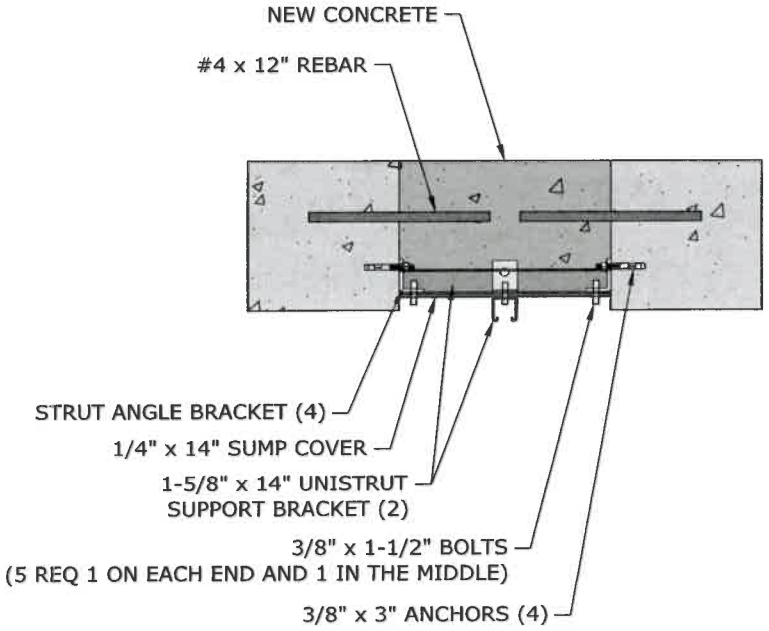
PROJECT:
FORMER GM FACILITY
CHEVROLET BLVD
PARMA, OH 44130

DRAWN BY: TONY MCDONALD
DATE: 8/27/14
FILENAME: 082714-4
Ohio License Number: RC61

DRAWING:
V2.01



1 / V2.02 TYPICAL DETAIL
MONITORING POINT
SCALE:1" = 1'



2 / V2.02 TYPICAL DETAIL
14" CORE REPLACEMENT DETAIL
SCALE: 1-1/2" = 1'

NZ SOLUTIONS, INC.
VAPOR REMOVAL SPECIALISTS

EVENT: PILOT TEST
DATE: 3.1.17

PROJECT:
FORMER GM FACILITY
CHEVROLET BLVD
PARMA, OH 44130

DRAWN BY: TONY MCDONALD
DATE: 8/27/14
FILENAME: 082714-4
Ohio License Number: RC61

DRAWING:
V2.02

APPENDIX E

O&M Inspection Form

Operation and Maintenance Inspection Form
Former GMPT Parma Powertrain Assembly Plant
5520 Chevrolet Blvd
Parma, Ohio

Date of Inspection: _____

Inspector Name/Title: _____

Relationship to Owner/Affiliation: _____

Time: _____ Scheduled/Unscheduled (circle one)

Weather Conditions: _____

1) Sub-Slab Depressurization System (SSDS)
Observations:

_____

_____

During each O&M event, various checks and measurements (System Checks) will be used to determine the effectiveness of the long-term operation of the SSDS. The following will be checked during each O&M visit to determine if maintenance of or modifications to the overall system are necessary.

i) **Vacuum**: pressure readings will be collected from each monitoring point and noted below. Pressure readings should be greater than -0.004 inches of water. If not, then the gate valve will need to be adjusted.

MP-1 _____
MP-2 _____
MP-3 _____
MP-4 _____

ii) **Suction blower**: visual inspection of the blower to ensure operation and verify system labels are still in place. Consult with building owner or tenant to determine if any noise or vibrations have been an issue since the last visit.
Observations: _____

_____

iii) **Riser Pipes:** visual inspection of the piping to ensure there has been no damage to the piping since the previous visit.
Observations: _____

_____

iv) **Sealing:** visual inspection of any sealing that was performed as part of the initial installation, including all seals at the base of the riser pipes and any crack sealing in the concrete. Consultation with the building owner/tenant to determine if there have been any "whistling" sounds that indicate vacuum or air leaks.
Observations: _____

_____

v) **Exhaust Pipe:** Visual inspection of the system exhaust pipe to ensure the varmint guard is not plugged or damaged, and that the system labeling is intact. While examining the exhaust pipe, the wall penetration and flashing will be inspected to ensure continued leak protection into the building.
Observations: _____

_____

vi) **System Monitoring Equipment:** the tubes connected to the system monitoring devices should be checked each visit to ensure there has been no damage to them and are not obstructed in any way.
Observations: _____

_____

vii) **Changed Conditions:** Discuss with the property owner/tenant whether any changes have been made to the property that might alter or reduce the effective operations of the SSDS.
Observations: _____

_____

2) Since the previous inspection, have the gate valves required adjustment to maintain the vacuum field beneath the building slab?
Yes No
If yes, please describe: _____

_____

_____
Signature and Date

_____
Printed Name and Title

APPENDIX F

SSDS Quarterly System Maintenance Log and SSDS Service Event Log

SOLUTIONS, INC.
VAPOR REMOVAL SPECIALISTS

SSD System Quarterly Monitoring System Maintenance Log

Address	**5520 Chevrolet Blvd. Cleveland, OH 44130** **Project # 1703-0009**
Inspected By:	

Inspection Date:	WAS SYSTEM WORKING BEFORE TEST?		FAILURE SHOWN WHEN TUBING REMOVED FROM PIPING AND PRESSURE SENSOR?		WAS FAILURE CLEARED ON DISPLAY WHEN TUBING REINSTALLED?		FURTHER MAINTENANCE REQUIRED?	
Date	Yes	No	Yes	No	Yes	No	Yes	No
6.27.18	X	☐	X	☐	X	☐	☐	X
	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐

SSD SYSTEM SERVICE EVENT LOG

Property: 5520 Chevrolet Boulevard	Service Event #:	

Use this form to document each service event for the SSD system. Make as many copies as you need. Keep a copy of every log sheet in binder next to the monitoring system in case the service technician needs to reference the service history for the system.

SECTION 1: INITIAL EVENT DOCUMENTATION

Affected System(s):

Event Type: ☐ Alarm Sounded ☐ Physical Damage Observed ☐ Gage Reading 0" ☐ Other: _____

Event Details:

SECTION 2: EVENT NOTIFICATION

Management Notification		Service Request Submitted to A-Z Solutions: 330.915.2650		Service Appointment	
Date:	Time:	Date:	Time:	Date:	Time:
Manager Name:		Spoke with:		Technician Name:	

SECTION 3: SERVICE APPOINTMENT RECORD

Repair Work Conducted by Service Technician:

SECTION 4: PFE VERIFICATION – FILL OUT ONLY IF FAN ASSEMBLY SERVICED OR REPLACED

Test Point:										
Previous Pressure Reading:										
Current Pressure Reading:										
Additional Action Required:										

*** PLEASE CALL A-Z SOLUTIONS, INC FOR SERVICE IF AN ALARM HAS TRIGGERED AT 330.915.2650 ***

Exhibit 6
Risk Mitigation Plan

HALEY ALDRICH

www.haleyaldrich.com

RISK MITIGATION PLAN - REVISED
FORMER GMPT PARMA POWERTRAIN ASSEMBLY PLANT
54 CHEVY LLC
5520 CHEVROLET BLVD
PARMA, OHIO

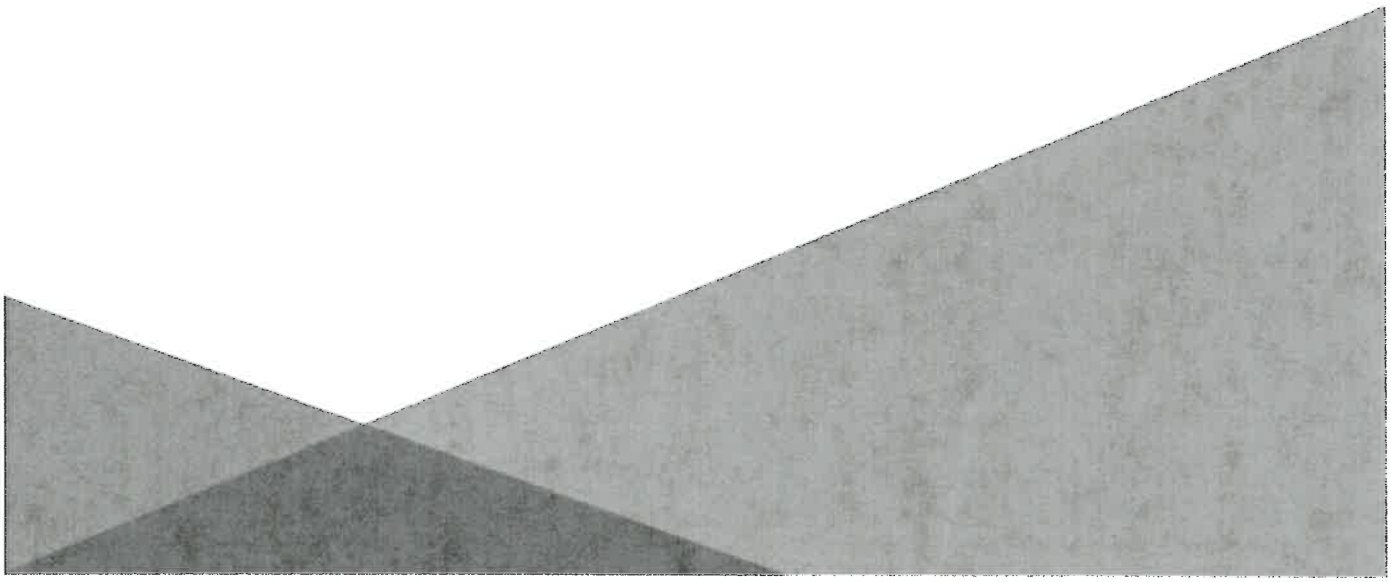
For The RACER Trust
Detroit, Michigan

By Haley & Aldrich, Inc.
Cleveland, Ohio 44131

NFA Letter Issued by VAP Certified Professional
Richard W. Volpi, CP#: 193
Haley & Aldrich, Inc.
6500 Rockside Road, Suite 200
Cleveland, Ohio 44131
216-706-1311

File No. 28777
June 2019

Table of Contents



List of Figures

1. Purpose of the Risk Mitigation Plan (OAC 3745-300-11(G)(1)(a))

1.1 PROPERTY DESCRIPTION

Haley & Aldrich, Inc. (Haley & Aldrich) has prepared this Risk Mitigation Plan (RMP) in accordance with Voluntary Action Program (VAP) Rule Ohio Administrative Code (OAC) 3745-300-07 at the 54 Chevy, LLC property (formerly General Motors Powertrain [GMPT] Parma Powertrain Assembly Plant) located at 5520 Chevrolet Boulevard, Parma, Cuyahoga County, Ohio (Property). This RMP was completed for the purpose of meeting applicable VAP standards.

The Property consists of one parcel (#441-14-006) owned by 54 Chevy LLC, based in Solon, Ohio. The Property was sold by the Revitalizing Auto Communities Environmental Response Trust (RACER) in 2011. The Property is approximately 33 acres in size and is in a mixed industrial, residential, and commercial area. One 475,000 square foot former manufacturing building is the major structure located on the Property.

1.2 PURPOSE OF THE RISK MITIGATION PLAN

The purpose of this RMP is to provide the risk mitigation measures that apply to construction or excavation activities at the Property as defined herein. Risk mitigation measures are those health and safety precautions and other such remedial activities that provide protection to persons working in construction or excavation from exposures to chemicals of concern (COCs) in environmental media at a property, as described by OAC 3745-300-11(C)(7). Implementation of this RMP allows the Property to maintain compliance with VAP applicable standards that apply to construction or excavation activities beneath the building slab.

Adherence to the measures outlined in this RMP will enhance the protection construction and/or excavation workers from COCs located in soils, soil vapor, and groundwater at the Property. Figure 1 shows the areas of the Property subject to the RMP. This RMP applies to the COCs, environmental media, and exposure pathway(s) summarized in the table below.

Chemical of Concern	Media	Pathway(s)
Chlorinated volatile organic compounds (CVOCs) – specifically trichloroethene (TCE)	Soil, groundwater, ambient air	Direct contact with soil and groundwater, inhalation of particles and vapors (ambient air in excavations), incidental ingestion

This RMP was prepared in accordance with OAC 3745-300-11 and is not intended to fulfill requirements of other laws that may apply to construction or excavation activities at the Property, such as those administered by the Occupational Safety and Health Administration.

2. Implementing the Risk Mitigation Plan (OAC 3745-300-11(G)(1)(e) and (f))

The RMP is to be implemented anytime excavation is to occur below the building slab. Only the building slab is subject to this RMP, as shown in Figure 1. A survey plat of the building is included in Appendix A. The responsibility for implementing this RMP belongs to the owner(s) of the Property, including successors.

3. Potential Health Risks (OAC 3745-300-11(G)(1)(b))

CVOCs

CVOCs are widely used as solvents and degreasing agents in a variety of commercial products. Human exposure to CVOCs can occur through different routes, including ingestion, inhalation, and dermal contact. Exposure to CVOC vapors, specifically TCE, may cause irritation of the eyes, nose, and throat. The liquid, if splashed in the eyes, may cause burning irritation and damage. Repeated or prolonged skin contact with the liquid may cause dermatitis. Acute exposure to TCE depresses the central nervous system exhibiting such symptoms as headache, dizziness, vertigo, tremors, nausea and vomiting, irregular heartbeat, sleepiness, fatigue, blurred vision, and intoxication similar to that of alcohol. Unconsciousness and death have been reported. Alcohol may make the symptoms of TCE overexposure worse. If alcohol has been consumed, the overexposed worker may become flushed. TCE addiction and peripheral neuropathy have been reported.

4. Precautions Against Exposures (OAC 3745-300-11(G)(1)(c))

Exposure to CVOCs on the Property could occur when construction and excavation workers come in contact with those soils and groundwater impacted beneath the building slab, as depicted by Figure 1. Contact can include dermal contact with exposed skin, such as bare hands and forearms, accidental ingestion when soil or groundwater gets on food, such as transfer from dirty hands to food, or breathing in particles of COC-contaminated soil as dust and in particles of COC-contaminated groundwater as droplets. Construction and excavation workers should always attempt to limit their exposure to soils and groundwater below the building slab or lessen the time after contact that the impacted soil and groundwater remains on the skin. Specific precautions to be taken at all times when the plane of the building slab is breached are as follows:

1. Wear clothing that limits the skin area available for contact with the soil and groundwater. Examples of such clothing include gloves, hard hats, long sleeve shirts, and long pants.
2. Wash hands frequently and always before eating, smoking, chewing gum or tobacco, or other activities that involve contact between the hands and items to be placed in the mouth. This will prevent the spread of any soil or groundwater on the hands to the items being placed in the mouth.
3. Do not apply ointments, cream, make-up or other substances before washing both the area to which the substance is to be applied and, if the substance is to be applied by hand, the hands. The application of such substances can provide a mechanism by which soil can be trapped next to the skin.
4. Cover cuts, scrapes and other open skin areas. Injured skin allows compounds in the soil and groundwater to be more readily absorbed into the body than intact skin.
5. Wash hands and other exposed areas, especially those areas with visible dirt or that have come into contact with groundwater, before leaving the work site for extended time periods. This limits the amount of time that the soil and groundwater are potentially in contact with the skin, thereby reducing the amount of the chemicals that can be absorbed through the skin.
6. Change work clothes shortly after leaving the Property, especially those work clothes having either visible dirt, saturation from groundwater, or made damp through sweat or other liquids. Wash such clothes prior to wearing them again. Gloves and other such items that come into direct contact with the soil or groundwater should also be washed, if possible.
7. Wash hair and other less accessible portions of the body shortly after leaving the work site for the day. Dirt and dust that contain COCs can settle in the hair and spread by contact between the hands and the hair. Dirt and dust can also infiltrate under and through clothing, especially clothing becoming wet or sweaty.
8. Generally, avoid direct contact between the skin and the contaminated soils and groundwater at the Property.
9. Minimize the suspension of dust to the degree possible and specify measures to be taken for minimizing dust. Dust masks should be worn when warranted.
10. Provide contingency actions as necessary, such as active ventilation of excavations or the use of personnel protective equipment, to address inhalation exposures.

5. Actions to Take if Significant Exposures Occur

Whenever significant exposures to contaminated materials are suspected to have occurred at the Property, the following steps must be taken:

1. Immediately remove and decontaminate all personnel;
2. Provide medical surveillance monitoring as needed for personnel;
3. Restrict access to the contaminated area; and,
4. Perform sampling and analysis as required to determine levels of personal protective equipment, decontamination of personnel and equipment, training needs, medical surveillance and waste management requirements, prior to resuming work at the Property.

6. Handling Contaminated Environmental Media (OAC 3745-300-11(G)(1)(d))

During future excavation activities beneath the building slab, construction or excavation workers may be exposed to the potentially contaminated underlying soils and groundwater. During excavation activities, all soils encountered beneath the building slab will be handled as contaminated media in accordance with OAC 3745-300-11(G)(1)(d).

7. Notice to Contractors and Workers (OAC 3745-300-11(G)(1)(h) and (i))

Whenever construction or excavation workers are reasonably expected to be exposed to soils or groundwater below the building slab, the owner, and subsequent owners of the Property, is responsible for communicating all the information provided in this RMP to the workers. The volunteer/owner is to communicate the identity of the COCs present on the Property, their location on the Property and in which media, the potential health effects associated with exposure to said chemicals, the precautions to be taken to avoid exposure, how to handle contaminated media on the Property, and actions to be taken should significant exposure occur.

A copy of this RMP will be maintained at the Property. The Property owner will ensure that the plan is made available to contractors and construction/excavation workers and will ensure that the plan is implemented during excavation below the building slab.

8. Annual Notification to Ohio EPA (OAC 3745-300-11(G)(1)(j))

Annual reports will be prepared by the Property owner and submitted to both the Ohio EPA Central Office and the Ohio EPA Northeast District Office. The annual report will either describe the activities that were conducted and describe how the RMP was implemented, or report that the RMP was not implemented during the year. Each report will be submitted with an affidavit by an individual with knowledge of the RMP implementation for the year.

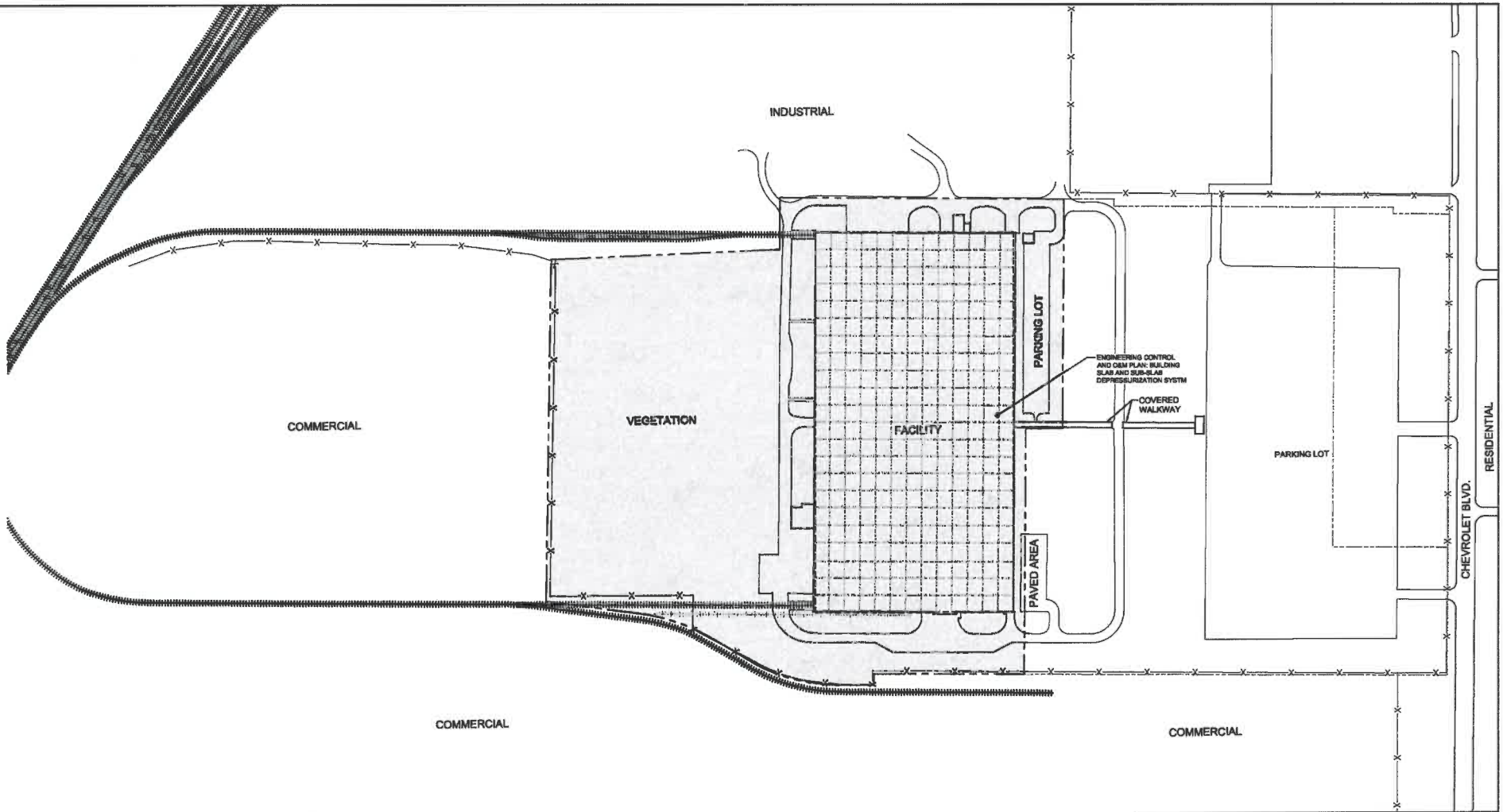
9. Termination Criteria (OAC 3745-300-11(G)(1)(k))

The owner may submit to Ohio EPA a request to terminate the RMP. The request must demonstrate that further implementation of the RMP is no longer necessary for the Property to maintain compliance with VAP standards applicable for construction and excavation activities. The demonstration must be verified by a VAP Certified Professional and include the Certified Professional's affidavit that attests that the demonstration shows the Property complies with the VAP standards for construction and excavation activities without use of risk mitigation measures as a remedial activity under OAC 3745-300-11. The request may present the current property-specific conditions that demonstrate protectiveness to future construction and excavation workers and include any other information in support of the demonstration.

References

1. Agency for Toxic Substances & Disease Registry, Toxic Substance Portal, 8 September 2016
2. California Department of Health Services, Hazard Evaluation System, December 1997
3. New York State, Department of Environmental Conservation, 8 September 2016.
4. U.S. Department of Health and Human Services, 13th Report on Carcinogens, 2 October 2014.

FIGURE



LEGEND:

- APPROXIMATE PROPERTY LINE
- RAILROAD
- INACTIVE RAILROAD TRACKS
- FENCE
- ACTIVITY AND USE LIMITATIONS/ENVIRONMENTAL COVENANT:
  - COMMERCIAL/INDUSTRIAL LAND USE RESTRICTION - PROHIBITED USE OF GROUNDWATER

NOTE:

1. THIS FIGURE WAS GENERATED WITH THE USE OF DRAWINGS PROVIDED BY THE CLIENT, AND AN AERIAL IMAGE OBTAINED FROM GOOGLE EARTH PRO, AS SUCH, ALL LOCATIONS ARE APPROXIMATE.

0 250 500
APPROXIMATE SCALE IN FEET

HALEY & ALDRICH

54 CHEVY, LLC
(FORMER GMPT PARMA POWERTRAIN ASSEMBLY PLANT)
5520 CHEVROLET BOULEVARD
PARMA, OHIO

PROPERTY BOUNDARY MAP WITH REMEDIES

SCALE: AS SHOWN
AUGUST 2016

FIGURE 1

APPENDIX A

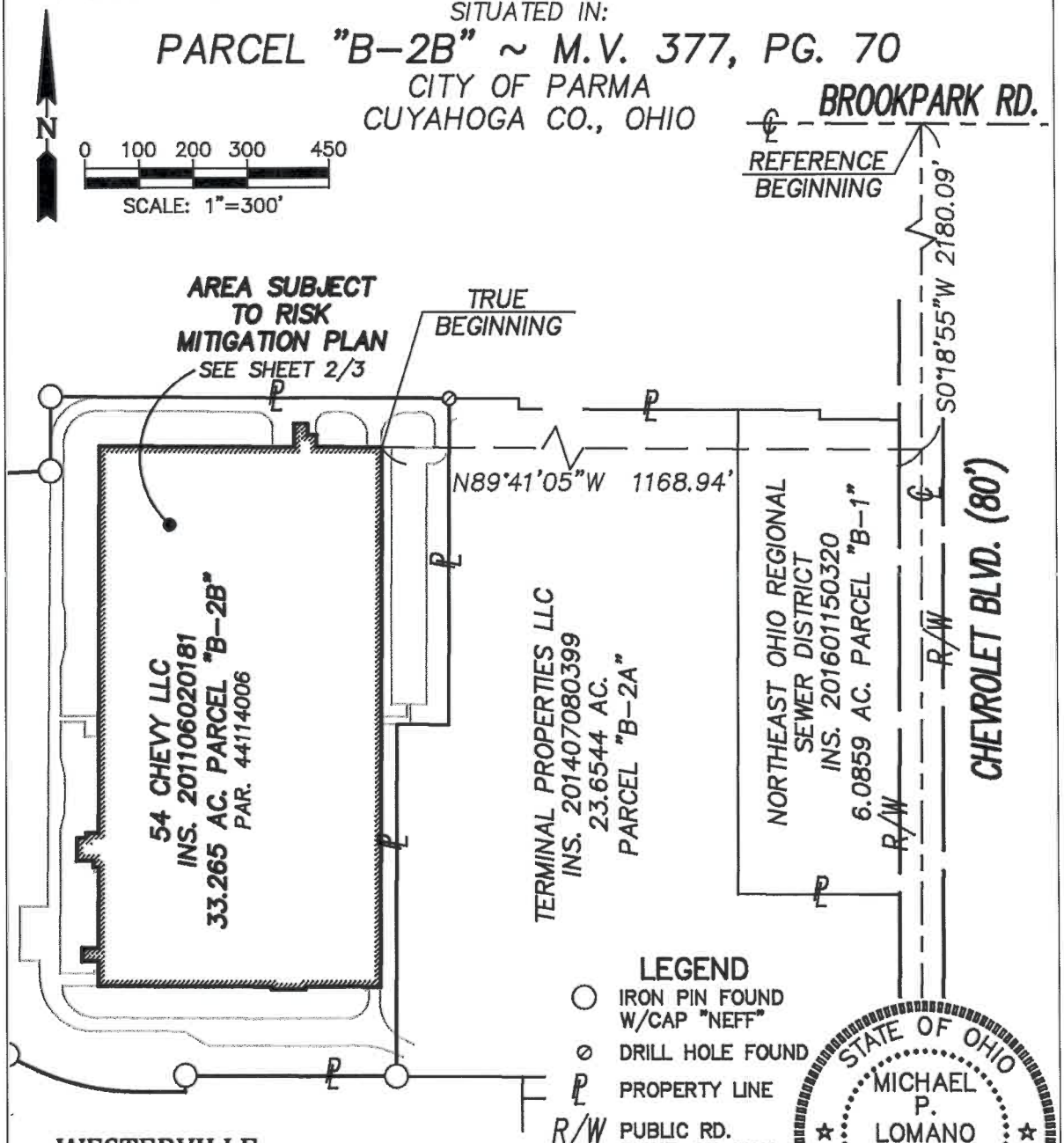
Building Survey Plat

AREA SUBJECT TO RISK MITIGATION PLAN

SITUATED IN:

PARCEL "B–2B" ~ M.V. 377, PG. 70

CITY OF PARMA
CUYAHOGA CO., OHIO



LEGEND

- ○ IRON PIN FOUND W/CAP "NEFF"
- ⊘ DRILL HOLE FOUND
- ℄ PROPERTY LINE
- R/W PUBLIC RD. RIGHT–OF–WAY

STATE OF OHIO
MICHAEL P. LOMANO
7711
REGISTERED PROFESSIONAL SURVEYOR

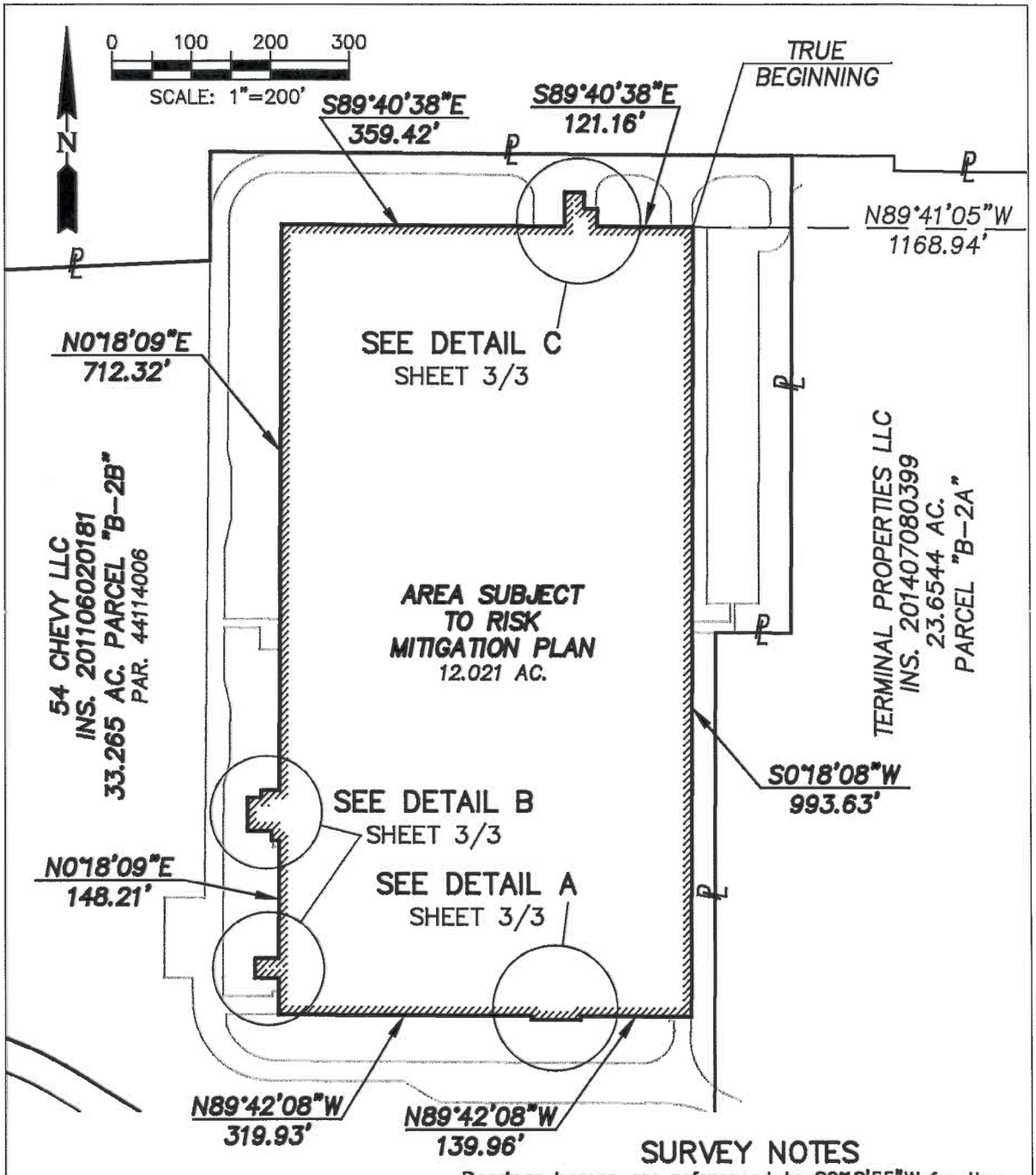
WESTERVILLE LAND SURVEYING, LLC
125 E. HOME ST. A
WESTERVILLE, OH 43081
(614) 899–2209

This plat is based on the results of an actual field survey performed on the property under my supervision in August, 2018.

BY Michael P. Lomano
OHIO PROFESSIONAL SURVEYOR No. 7711

DRAWING NAME: 18238BS.DWG

SHEET 1/3



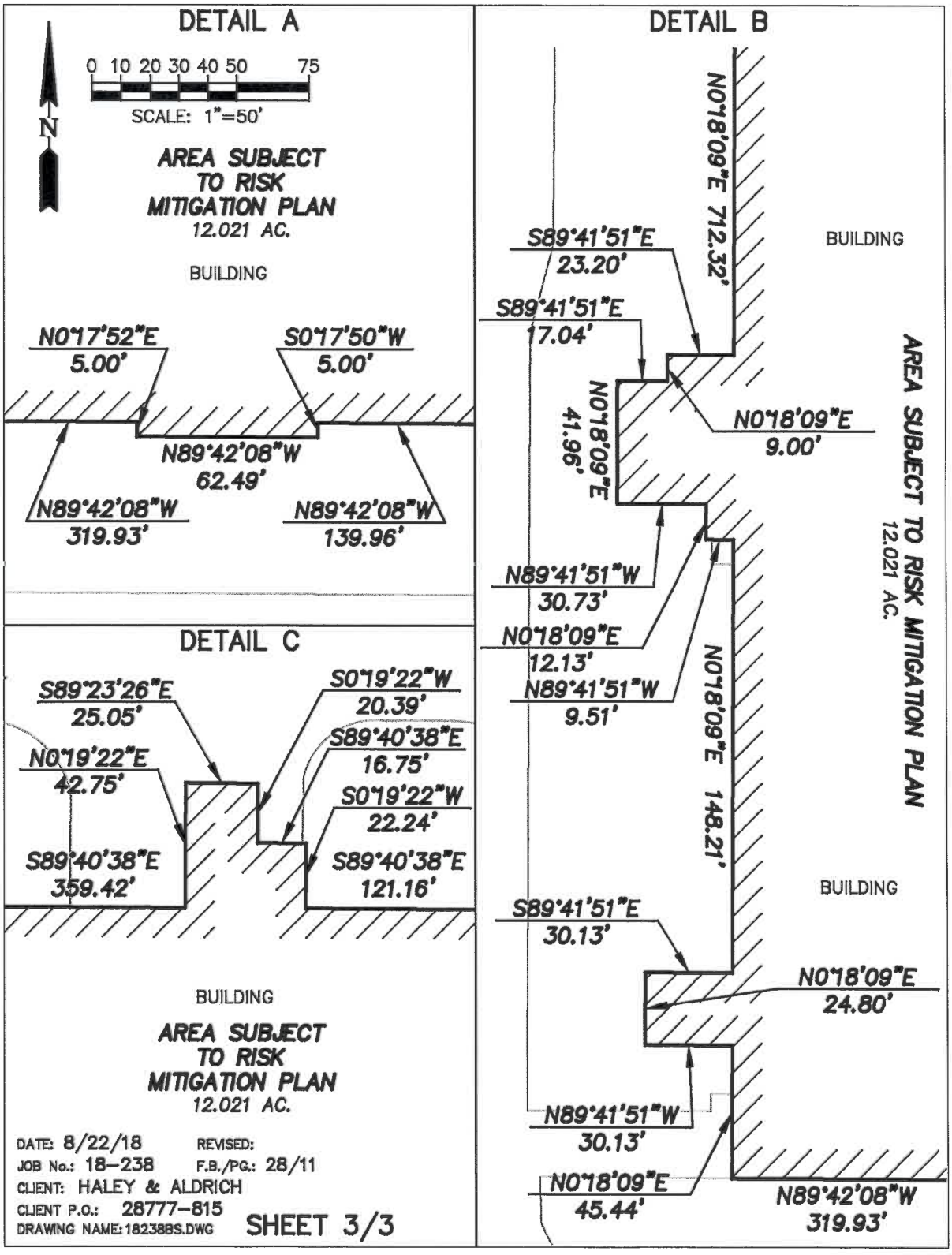
SURVEY NOTES

Bearings hereon are referenced to S0°18'55"W for the centerline of Cheverolet Blvd., SPC grid, OH N. Zone, per a VRS GPS survey.

Intent of the described "Area Subject To Risk Mitigation Plan" is to trace the perimeter of the outside walls of the metal factory building existing at time of this survey.

DATE: 8/22/18 REVISED:
JOB No.: 18-238 F.B./PG.: 28/11
CLIENT: HALEY & ALDRICH
CLIENT P.O.: 28777-815
DRAWING NAME: 18238BS.DWG

SHEET 2/3


DETAIL A
0 10 20 30 40 50 75
SCALE: 1"=50'
N
AREA SUBJECT TO RISK MITIGATION PLAN
12.021 AC.
BUILDING
N0°17'52"E
5.00'
S0°17'50"W
5.00'
N89°42'08"W
62.49'
N89°42'08"W
319.93'
N89°42'08"W
139.96'
DETAIL B
N0°18'09"E 712.32'
S89°41'51"E
23.20'
S89°41'51"E
17.04'
N0°18'09"E
41.96'
N0°18'09"E
9.00'
BUILDING
AREA SUBJECT TO RISK MITIGATION PLAN
12.021 AC.
N89°41'51"W
30.73'
N0°18'09"E
12.13'
N89°41'51"W
9.51'
N0°18'09"E 148.21'
BUILDING
S89°41'51"E
30.13'
N0°18'09"E
24.80'
N89°41'51"W
30.13'
N0°18'09"E
45.44'
N89°42'08"W
319.93'
DETAIL C
S89°23'26"E
25.05'
S0°19'22"W
20.39'
S89°40'38"E
16.75'
N0°19'22"E
42.75'
S0°19'22"W
22.24'
S89°40'38"E
359.42'
S89°40'38"E
121.16'
BUILDING
AREA SUBJECT TO RISK MITIGATION PLAN
12.021 AC.
DATE: 8/22/18 REVISED:
JOB No.: 18-238 F.B./PG.: 28/11
CLIENT: HALEY & ALDRICH
CLIENT P.O.: 28777-815
DRAWING NAME: 18238BS.DWG
SHEET 3/3

Ohio Environmental Protection Agency

Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

Re: GMC Powertrain, Parma
Covenant
Correspondence
Voluntary Action Program
Cuyahoga County
218002907007

CERTIFIED MAIL

MEMORANDUM

TO: Shelley Wilson, Executive Administrator for Real Property, Tax Equalization Division, Ohio Department of Taxation

FROM: Laurie A. Stevenson, Director, Ohio Environmental Protection Agency

SUBJECT: Covenant Not to Sue Issued to Revitalizing Auto Communities Environmental Response (RACER) Trust for the GMC Powertrain, Parma Property

As Director of the Ohio Environmental Protection Agency, I certify that RACER Trust has performed investigational and remedial activities at the property listed below and has been issued a Covenant Not to Sue under the authority of Ohio Revised Code ("ORC") 3746.12. This information is being provided in satisfaction of ORC 5709.87(B).

Property name: GMC Powertrain, Parma

Property address: 5520 Chevrolet Blvd., Parma, Ohio 44130

Property owner: 54 Chevy, LLC

Property owner address: 30100 Chagrin Blvd., Ste. 120, Pepper Pike, Ohio 44124

Parcel number(s): 441-14-006

County: Cuyahoga

Taxing District: Parma

Date Covenant Not to Sue Issued: March 1, 2021

Date remedial activities began as attested to under affidavit by the Certified Professional for the project: July 16, 2018

Attached, for your information, is a copy of the legal description of the property.

If additional information regarding the property or the voluntary action is required, I suggest you first contact Richard Volpi, the Certified Professional for the property, at 216-706-1311. As an alternative, you may contact Scott Aschenbrener with the Ohio Environmental Protection Agency at 330-963-1221.

cc: Pamala Barnett, RACER Trust, 500 Woodward Ave., Ste. 2650, Detroit, MI 48226

Joseph Greenburg, 54 Chevy, LLC, 30100 Chagrin Blvd., Ste. 120, Pepper Pike, Ohio 44124

Richard Volpi, Certified Professional, Haley & Aldrich, 6500 Rockside Rd., Ste. 200, Independence, Ohio 44131

Dennis Kennedy, CPA, Cuyahoga County Auditor, 2079 East 9th St., 3rd Floor, Cleveland, Ohio 44115

ec: Todd S. Davis, Esq., 3 Hemisphere Way, Bedford Ohio, 44146
tdavis@hemispheredev.com

Dan Tjoelker, SABR, Ohio EPA
Bill Damschroder, Legal Office, Ohio EPA
DERR-CO, VAP Files 19NFA722
Scott Aschenbrener, Project Coordinator, DERR-NEDO

Revised March, 2018

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

PARCEL B-2

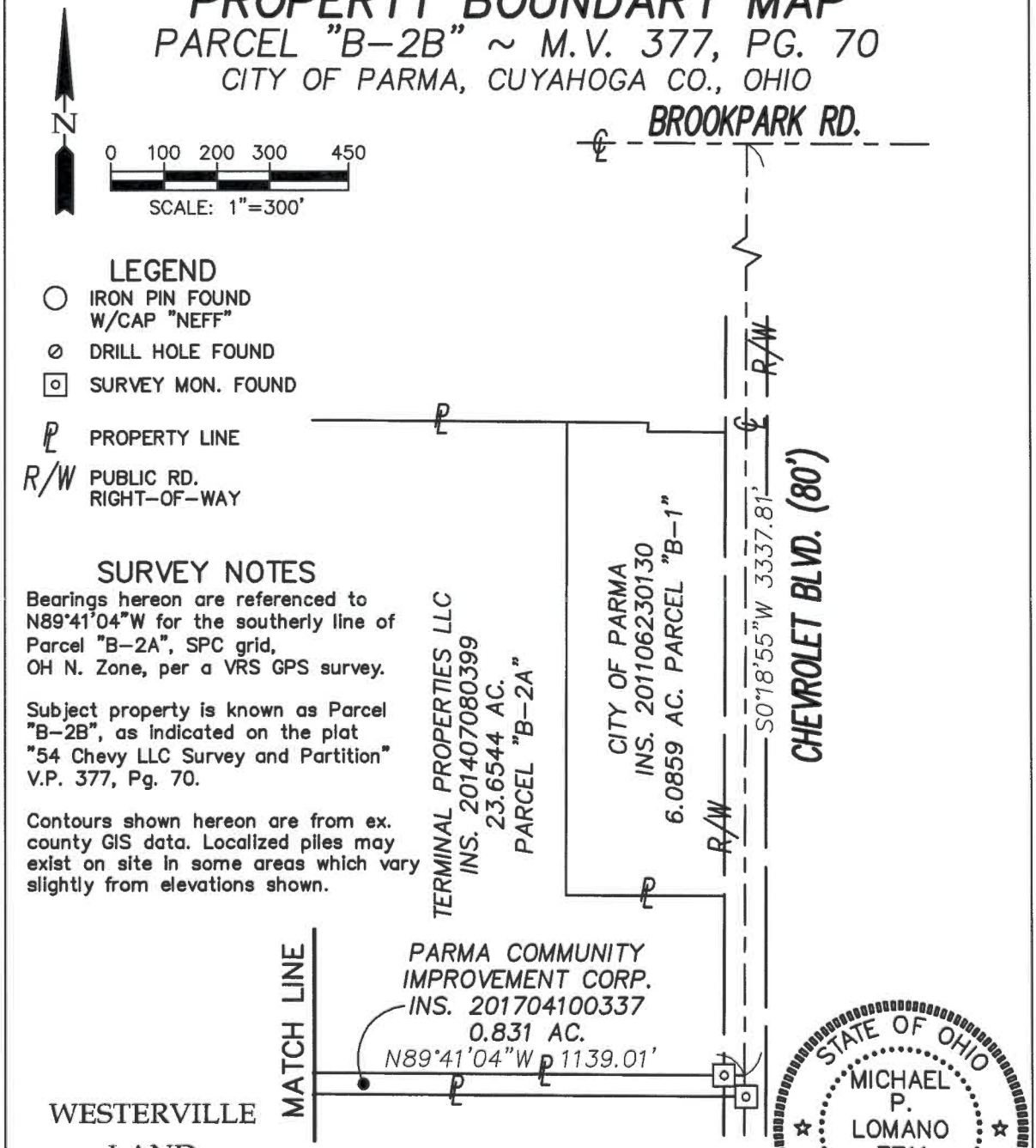
SITUATED IN THE CITY OF PARMA, COUNTY OF CUYAHOGA, STATE OF OHIO AND KNOWN AS BEING PARCEL "B-2" IN THE LOT SPLIT PLAT FOR GM PLANT OF PART OF ORIGINAL PARMA TOWNSHIP, LOT NOS. 23 AND 24, TUCKERMAN TRACT AS SHOWN BY THE RECORDED PLAT IN VOLUME 364 OF MAPS, PAGE 62 OF CUYAHOGA COUNTY RECORDS AND CONTAINING 56.9198 ACRES (2,479,425 SQUARE FEET) OF LAND, MORE OR LESS.

PPN: 441-14-006

PROPERTY BOUNDARY MAP

PARCEL "B–2B" ~ M.V. 377, PG. 70

CITY OF PARMA, CUYAHOGA CO., OHIO



LEGEND

- ○ IRON PIN FOUND W/CAP "NEFF"
- ⊘ DRILL HOLE FOUND
- ⊡ SURVEY MON. FOUND
- ℄ PROPERTY LINE
- R/W PUBLIC RD. RIGHT–OF–WAY

SURVEY NOTES

Bearings hereon are referenced to N89°41'04"W for the southerly line of Parcel "B–2A", SPC grid, OH N. Zone, per a VRS GPS survey.

Subject property is known as Parcel "B–2B", as indicated on the plat "54 Chevy LLC Survey and Partition" V.P. 377, Pg. 70.

Contours shown hereon are from ex. county GIS data. Localized piles may exist on site in some areas which vary slightly from elevations shown.

STATE OF OHIO
MICHAEL P. LOMANO
7711
REGISTERED PROFESSIONAL SURVEYOR

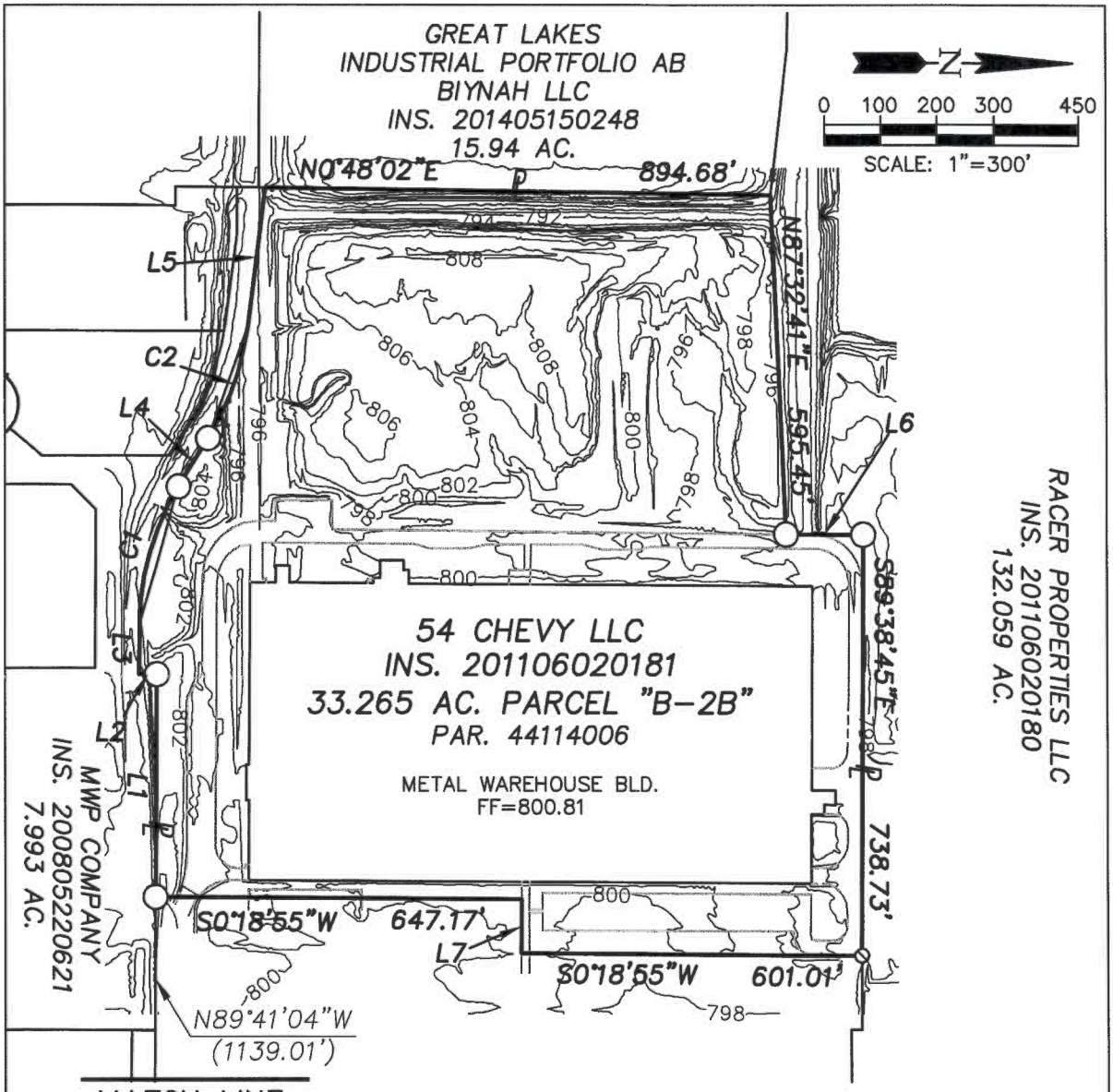
This plat is based on the results of an actual field survey performed on the property under my supervision in August, 2017.

BY Michael P. Lomano
OHIO PROFESSIONAL SURVEYOR No. 7711

WESTERVILLE LAND SURVEYING, LLC
90 E. COLLEGE AVE.
WESTERVILLE, OH 43081
(614) 899–2209

DRAWING NAME: 17203BS.DWG

SHEET 1/2



C1:
R=462.52'
L=251.62'
Δ=31°10'12"
CH=N73°58'27"W
248.53'

C2:
R=498.34'
L=210.01'
Δ=24°08'44"
CH=N70°27'43"W
208.46'

L1: N89°41'04"W 390.99'
L2: S0°18'55"W 30.00'
L3: N89°41'04"W 90.13'
L4: N58°23'21"W 100.00'
L5: N82°32'05"W 244.45'
L6: N0°15'47"E 136.95'
L7: N89°41'05"W 95.73'

DATE: 9/05/17 REVISED:
JOB No.: 17-203 F.B./PG.: 25/35
CLIENT: HALEY & ALDRICH
CLIENT P.O.: 28777-814
DRAWING NAME: 17203BS.DWG

SHEET 2/2

Ohio Environmental Protection Agency

Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

RE: Recording of Covenant Not to Sue and Environmental Covenant

Dear County Recorder's Office personnel:

Attached is an Voluntary Action Program (VAP) covenant not to sue (CNS) issued by the Director of the Ohio Environmental Protection Agency for the property identified in the CNS. The legal description of the property is provided in Exhibit 1. The CNS was issued pursuant to Ohio Revised Code (ORC) § 3746.12.

This CNS is presented to you for its recording in the same manner as a deed to the property, pursuant to ORC §§ 317.08 and 3746.14 (see the "Conditions and Limitations" section of CNS).

Attached also is the original environmental covenant supporting the CNS (Exhibit 4). The environmental covenant must also be recorded in the same manner as a deed to the property pursuant to ORC §§ 317.08 and 3746.14 (see the CNS "Conditions and Limitations" section).

Please record the environmental covenant -- just prior to and separate from the recording of the CNS and Exhibits 1, 2 and 3 – so that the environmental covenant appears first in the property's chain of title.

Please refer to the property owner 54 Chevy,LLC, and parcel number 441-14-006, when logging the recorded CNS in the County Recorder's Office records.

Thank you in advance for your assistance. Should you have any questions, please contact me at the Ohio EPA Legal Office at (614) 644-3037 or william.damschroder@epa.ohio.gov.

Sincerely,

William R. Damschroder Attorney
Office of Legal Services