



**DECLARATION OF RESTRICTIVE COVENANT  
RCRA ISSUES**

EGLE Reference Number: *RC-RRD-201-24-021*

Facility MID Number: *MID 980 587 893*

EGLE Approval Date: *May 7, 2024*

This Declaration of Restrictive Covenant (Restrictive Covenant) is made on July 23, 2024, by Yankee Air Force, Incorporated, d/b/a Michigan Flight Museum, (f/k/a Yankee Air Museum) (MFM) the Grantor, the current fee title holder of the Property, such Property legally described in Exhibit 1 and depicted in Exhibit 2, the location of which is located at 1 Liberator Way, Ypsilanti, MI in the Townships of Ypsilanti and Van Buren, Washtenaw and Wayne Counties, respectively, State of Michigan ("Property" or "Site") for the purpose of protecting public health, safety, welfare and the environment pursuant to the provisions of Part 111, Hazardous Waste Management, Michigan Compiled Laws (MCL) 324.11101, et seq. (Part 111) and the applicable Sections of Part 201, Environmental Remediation, MCL 324.20101, et seq. (Part 201) of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, MCL 324.101, et seq., and the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976 (RCRA), as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.

Upon the recordation of this Restrictive Covenant, which has been approved by Grantee, the **Declaration of Restrictive Covenant recorded by Grantor's predecessor in interest, RACER Properties, LLC ("RACER")**, an entity wholly owned by the Trust (defined below) with the Wayne County Register of Deeds on November 5, 2014, having document number 2014425467, and recorded at Liber 51832, Page 833 and the Washtenaw County Register of Deeds on October 30, 2014, having document number 6232774, and recorded at Liber 5066, Page 246 (collectively the "2014 Restrictive Covenant") will be rescinded in its entirety and superseded by this Restrictive Covenant.

This Restrictive Covenant has been recorded with the consent and at the request of RACER and the Trust (see Exhibit 9) to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination present at the Property. Recording of this Restrictive Covenant is designed to restrict exposures to groundwater on the Property, and require any future work, or other activities on the Property by or for the Owner, to be conducted in conformance with: i)

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applicable EGLE soil relocation requirements including but not limited to MCL 324.20120c and any related administrative rules and EGLE guidance; and ii) applicable due care obligations under MCL 324.20107a and associated administrative rules and guidance, as well as the Hazardous Waste Operations and Emergency Response Standard (HAZWOPER), 29 C.F.R. Part 1910.

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

Based on the results of site investigations, the Property contains hazardous substances in excess of the concentrations developed as the unrestricted residential criteria under Section 20120a(1)(a) or (17) of NREPA, 1994 PA 451, as amended. EGLE recommends that prospective purchasers or users of the Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 20107a of NREPA.

#### Definitions

“Grantee” will mean EGLE, its respective successor entities, and those persons or entities acting on its behalf.

“Grantor” will mean Yankee Air Force, Incorporated, a Michigan non-profit corporation (d/b/a Michigan Flight Museum (MFM)), the title holder of the Property at the time this Restrictive Covenant was executed, or any future title holder of the Property or some relevant sub-portion of the Property.

“EGLE” means the Michigan Department of Environment, Great Lakes and Energy, its successor entities, and those persons or entities acting on its behalf.

“NREPA” will mean the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.101 *et seq.*

“Owner” means at any given time the then current fee title holder(s) and the holder(s) of a life estate of the Property or any portion thereof, including the fee title holder’s lessees and those persons or entities authorized to act on its behalf.

“Part 111” will mean Part 111, Hazardous Waste Management, of the NREPA.

“Part 201” will mean Part 201, Environmental Remediation, of the NREPA.

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

"Trust" shall mean the Revitalizing Auto Communities Environmental Response Trust, a trust formed under the laws of the State of New York, the Sole Beneficiary of which is the United States of America.

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

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

#### Summary of Response Activity/Corrective Measures

The original Willow Run Powertrain Plant (of which the Property covered by this Restrictive Covenant is a portion of) was originally developed in the 1940's as a bomber production plant. Over its long history (through 2010), the plant was used for various manufacturing operations. Environmental investigations at the Site have included the review of historical information and investigation of potential areas of impacts based on historical operations and overall plant coverage. A significant portion of the area beneath the former plant building footprint is impacted with Light Non-aqueous Phase Liquid (LNAPL) (~40 acres of the 80 acre slab). The LNAPL body is stable/non-migrating and mostly consists of unrecoverable residual oils including cutting oils, transmission fluids and lubricating oils. There are some localized areas of elevated levels of chlorinated volatile organic compounds in soils and/or groundwater south of the former plant building that were identified during investigations. Restrictions to prevent disturbance or exposure to these areas are included in this Declaration. Contaminants are present above drinking water and groundwater/surface water interface (GSI) criteria in groundwater in various areas of the Site. As a corrective measure, a groundwater collection and treatment system was designed to mitigate potential offsite migration of impacted groundwater has been proposed. The groundwater collection system was installed in 2018 and operated for several years. It is currently shut down to evaluate long term decommissioning. The groundwater treatment system was never installed, the collection system discharged the local publicly owned treatment works during its operation under an industrial user permit.

The majority of the primary manufacturing plant was demolished beginning in the fall of 2013 with completion in the spring of 2015. As the demolition work was being completed a previously unknown below grade former electrical power distribution system was discovered throughout the

Site. Subsequent investigations and field surveys have determined that portions of this system contain historical power cables containing PCBs, which are not regulated under the Toxic Substances Control Act (TSCA).

**NOW THEREFORE,**

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

Grantor as current fee title holder of the Property, hereby declares and covenants that the Property, will be subject to those restrictions on use described below, and intends that said restrictions and covenants will run with the land, and may be enforced in perpetuity against the Grantor and all future Owners by the following entities: (1) the Trust; and (2) EGLE.

1. **Land Use Prohibitions.** The Owner will prohibit all uses of the Property that are not compatible or consistent with the exposure assumptions for the nonresidential cleanup criteria under MCL 324.20120a(1)(b). Uses that are compatible with nonresidential cleanup criteria are generally described in the Description of Allowable Uses, attached hereto as Exhibit 3. Nonresidential Environmental Protection Standards are established under Part 201 of NREPA at MCL 324.20120 et seq. and the administrative rules under Part 111 of NREPA found at MAC 299.9629. Cleanup criteria for land use based response activities are located in the Government Documents Section of the State of Michigan Library.
2. **General Activities Prohibited.** Owner will prohibit activities on the Property that may result in exposures above the nonresidential cleanup criteria. In the event of a conflict the specific prohibitions in paragraph 3 below control over these general prohibitions. The generally prohibited activities include:
  - a. *No drinking water or irrigation wells* may be installed or used on the Property.
  - b. *No groundwater extraction wells* may be installed or used on the Property, except for wells and devices that are part of an EGLE approved response activity or corrective measure, and for short-term dewatering for construction purposes, provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable environmental laws and does not cause or result in a new release, exacerbation of any pre-existing environmental condition, or any other violation of environmental laws. Except groundwater may be used for non-potable purposes if approved by the Trust and EGLE in writing.
  - c. *The Owner will not remove, disturb, interfere with, or damage any monitoring wells or soil gas ports* on the Property without EGLE approval.

- d. *Owner will not "treat", "store", "dispose", or release any Hazardous Substances, on, at, or below the Property, in a manner that would require a permit under RCRA, 42 U.S.C. §§ 6901 et seq. or equivalent State Law, except pursuant to a plan or permit approved in writing by EGLE.*
  - e. *No buildings or structures may be constructed on the Property unless the Owner has considered the potential for vapor intrusion, if any, and has taken steps to address such potential, if necessary, as may be required by EGLE.*
  - f. *The Owner will manage contaminated soils, media and/or debris and all other soils located on the Property whether encountered on the surface or during below grade work in accordance with the requirements of Part 111 and RCRA Subtitle C, the administrative rules promulgated pursuant to Part 111 and RCRA, and all other relevant state and federal laws, including but not limited to MCL 324.20120c and TSCA, 15 USC 2601 et seq. This provision regarding contaminated soil/media/debris management also applies in the event that the Owner elects to remove any slabs, pavement, or other impervious surface on the Property.*
3. Specific Activities Prohibited. Owner will prohibit the following specific activities on the Property that may result in exposures above the nonresidential cleanup criteria or otherwise disrupt, damage, interfere with or render less effective the applicable remedial measures. These prohibited activities include:
- a. *The Owner will not remove, disturb, interfere with, or damage any monitoring wells or soil gas ports if any, on the Property where located and as identified on the attached Exhibit 4 without written approval from the Trust and EGLE. Owner will repair, relocate or replace as necessary any monitoring wells or soil gas ports damaged or destroyed by Owner.*
  - b. *The Owner will not remove alter or disturb the slab, or paved apron (in variable states of maintenance/degradation) on the Property where located and as identified on the attached Exhibit 5 without written approval from the Trust and EGLE in accordance with technical specifications that may be established as a condition of such approval. Owner will perform any such removal, alteration or disturbance, in accordance with the requirements of Part 111 and RCRA Subtitle C, the administrative rules promulgated pursuant to Part 111 and RCRA, and all other relevant state and federal laws. Trust shall not be responsible for any and all obligations under environmental laws arising from any such removal, alteration or disturbance by Owner.*
  - c. *The Owner will not remove, destroy, alter, block, interfere with or prevent access to the existing historic storm sewer network beneath and in the vicinity of the primary manufacturing building footprint/slab area as identified and located on the attached Exhibit 6, including the designated manhole locations, without written*

approval from the Trust and EGLE and in accordance with technical specifications that may be established as a condition of such approval.

- d. *The Owner will not remove, disturb, penetrate, relocate, destroy, or render ineffective the underground groundwater collection system including french drain lines, controls, forcemain, sumps and their respective aboveground appurtenances (variable frequency drives, transformers and step down transformers, control panels, electrical and communication/control lines/conduits) as identified and located on the attached Exhibit 7 without written approval from the Trust and EGLE and in accordance with technical specifications that may be established as a condition of such approval.*
- e. *The Owner will not remove, disturb, or penetrate the former underground electrical duct system as identified on the attached Exhibit 8 to prevent the disturbance of any contamination including non-TSCA regulated PCBs, without written approval from the Trust and EGLE and in accordance with technical specifications that may be established as a condition of such approval.*
- f. *The Owner shall follow the following restrictions on connections to existing operational storm water lines on the Property:*
  - i. All connections of new infrastructure to existing storm or sanitary sewer infrastructure shall be done in a manner that maintains the water-tight integrity of existing infrastructure at least equivalent to conditions before connections are installed. Connections to existing piping between drainage structures is prohibited and new piping may only be connected to existing or new drainage structures (i.e., manholes, catch basins, etc). Any new drainage structure (storm or sanitary) must be installed with secure water-tight joints (gasketed and/or welded connections, or similar means) and sealed to prevent infiltration of contaminated groundwater.
  - ii. Connections to existing polypropylene lined manholes must be made using polypropylene pipe welded to the interior polypropylene lining of the manholes. Inspections/testing must be performed and documented to confirm a secure leak proof connection.
  - iii. All new concrete drainage structures (including catch basins and manholes) shall utilize concrete with Admix C-1000 red, as manufactured by Xypex Chemical Corporation or equivalent, and shall be made water-tight by incorporating an inner liner such as Sure-Grip liner, as manufactured by Agru America or equivalent.

4. Compliance with this Restrictive Covenant and Applicable Due Care Obligations/Heath and Safety Requirement. The Owner will at all times comply with the conditions and restrictions of this Restrictive Covenant and the applicable due care obligations under Section 20107a of NREPA and CERCLA, 42 U.S.C. § 9601 *et seq.* Owner agrees to maintain records of its applicable due care activities to the extent required by Section 20107a, and make copies of any such records available upon reasonable request from Grantor, RACER, or EGLE. The Owner shall follow and require that all contractors follow

appropriate Health and Safety requirements for all intrusive excavation activities performed at the Property.

5. **Access.** The Owner grants to the Trust and EGLE the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with this Restrictive Covenant, including the right to take samples, inspect the operation of corrective measures, and inspect any records relating thereto, and to perform any actions necessary to maintain compliance with Parts 111 and 201, applicable federal laws and regulations. Where a request for access includes accessing areas where proprietary activities and operations are occurring, both the Owner and any affected tenant must consent to the request, which consent may not be unreasonably withheld, conditioned or delayed. Nothing herein shall be construed as limiting or restricting, in any manner, the Trust's and EGLE's access rights under any Environmental Easement Agreement recorded subsequent hereto.
6. **Transfer of Interest.** The Grantor and any Owner will provide notice at the addresses provided in this document to EGLE of the Grantor's or Owner's intent to transfer any interest in the Property, or any portion thereof, at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property will not be consummated by Grantor or any Owner without adequate and complete provision for compliance with the terms and conditions of this Restrictive Covenant and the applicable provisions of Section 20116 of the NREPA. Grantor and any Owner will include in any instrument conveying any interest in any portion of the Property, including, but not limited to, deeds, leases, and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF RESTRICTIVE COVENANT DATED \_\_\_\_\_ [month, day, year], AND RECORDED WITH THE WASHTENAW AND WAYNE COUNTY REGISTER OF DEEDS, LIBER \_\_\_\_\_, PAGE \_\_\_\_\_ and LIBER \_\_\_\_\_, PAGE \_\_\_\_\_ RESPECTIVELY.**

A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns and transferees by the person transferring the interest.

7. **Approvals; Notices.** Any approval that is required to be made by, or obtained from, the Trust will not be unreasonably withheld. If a dispute over any such approval occurs, EGLE shall make the final approval decision. Any notice, demand, request, consent, approval, or communication that is required to be made or obtained under this Restrictive Covenant will be made in writing; include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant; include EGLE Reference Number *RC-RRD-201-24-021*, the Facility MID Number *MID 980 587 893*; and will be served either personally, or sent via first class mail, postage prepaid, as follows:

For EGLE:

Director, Remediation and Redevelopment Division  
Michigan Department of Environment, Great Lakes and Energy  
P.O. Box 30241  
Lansing, MI 48909-7741

For MFM

President/CEO  
47884 D Street  
Belleville, MI 48112

For RACER Trust:

Michigan Cleanup Manager  
RACER Trust  
PO Box 43859  
Detroit, MI. 48243

8. Running with the land. This Restrictive Covenant shall run with the Property and shall be binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. Pursuant to Section 20121(5)(b) of the NREPA, this Restrictive Covenant shall continue in effect until it is determined that the hazardous substances no longer present an unacceptable risk to public health, safety, or welfare, or the environment. Improper modification or rescission of any restriction necessary to prevent unacceptable exposure to hazardous substances may result in the need to perform additional response activity at the Property or to comply with Section 20107a of the NREPA.
9. Enforcement. The Trust and EGLE are entitled to enforce the restrictions and covenants of this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against all current and subsequent Owners of all or part of the Property. Grantor, on behalf of itself, and its successors in title, intends and agrees that EGLE is entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against Grantor, as Owner, and thereafter against subsequent Owners of all or part of the Property. All remedies available hereunder will be in addition to any and all other remedies at law or equity.
10. USEPA Entry and Access. Nothing in this Restrictive Covenant shall limit or otherwise affect USEPA's right of entry and access, or authority to undertake actions under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, 42 U.S.C. §§ 9601 *et seq.*) or under the National Contingency Plan (40 C.F.R. Part 300), and any successor statutory provisions, or other state or federal law.

11. Modification/ Release/Rescission. Grantor or Owner may request in writing to EGLE and the Trust at the addresses provided herein, modifications to, or release or rescission of, this Restrictive Covenant. This Restrictive Covenant may be modified, released or rescinded only with the written approval of EGLE and the Trust. Any approved modification to, or release or rescission of, this Restrictive Covenant will be filed with the appropriate Registrar of Deeds by the Grantor or Owner and a certified copy will be returned to EGLE at the addresses provided herein.
12. Severability. If any provision of this Restrictive Covenant is held to be invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of any other provisions of this Restrictive Covenant and all other provisions will continue to remain in full force and effect.
13. Settlement Agreement and Law. Nothing herein shall be construed as altering or in any way affecting the liability or obligations of the Trust, RACER Properties LLC, and/or the Administrative Trustee under the Settlement Agreement or under applicable law.
14. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner, and represents and certifies that he or she is duly authorized and has been empowered to execute and record this Restrictive Covenant.
15. Miscellaneous.
  - a) Controlling Law. The interpretation and performance of this Restrictive Covenant will be governed by the laws of the United States as to the obligations referred to in the Settlement Agreement and the laws and regulations of the State of Michigan for all other purposes hereunder (without reference to choice of laws principles thereof). The right to enforce the conditions and restrictions in this Restrictive Covenant are in addition to other rights and remedies that may be available, including, but not limited to, administrative and judicial remedies under CERCLA, Part 201 or Part 211 of the NREPA.
  - b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Restrictive Covenant will be liberally construed to affect the purpose of this Restrictive Covenant, and the policy and purpose of RCRA and the land use restrictions and prospective use limitations required by Part 201. If any provision of this Restrictive Covenant is found to be ambiguous, an interpretation consistent with the purpose of this Restrictive Covenant that would render the provision valid will be favored over any interpretation that would render it invalid.
  - c) Entire Agreement. This Restrictive Covenant and its attachments and appendices supersedes all prior discussions, negotiations, understandings, or agreements relating to the matters addressed herein, all of which are merged herein.

[signature page follows]

IN WITNESS WHEREOF, Yankee Air Force, Incorporated has caused this Restrictive Covenant, EGLE Reference Number RC-RRD-201-24-021, to be executed on this 17<sup>th</sup> day of July, 2024.

Yankee Air Force, Incorporated  
a Michigan non-profit corporation  
(dba Michigan Flight Museum)

By: \_\_\_\_\_

Kevin Walsh  
Its President/CEO

\*\*\*\*\*

DISTRICT/STATE OF Michigan  
CITY/COUNTY OF Wayne

The foregoing instrument was acknowledged before me this 17 day of July, 2024, by Kevin Walsh, the President and Chief Executive Officer of Yankee Air Force, Incorporated, a Michigan non-profit corporation, on behalf of the corporation.

Rebecca Folson

Notary Public Signature

Name of Notary Public Rebecca Folson  
Notary Public, State of Michigan  
County of Wayne ss  
My Commission Expires: Oct 30 2029  
Acting in the County of Wayne

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

Prepared by/Return to:  
Dawda, Mann, Mulcahy & Sadler, PLC  
Dawda Mann Building  
39533 Woodward Avenue, Suite 200  
Bloomfield Hills, Michigan 48304  
Attn: Brian Considine

### **LIST OF EXHIBITS**

|                  |                                        |
|------------------|----------------------------------------|
| <b>Exhibit 1</b> | <b>Legal Description of Property</b>   |
| <b>Exhibit 2</b> | <b>Survey of Property</b>              |
| <b>Exhibit 3</b> | <b>Description of Allowable Uses</b>   |
| <b>Exhibit 4</b> | <b>Monitoring Well Locations</b>       |
| <b>Exhibit 5</b> | <b>Slab Areas</b>                      |
| <b>Exhibit 6</b> | <b>Storm Sewer Areas</b>               |
| <b>Exhibit 7</b> | <b>Groundwater Collection System</b>   |
| <b>Exhibit 8</b> | <b>Former Electrical Duct System</b>   |
| <b>Exhibit 9</b> | <b>RACER'S Consent to Modification</b> |

Original drawings can be requested from the following:

GHD Services Inc.  
26850 Haggerty Road  
Farmington Hills, MI 48331

**EXHIBIT 1****LEGAL DESCRIPTION OF PROPERTY**

Real property in the Township of Ypsilanti, County of Washtenaw, State of Michigan, described as follows:

PT E 1/2 SEC 12, T. 3 S., R. 7 E., YPSILANTI TWP, WASHTENAW CO, MICHIGAN DESCRIBED COMM NE COR SEC 12 AND RUNNING TH S 01-27-26 W ALG THE E LI OF SD SEC 12, 33.00 FT TO THE NW COR OF SEC 7, T. 3 S., R. 8 E., VAN BUREN TWP, WAYNE CO, MICHIGAN; TH N 87-37-30 E, ALG THE N LI OF SD SEC 7, 33.07 FT; TH S 01-27-26 W, ALG A LI PARALLEL WITH THE LI COMM TO SD SECS 7 AND 12, 525.40 FT TO APT; TH N 89-58-35 W, CROSSING SD COMM SEC LINE, 1027.30 FT TO A PT IN THE INTERIOR OF SD SEC 12; TH S 00-01-25 W 892.33 FT TO APT; TH S 44-58-35 E 253.84 FT TO APT; TH S 89-58-35 E, 787.98 FT PT ON THE E LI OF SD SEC 12; TH S 01-27-26 W 574.39 FT TO THE POB; PRO TH FROM SD PT OF BEG, S 01-27-26 W, ALG THE E LI OF SD SEC 12, 477.35 FT TO THE E 1/4 COR OF SD SEC 12; TH S 00-02-43 W, ALG THE E LI OF SD SEC 12, 352.56 FT TO APT; TH S 89-42-46 W 141.66 FT TO APT; TH N, 40.00 FT TO APT; TH N 75-54-30 W 404.79 FT TO APT; TH W, 512.11 FT TO APT; TH N 00-02-00 E 418.67 FT TO APT; TH S 89-58-00 E 443.50 FT TO APT; TH N 45-02-00 E 69.30 FT TO APT; TH N 00-02-00 E 224.85 FT TO APT; TH S 89-58-00 E 565.84 FT TO THE POB.

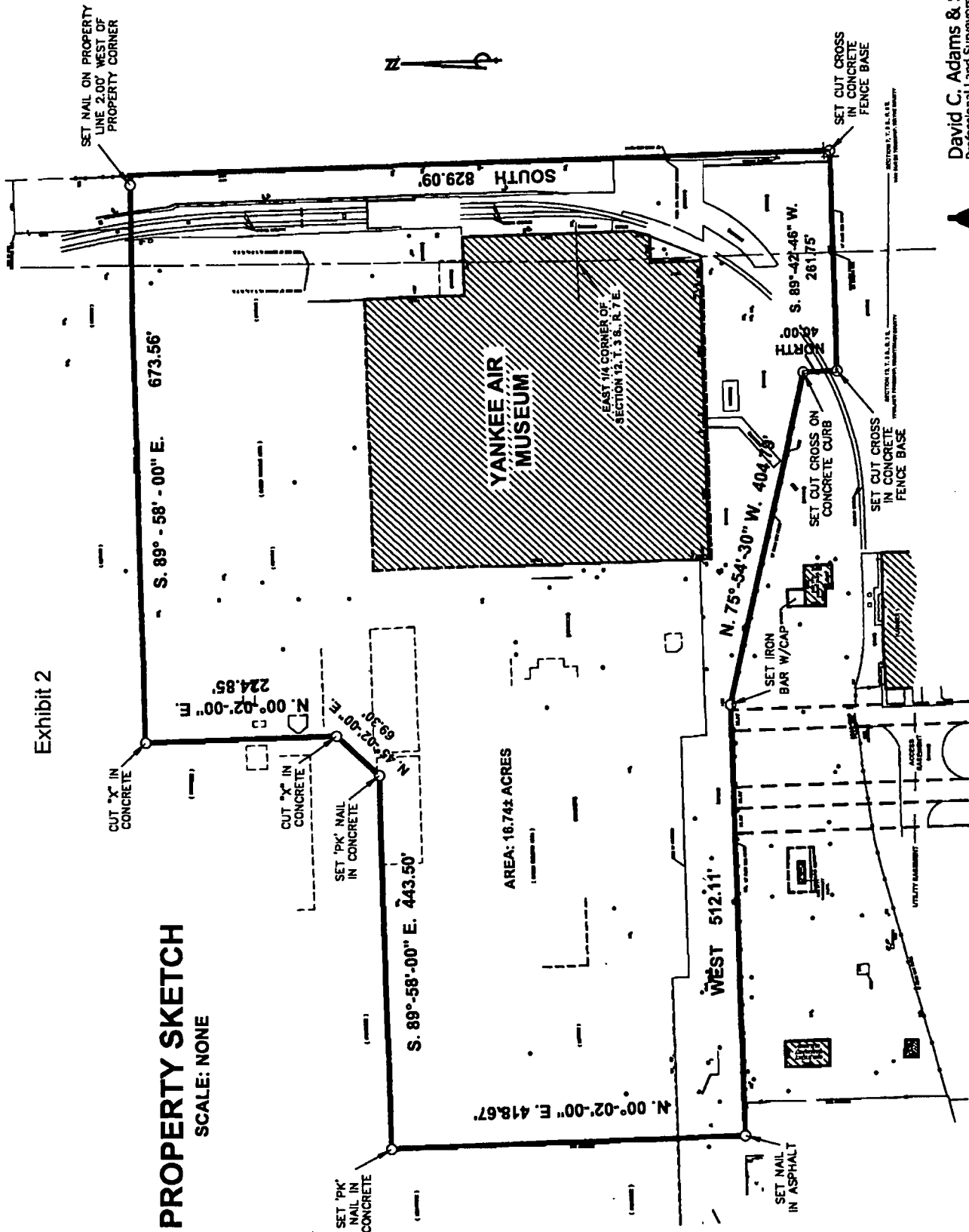
Part of Tax Parcel No. K-11-12-100-005

and

Real property in the Township of Van Buren, County of Wayne, State of Michigan, described as follows:

PART OF THE WEST 1/2 OF SECTION 7, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST 1/4 CORNER OF SECTION 7, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN AND PROCEEDING THENCE FROM SAID POINT OF BEGINNING NORTH 01 DEGREE 27 MINUTES 26 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 477.35 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST A DISTANCE OF 107.72 FEET TO A POINT; THENCE DUE SOUTH A DISTANCE OF 829.09 FEET TO A POINT; THENCE SOUTH 89 DEGREES 42 MINUTES 46 SECONDS WEST A DISTANCE OF 120.09 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 7; THENCE NORTH 00 DEGREES 02 MINUTES 43 SECONDS EAST A DISTANCE OF 352.56 FEET TO THE POINT OF BEGINNING.

Part of Tax Parcel No. 83-025-99-0003-701



**David C. Adams & Son**  
Professional Land Surveyors, Inc.  
26817 Five Mile Road  
Detroit, Michigan 48239  
Tel: 313-638-1222  
Fax: 313-638-8439  
[www.DCASurveys.com](http://www.DCASurveys.com)

**A**  
**ADAMS & SON**  
PROFESSIONAL SURVEYORS

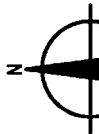
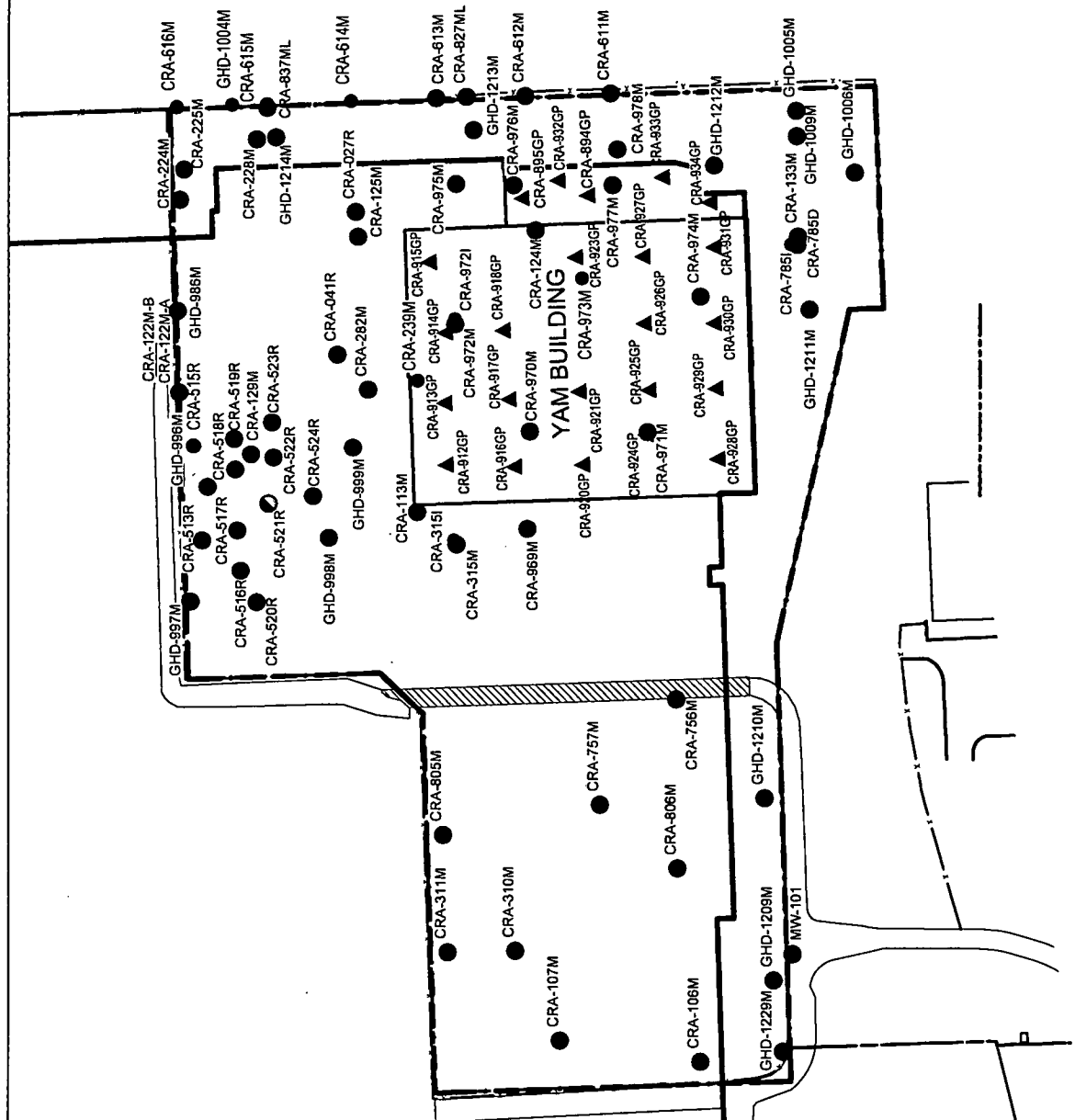
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**EXHIBIT 3****DESCRIPTION OF ALLOWABLE USES**

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

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



# RESTRICTIVE COVENANT MONITORING WELL LOCATIONS AND VAPOR PINS

**Project No. 11223073**  
**Date January 2023**

## EXHIBIT 4

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**EXHIBIT 4a**  
**MONITORING WELL AND SOIL GAS PORT COORDINATES**

| Well/Port ID | Position X  | Position Y |
|--------------|-------------|------------|
| CRA-027R     | 13345971.24 | 270963.82  |
| CRA-041R     | 13345803.32 | 270985.56  |
| CRA-1004M    | 13346097.28 | 271109.49  |
| CRA-1004M    | 13346097.28 | 271109.49  |
| CRA-106M     | 13344972.15 | 270557.81  |
| CRA-107M     | 13344997.07 | 270723.26  |
| CRA-113M     | 13345616.56 | 270891.61  |
| CRA-122M-A   | 13345758.23 | 271171.05  |
| CRA-122M-B   | 13345758.23 | 271171.05  |
| CRA-124M     | 13345949.90 | 270752.41  |
| CRA-125M     | 13345942.05 | 270961.39  |
| CRA-129M     | 13345685.32 | 271086.72  |
| CRA-133M     | 13345943.14 | 270443.89  |
| CRA-224M     | 13345985.17 | 271170.37  |
| CRA-225M     | 13346020.89 | 271165.70  |
| CRA-228M     | 13346056.68 | 271080.39  |
| CRA-239M     | 13345772.63 | 270891.39  |
| CRA-239M     | 13345772.63 | 270891.39  |
| CRA-239M/127 | 13345772.63 | 270891.39  |
| CRA-282M     | 13345761.76 | 270949.49  |
| CRA-310M     | 13345101.52 | 270775.58  |
| CRA-311M     | 13345099.99 | 270855.59  |
| CRA-315I     | 13345583.61 | 270848.45  |
| CRA-315M     | 13345577.98 | 270845.17  |
| CRA-513R     | 13345582.56 | 271144.06  |
| CRA-515R     | 13345694.96 | 271154.10  |
| CRA-515R     | 13345694.96 | 271154.1   |
| CRA-516R     | 13345546.79 | 271098.76  |
| CRA-517R     | 13345594.39 | 271102.90  |
| CRA-518R     | 13345667.02 | 271105.17  |
| CRA-519R     | 13345703.57 | 271106.44  |
| CRA-520R     | 13345509.21 | 271079.93  |
| CRA-521R     | 13345626.56 | 271066.13  |
| CRA-522R     | 13345681.49 | 271060.27  |
| CRA-523R     | 13345723.04 | 271062.09  |
| CRA-524R     | 13345635.64 | 271013.90  |
| CRA-611M     | 13346111.18 | 270664.44  |
| CRA-612M     | 13346108.12 | 270764.56  |
| CRA-613M     | 13346105.24 | 270869.47  |
| CRA-614M     | 13346101.8  | 270969.67  |
| CRA-614M     | 13346101.8  | 270969.67  |

| Well/Port ID | Position X  | Position Y |
|--------------|-------------|------------|
| CRA-827ML    | 13346107.00 | 270833.87  |
| CRA-837ML    | 13346093.62 | 271068.20  |
| CRA-894GP    | 13345991.11 | 270689.65  |
| CRA-895GP    | 13345987.61 | 270766.61  |
| CRA-912GP    | 13345672.52 | 270855.91  |
| CRA-913GP    | 13345745.93 | 270857.67  |
| CRA-914GP    | 13345829.07 | 270856.66  |
| CRA-915GP    | 13345912.55 | 270876.15  |
| CRA-916GP    | 13345670.42 | 270775.38  |
| CRA-917GP    | 13345750.43 | 270781.72  |
| CRA-918GP    | 13345831.77 | 270788.74  |
| CRA-920GP    | 13345672.93 | 270695.45  |
| CRA-921GP    | 13345759.90 | 270699.42  |
| CRA-923GP    | 13345918.31 | 270703.63  |
| CRA-924GP    | 13345709.01 | 270620.66  |
| CRA-925GP    | 13345761.40 | 270617.40  |
| CRA-926GP    | 13345840.38 | 270622.96  |
| CRA-927GP    | 13345919.22 | 270624.43  |
| CRA-928GP    | 13345679.83 | 270536.20  |
| CRA-929GP    | 13345763.51 | 270538.44  |
| CRA-930GP    | 13345840.52 | 270540.66  |
| CRA-931GP    | 13345930.35 | 270541.06  |
| CRA-932GP    | 13346008.61 | 270724.56  |
| CRA-933GP    | 13346012.53 | 270601.67  |
| CRA-934GP    | 13345982.89 | 270545.84  |
| CRA-969M     | 13345596.69 | 270761.81  |
| CRA-970M     | 13345712.69 | 270758.85  |
| CRA-971M     | 13345711.78 | 270620.75  |
| CRA-972I     | 13345845.74 | 270847.55  |
| CRA-972M     | 13345839.08 | 270847.05  |
| CRA-973M     | 13345893.51 | 270697.91  |
| CRA-973M     | 13345893.51 | 270697.91  |
| CRA-974M     | 13345872.13 | 270558.52  |
| CRA-975M     | 13346004.31 | 270846.23  |
| CRA-976M     | 13346003.03 | 270778.04  |
| CRA-977M     | 13346003.32 | 270661.94  |
| CRA-978M     | 13346045.20 | 270656.20  |
| GHD-1005M    | 13346090.95 | 270446.16  |
| GHD-1006M    | 13346018.12 | 270377.34  |
| GHD-1009M    | 13346061.17 | 270445.34  |
| GHD-1209M    | 13345067.24 | 270471.97  |

**EXHIBIT 4a**  
**MONITORING WELL AND SOIL GAS PORT COORDINATES**

| Well/Port ID | Position X  | Position Y |
|--------------|-------------|------------|
| CRA-615M     | 13346098.14 | 271068.72  |
| CRA-615M     | 13346098.14 | 271068.72  |
| CRA-615M     | 13346098.14 | 271068.72  |
| CRA-616M     | 13346094.5  | 271174.55  |
| CRA-616M     | 13346094.5  | 271174.55  |
| CRA-756M     | 13345395.55 | 270586.73  |
| CRA-757M     | 13345271.91 | 270676.38  |
| CRA-785I     | 13345933.45 | 270452.65  |
| CRA-805M     | 13345236.69 | 270861.06  |
| CRA-806M     | 13345197.79 | 270585.07  |

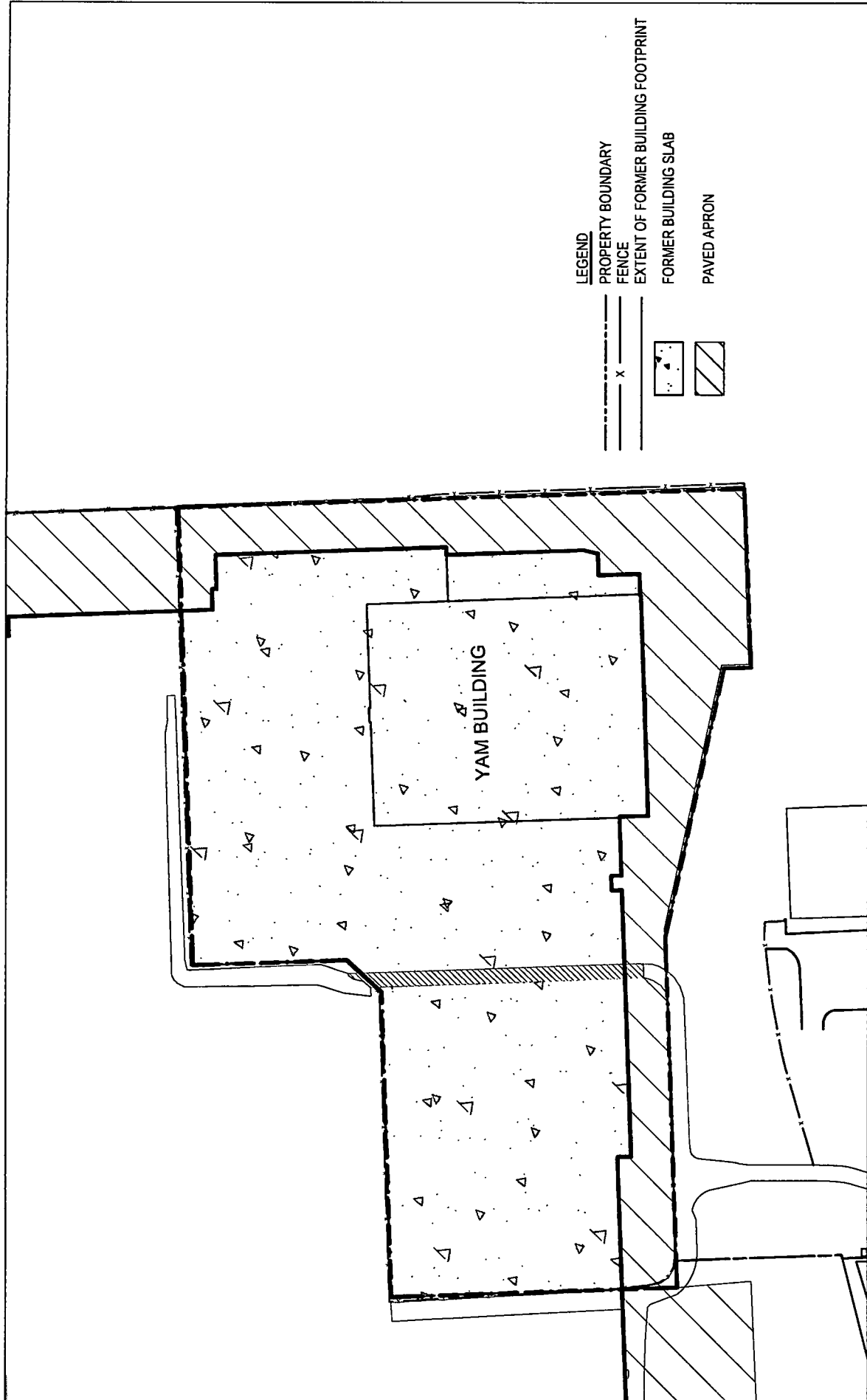
| Well/Port ID | Position X  | Position Y |
|--------------|-------------|------------|
| GHD-1210M    | 13345279.68 | 270482.71  |
| GHD-1211M    | 13345856.81 | 270430.33  |
| GHD-1212M    | 13346026.35 | 270542.53  |
| GHD-1213M    | 13346067.98 | 270825.51  |
| GHD-1214M    | 13346059.10 | 271057.71  |
| GHD-986M     | 13345854.41 | 271172.94  |
| GHD-996M     | 13345646.41 | 271137.58  |
| GHD-997M     | 13345510.15 | 271157.43  |
| GHD-998M     | 13345585.77 | 270995.28  |
| GHD-999M     | 13345693.33 | 270967.10  |
| MW-101       | 13345097.85 | 270449.73  |

**Notes:**

GP - denotes gas port

CURRENT HORIZONTAL DATUM: SPCS MI SOUTH NAD 83 INTERNATIONAL FEET

Exhibit 5



Project No. 11223073  
Date January 2023

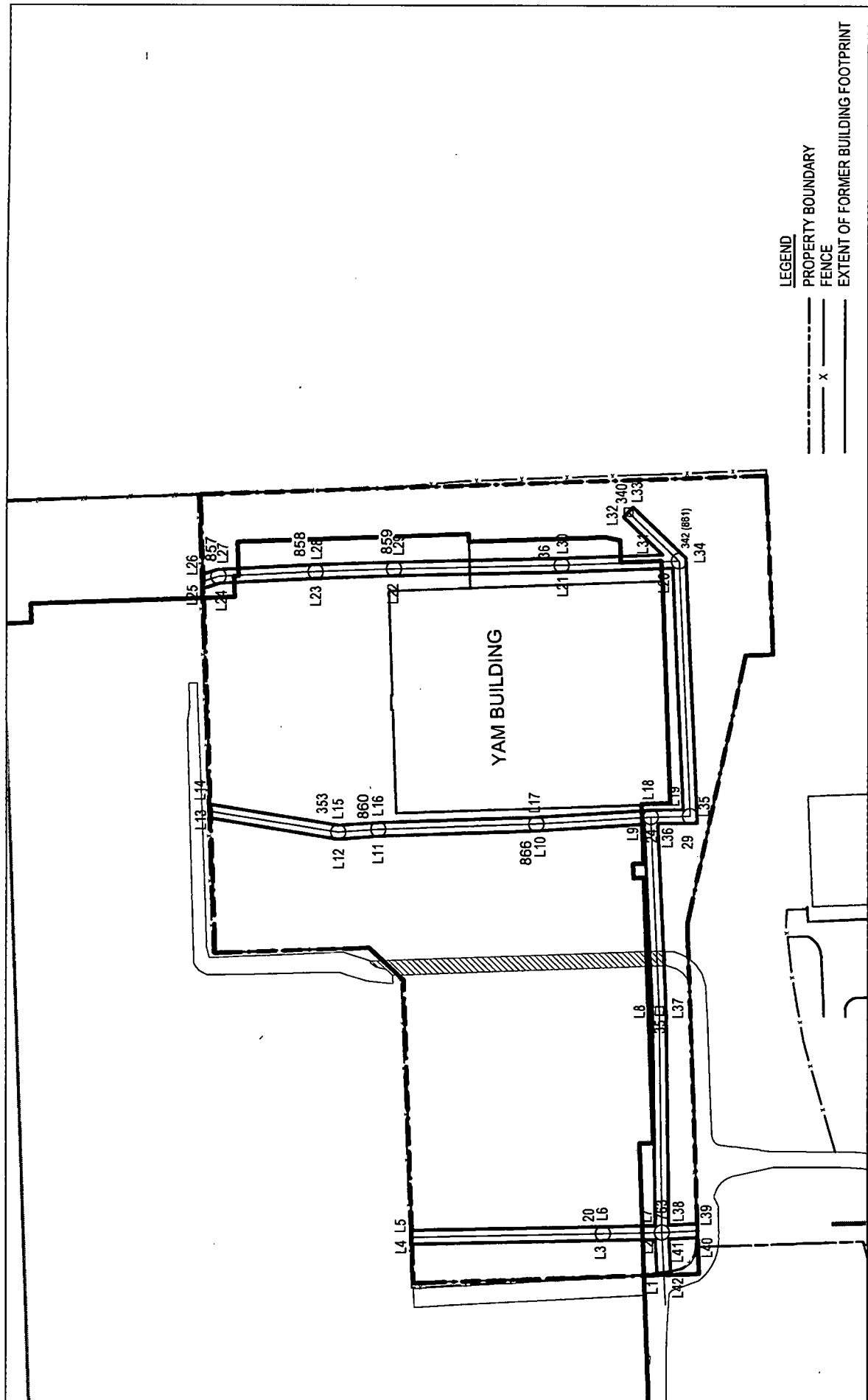
FORMER POWERTRAIN PLANT  
YPSILANTI, MICHIGAN

RESTRICTIVE COVENANT  
LOCATION AND BOUNDARY OF  
IMPERVIOUS SURFACE

**GHD**

Page 19 of 26

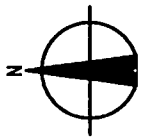
EXHIBIT 5



NOTE: CURRENT HORIZONTAL  
DATUM: SPCS MI SOUTH NAD 83  
INTERNATIONAL FEET.

**Project No. 11223073**  
**Date January 2023**

**FORMER POWERTRAIN PLANT  
YPSILANTI, MICHIGAN**



# RESTRICTIVE COVENANT STORM SEWER LINES AND MANHOLES

**EXHIBIT 6**

Page 20 of 26

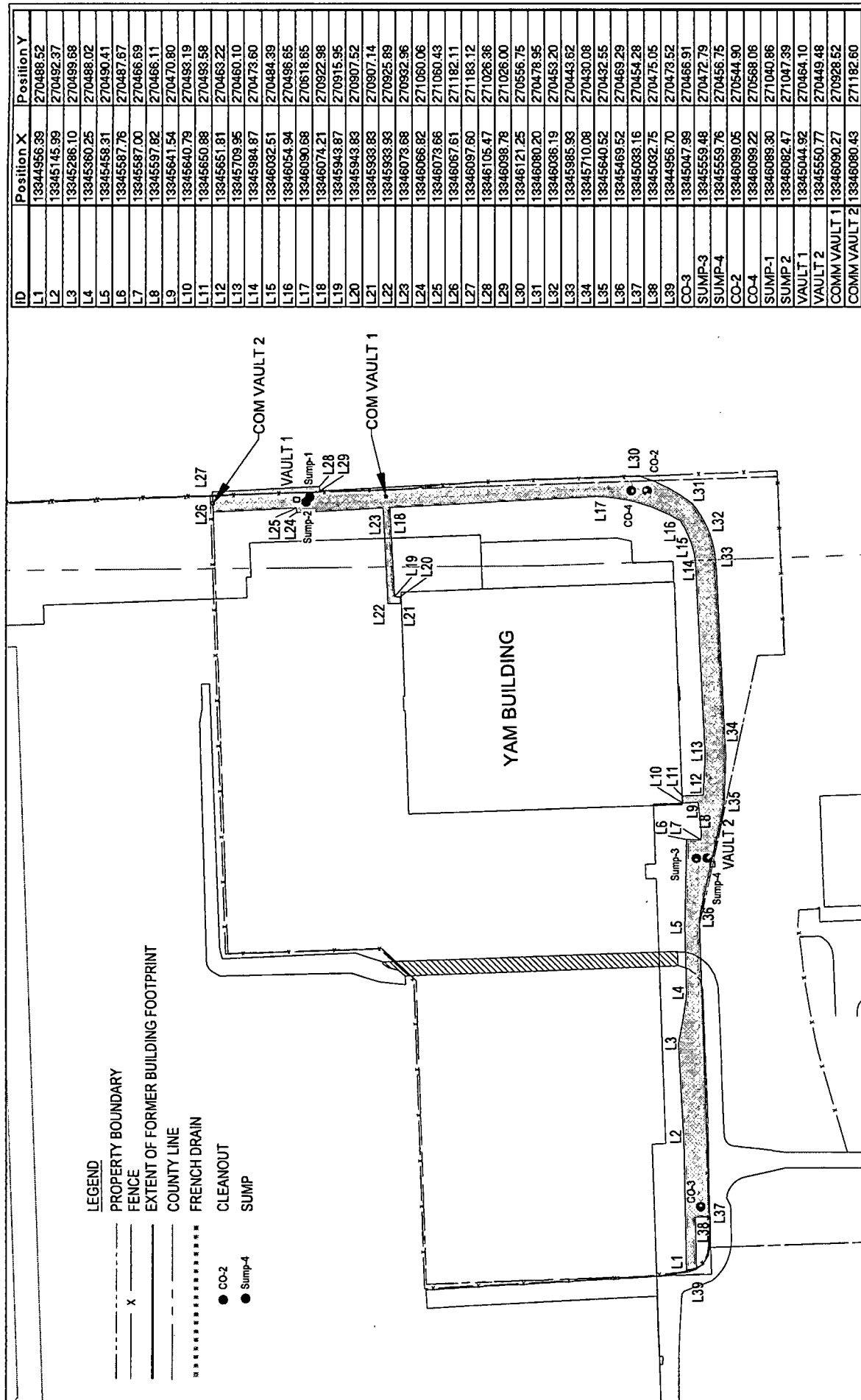
**EXHIBIT 6a**  
**STORM SEWER AREAS**

| ID  | Position X  | Position Y |
|-----|-------------|------------|
| L1  | 13344947.43 | 270512.56  |
| L2  | 13344999.48 | 270514.95  |
| L3  | 13344998    | 270591.61  |
| L4  | 13344992.45 | 270871.63  |
| L5  | 13345012.44 | 270872.3   |
| L6  | 13345018    | 270591.99  |
| L7  | 13345019.48 | 270515.54  |
| L8  | 13345333.03 | 270519.7   |
| L9  | 13345609.23 | 270531.69  |
| L10 | 13345599.38 | 270689.56  |
| L11 | 13345591.36 | 270921.1   |
| L12 | 13345587.21 | 270981.29  |
| L13 | 13345617.7  | 271166.63  |
| L14 | 13345638.08 | 271167.31  |
| L15 | 13345607.33 | 270980.35  |
| L16 | 13345611.34 | 270922.14  |
| L17 | 13345619.37 | 270690.25  |
| L18 | 13345629.82 | 270522.77  |
| L19 | 13345630.78 | 270475.12  |
| L20 | 13345984.65 | 270490.45  |
| L21 | 13345978.71 | 270652.65  |
| L22 | 13345972.88 | 270898.72  |
| L23 | 13345968.88 | 271014.04  |
| L24 | 13345961.95 | 271154.15  |
| L25 | 13345954.26 | 271177.92  |
| L26 | 13345975.05 | 271178.62  |
| L27 | 13345981.79 | 271157.79  |
| L28 | 13345988.87 | 271014.88  |
| L29 | 13345992.87 | 270899.3   |

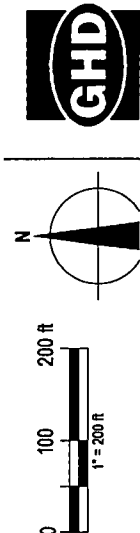
| ID        | Position X  | Position Y |
|-----------|-------------|------------|
| L30       | 13345998.7  | 270653.25  |
| L31       | 13346004.13 | 270505.04  |
| L32       | 13346059.21 | 270562.65  |
| L33       | 13346073.67 | 270548.83  |
| L34       | 13345999.31 | 270471.07  |
| L35       | 13345611.19 | 270454.25  |
| L36       | 13345610.05 | 270511.71  |
| L37       | 13345333.59 | 270499.71  |
| L38       | 13345020.17 | 270495.55  |
| L39       | 13345021.74 | 270453.52  |
| L40       | 13345002.26 | 270453.08  |
| L41       | 13345000.18 | 270494.96  |
| L42       | 13344948.83 | 270492.61  |
| 20        | 13345008    | 270591.8   |
| 763       | 13345009.67 | 270505.41  |
| 35        | 13345333.31 | 270509.71  |
| 24        | 13345619.84 | 270522.15  |
| 29        | 13345620.98 | 270464.69  |
| 866       | 13345609.37 | 270689.91  |
| 860       | 13345601.35 | 270921.62  |
| 353       | 13345597.27 | 270980.82  |
| 342 (861) | 13345995    | 270481.03  |
| 340       | 13346066.44 | 270555.74  |
| 36        | 13345988.7  | 270652.95  |
| 859       | 13345982.87 | 270899.01  |
| 858       | 13345978.87 | 271014.46  |
| 857       | 13345971.87 | 271155.97  |

NOTE: CURRENT HORIZONTAL DATUM: SPCS MI SOUTH NAD 83 INTERNATIONAL FEET

Exhibit 7



NOTE: CURRENT HORIZONTAL DATUM: SPCS MI SOUTH NAD 83 INTERNATIONAL FEET.



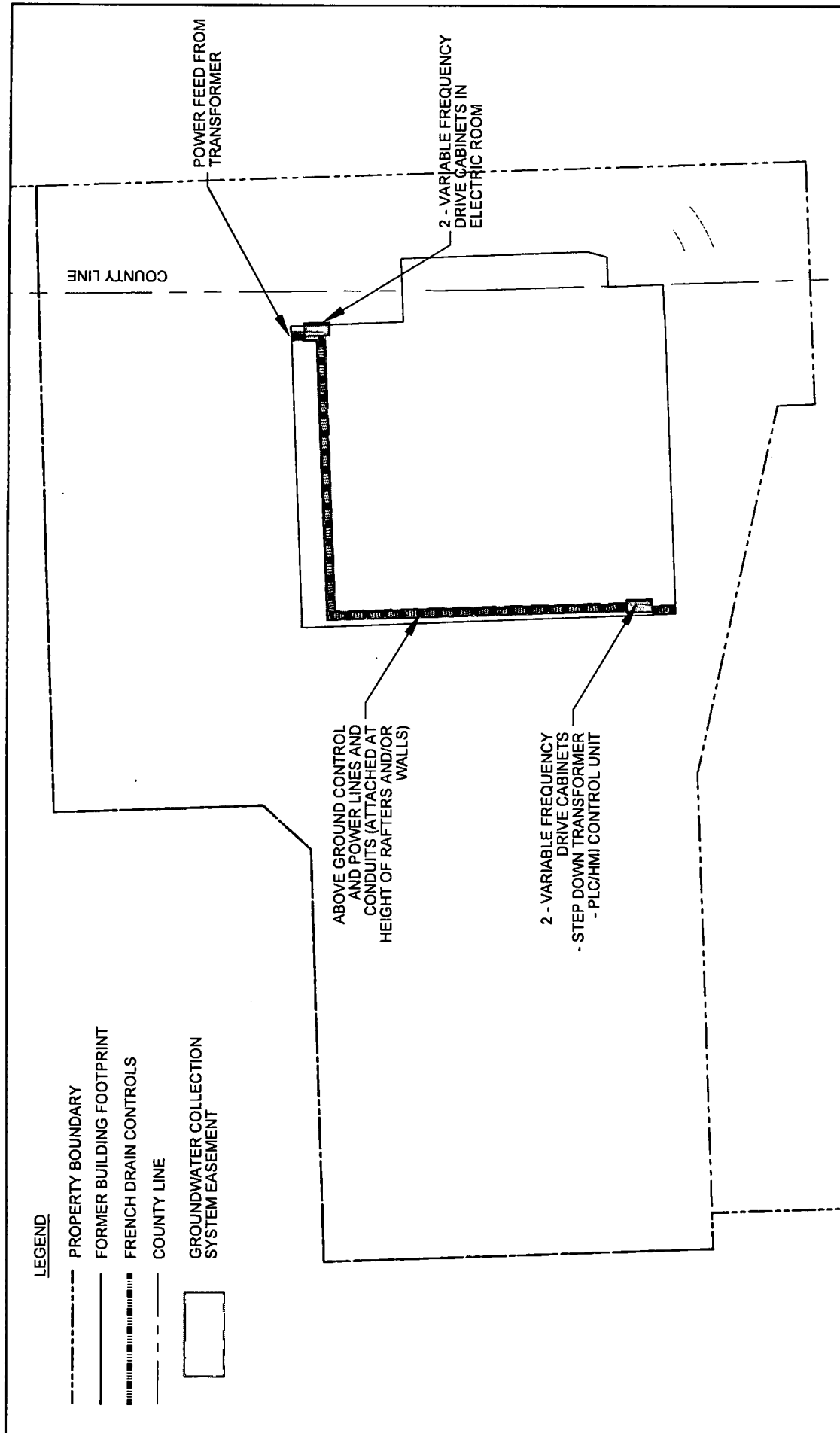
FORMER POWERTRAIN PLANT  
YPSILANTI, MICHIGAN

RESTRICTIVE COVENANT  
LOCATION OF GROUNDWATER  
MANAGEMENT SYSTEM

Project No. 11223073  
Date January 2023

EXHIBIT 7

Exhibit 7a



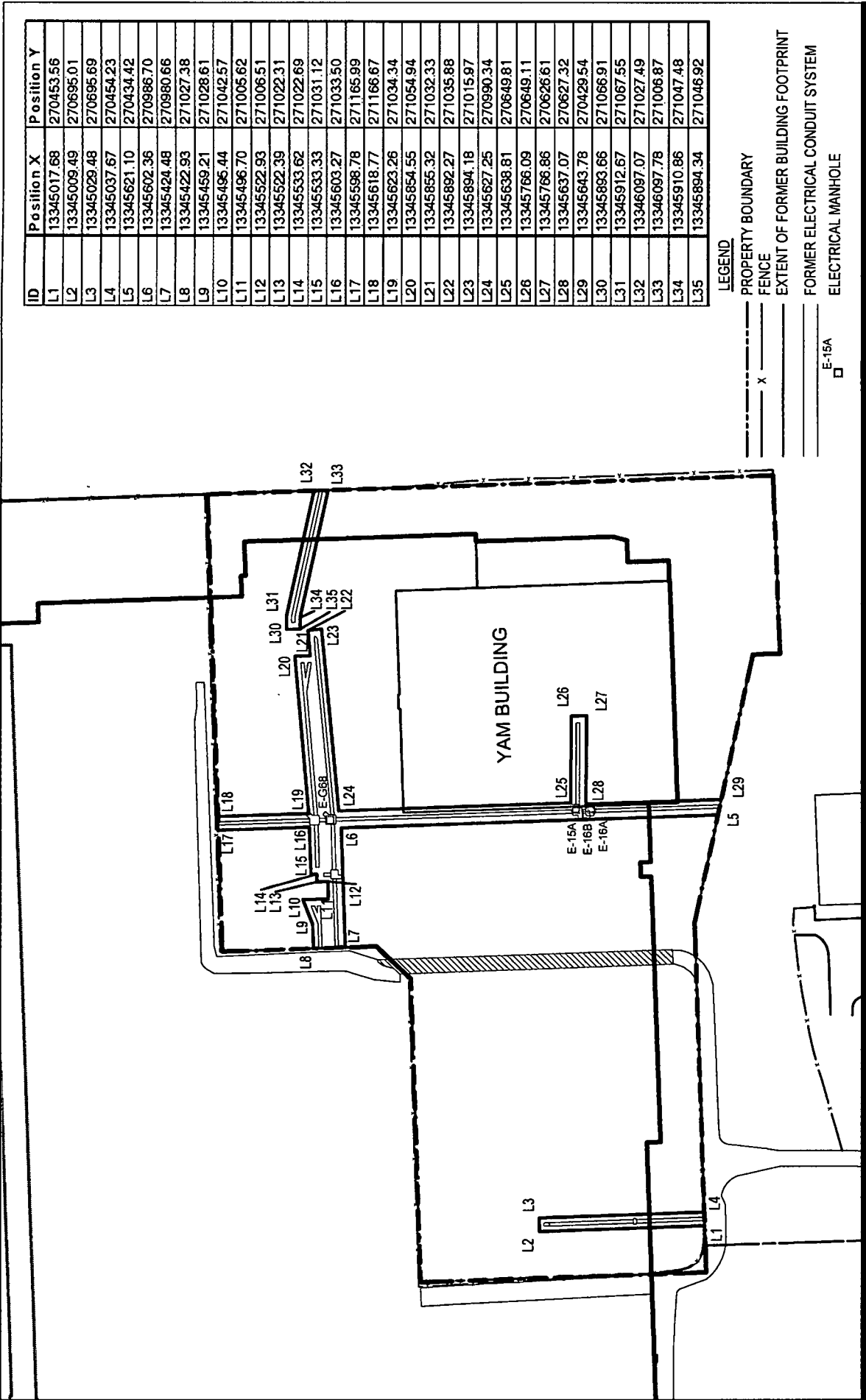
11211446-2020  
Jan 24, 2023

FORMER POWERTRAIN PLANT  
YPSILANTI, MICHIGAN  
GROUNDWATER COLLECTION SYSTEM  
CONTROLS INSIDE YAM BUILDING



Exhibit 7a

Exhibit 8



NOTE: CURRENT HORIZONTAL DATUM: SPCS MI SOUTH NAD 83 INTERNATIONAL FEET.

FORMER POWERTRAIN PLANT  
YPSILANTI, MICHIGAN

RESTRICTIVE COVENANT  
LOCATION OF FORMER ELECTRICAL  
DUCT SYSTEM

Project No. 11223073  
Date January 2023

**GHD**

N

0 100 200 ft  
1" = 200 ft

Page 24 of 26

EXHIBIT 8

EXHIBIT 9  
RACER'S AND TRUST'S CONSENT TO MODIFICATION

RACER Properties LLC and the Trust hereby consents to the recording of this Restrictive Covenant.

RACER PROPERTIES LLC

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

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

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

\*\*\*\*\*  
STATE OF Michigan  
COUNTY OF Wayne } ss.

The foregoing instrument was acknowledged before me this 23 day of July, 2024, by ELLIOTT P. LAWS, not individually, but acting solely in his capacity as Managing Member of EPLET, LLC, a Delaware limited liability company, acting solely in its capacity as Administrative Trustee of Revitalizing Auto Communities Environmental Response Trust, a New York trust, as Sole Member of RACER Properties LLC, a Delaware limited liability company, on behalf of said limited liability company and said trust.

TRACIE L NICHOLS  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires 03-19-2029  
Acting in the County of Wayne

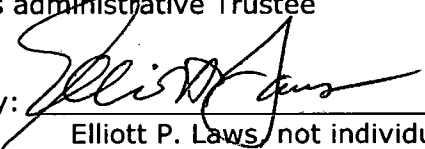
[Signature] TRACIE L NICHOLS  
Notary Public Signature  
Name of Notary Public Tracie Nichols  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires: 3/19/29  
Acting in the County of Wayne

Signatures continued on following page

**TRUST**

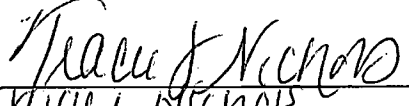
**REVITALIZING AUTO COMMUNITIES  
ENVIRONMENTAL RESPONSE TRUST**, a trust  
formed under the laws of the State of New  
York

By EPLET, LLC, acting solely in its capacity  
as administrative Trustee

By:   
Elliott P. Laws, not individually,  
but acting solely in his capacity as  
Managing Member

Michigan  
STATE OF Michigan )  
COUNTY OF Wayne ) ss:  
Wayne

The foregoing instrument was acknowledged before me this 23 day of July,  
2024, by Elliott P. Laws, not individually, but acting solely in his capacity as Managing Member  
of EPLET, LLC, acting solely in its capacity as administrative trustee of the Revitalizing Auto  
Communities Environmental Response Trust, a trust formed under the laws of the State of  
New York, on behalf of the Trust.

Notary's signature:  TRACIE L. Nichols  
Notary's Name: Tracie L. Nichols  
Notary Public, State MICHIGAN Michigan  
County of Wayne Wayne  
My commission expires: 3/19/29 3/19/29  
Acting in Wayne, County

TRACIE L. NICHOLS  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires 03-19-2029  
Acting in the County of Wayne