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Bernard J. Youngblood
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FIRST AMENDED AND RESTATED DECLARATION OF RESTRICITVE COVENANT

WCS-1051188 KAYCO PAC

**FIRST AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANT**

EGLE Reference Number: RC-OWMRP-111-21-002USEPA ID
Number: MID 005356621

This First Amended and Restated Declaration of Restrictive Covenant (First Amended Restrictive Covenant) restates in its entirety and then selectively amends the original Declaration of Restrictive Covenant recorded April 9, 2019 at Liber 54974 pages 250 through 279 (MDEQ – now EGLE Reference Number: RC-111-19-002) (the 2019 Restrictive Covenant). To the extent this First Amended Restrictive Covenant conflicts with the 2019 Restrictive Covenant, the terms of this First Amended Restrictive Covenant shall govern and control.

This First Amended Restrictive Covenant is made to protect 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 administrative rules promulgated pursuant to those Parts, Michigan Administrative Code (MAC) R 299.9101 *et seq.* and MAC R 299.5101 *et seq.*; and the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq.* (collectively, RCRA).

This First Amended Restrictive Covenant is made by RACER Properties LLC, the Grantor, an entity wholly owned by the Revitalizing Auto Communities Environmental Response Trust (RACER Trust), whose address is 1505 Woodward Avenue, Suite 200, Detroit, MI 48226, and which is the current fee title holder of the Property, for the benefit of the Grantee, State of Michigan, Department of Environment, Great Lakes and Energy (EGLE), whose address is 525 West Allegan Street, P.O. Box 30473, Lansing, MI 48909-7973.

This First Amended Restrictive Covenant is made to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination and to prevent damage to or disturbance of any component of the constructed remedy/corrective measures at a certain parcel of real property located at 12950 Eckles Road, Livonia, MI 48150, Tax Parcel 46-118-99-0001-004, legally described and illustrated in **Exhibit 1** (Property or Site). The Property is a portion of the former General Motors Corporation Delphi Chassis Systems Facility, MID 005356621, which has undergone or is undergoing RCRA Corrective Action. Given the former facility's long history of industrial use, recording this First Amended Restrictive Covenant is designed to: 1) prohibit or restrict activity that could result in unacceptable exposures to environmental contamination potentially located on the Property; 2) assure that the use of the Property is consistent with the exposure assumptions for establishment of nonresidential cleanup criteria established under MCL 324.20120a(1)(b); 3) prevent (i) interference with corrective measures being implemented on the Property and (ii) exacerbation of current environmental conditions on the Property; 4) require any owner or tenant of the Property to assess the potential for vapor intrusion or install a vapor mitigation system prior to building any new structures; and 5) require any future work or other activities on the Property by or for Owner, to be conducted in conformance with: i) applicable EGLE soil relocation requirements including but not limited to Part 111, Subtitle C of RCRA, the administrative rules promulgated pursuant to Part 111, RCRA, and all other relevant state and federal laws, including but not limited to MCL 324.20120c, and any related 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 Code of Federal Regulations (CFR) Part 1910.

The land and resource use restrictions contained in this First Amended Restrictive Covenant are based upon information available to the United States Environmental Protection Agency (USEPA) and EGLE and the corrective actions approved by USEPA at the time this document was recorded. Failure of the corrective measures to achieve and maintain the cleanup criteria, exposure controls and requirements specified in the approved corrective action; 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 First Amended Restrictive Covenant not being protective of public health, safety and welfare, and the environment. Additional restrictions may become necessary. Information pertaining to the environmental conditions at the Property and any corrective measures undertaken at the Property is on file with the USEPA Region 5, Land, Chemicals, and Redevelopment Division.

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 (**Exhibit 2**). USEPA and EGLE recommend 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.

As of the date of this First Amended Restrictive Covenant, RACER Trust continues to perform activities in keeping with its goal to obtain from USEPA a formal RCRA "Corrective Action Complete with Controls" determination for the Property.

Summary of Corrective Measures

The Property was part of a larger automotive components manufacturing facility previously owned and operated by General Motors Corporation (GMC) and known as the Delphi Chassis Systems Facility (Larger Facility).

Hazardous substances and contaminants including chromium, nickel, boron, perfluorooctane sulfonic acid (PFOS), and perfluorooctanoic acid (PFOA) have been detected at the Property at concentrations above generic residential cleanup criteria for applicable exposure pathways. Corrective action has been undertaken to address this contamination. In what is identified and discussed as "Area 1" in Corrective Action Documents, a soil-bentonite and jet grout barrier wall (Barrier Wall) has been installed to assist in controlling the migration of chromium and nickel-impacted groundwater (**Exhibit 3**). The groundwater within the Barrier Wall has been extracted in a French drain collection system and treated at an on-Site treatment plant (collectively referred to as the Groundwater Collection, Treatment, and Discharge System (GCTDS) – **Exhibit 4**), prior to discharge to the Great Lakes Water Authority (GLWA) sanitary sewer. A groundwater monitoring plan has been used to evaluate the effectiveness of the Barrier Wall and French drain collection and treatment system, (see **Exhibit 5** for location of monitoring wells). A proposed redevelopment of the Property (see **Exhibit 6**) that would integrate a new approximately 365,000 square foot building and an HDPE Liner is planned to and may substitute for the historic GCTDS (collectively, Redevelopment) as a means of managing groundwater conditions within the Barrier

Wall. Certain components of the existing GCTDS will be relocated to an alternate location to make way for construction of the proposed Redevelopment. The GCTDS in the current and alternate location will be operated by RACER Trust at least until completion of the Redevelopment and groundwater conditions have been stabilized. The proposed HDPE liner, temporary groundwater treatment system pad, related monitoring wells, and contingent groundwater management facilities including a Northern French Drain System (NFDS) contingency and a Permeable Reactive Gate (PRG) contingency are depicted on **Exhibit 7**. Certain monitoring wells identified on **Exhibit 8** are no longer required and will be removed or abandoned during construction of the Redevelopment. Groundwater conditions on the Site will continue to be monitored using monitoring wells identified on **Exhibit 9** until USEPA approves their removal or abandonment.

USEPA and RACER Trust entered into a RCRA Section 3008(h) Performance-based Administrative Order on Consent, Docket Number RCRA-05-2011-0025 that pertains to the Property and that became effective September 29, 2011 (Agreement). Pursuant to that Agreement, RACER Trust has continued operation and maintenance of the GCTDS and has completed pilot-scale testing and subsequently full-scale implementation (completed in 2016) of in-situ chemical injection of sodium dithionite and/or sodium sulfide to reduce dissolved concentrations of chromium and nickel in Area 1 groundwater. Evaluation of groundwater quality concentration trends continues as well as evaluation of the proposed redevelopment plan and potential of eliminating the GCTDS. Alternative contingency measures (NFDS and/or PRG) will be evaluated and implemented if future monitoring data supports the need for supplemental groundwater management actions. Any such contingency measures required by USEPA will be governed by and protected by this First Amended Restrictive Covenant.

Definitions

"Agreement" shall mean the RCRA Section 3008(h) Performance-based Administrative Order on Consent, Docket Number RCRA-05-2011-0025 between USEPA and RACER Trust effective September 29, 2011.

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

"Grantor" shall mean RACER Properties LLC, an entity wholly-owned by RACER Trust, the current title holder of the Property at the time this First Amended 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" shall mean the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.101 *et seq.*

"Owner" means at any given time the then current fee title holder(s) and the holder(s) of the Property or any portion thereof, including any lessees (and ground lessees) or easement holders and their respective successors or assigns and those persons or entities authorized to act on the title holder's behalf.

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

"Property" shall mean the property legal description which is set forth and illustrated in **Exhibit 1**.

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

"Site" shall have the same meaning as "Property."

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

All other terms used in this document which are defined in Part 111 of NREPA and the Part 111 Administrative Rules or Part 201 of NREPA and the Part 201 Administrative Rules, solely to the extent not inconsistent with the definitions in Part 111 or the Part 111 Administrative Rules, shall have the same meaning in this document as in those statutes and rules as on the date this First Amended Restrictive Covenant is made.

NOW THEREFORE,

Declaration of Land Use or Resource Use Restrictions

Grantor as current fee title holder of the Property hereby declares and covenants that the Property shall be subject to those restrictions on use and resources described below and intends that said restrictions and covenants shall run with the land and may be enforced in perpetuity against the Owner by the following entities: (1) USEPA; (2) EGLE; and (3) RACER Trust.

1. **Land Use Prohibitions.** Owner shall prohibit all uses of the Property that are not compatible with or that are inconsistent with the exposure assumptions for the nonresidential cleanup criteria established pursuant to MCL 324.20120a(1)(b) of NREPA. Uses that are compatible with the nonresidential cleanup criteria are generally described in **Exhibit 10** (Description of Allowable Uses).
2. **Activities Prohibited.** Owner shall prohibit activities on the Property that may result in exposures to hazardous substances above the nonresidential land use cleanup criteria or activities that interfere with, disturb, or damage any element of the corrective measures, including the Barrier Wall, GCTDS, HDPE Liner System, performance of operation and maintenance activities, monitoring, or other measures necessary to ensure the effectiveness and integrity of the completed corrective action. These prohibited activities include:
 - a. *No drinking water 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 USEPA or EGLE approved response activity and for short-term dewatering for construction purposes, provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable environmental laws and does not cause or result in a new release, exacerbation of any pre-existing environmental condition or any other violation of environmental laws.*
- c. *No contaminated soils (if present) may be relocated on the Property except as provided for under Part 201, Section 20120c, MCL 324.20120c.*
- d. *Owner shall 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 or Part 111, except pursuant to a plan, permit, or license approved in writing by USEPA or EGLE, pursuant to those statutory authorities.*
- e. *If Owner elects to remove any slabs, pavement or other impervious surface on the Property, Owner shall be responsible for any and all obligations under environmental laws arising from any such removal, alteration, or disturbance, whether caused by, arising from, or related to, an environmental condition.*
- f. *Owner shall prohibit construction and/or occupancy of any new structure, including buildings, basements, and/or additions to existing structures on the Property unless such construction and/or occupancy incorporates engineering controls designed to eliminate the potential for subsurface vapor phase contaminants or hazardous substances to migrate into the new structure at concentrations greater than the appropriate concentrations protective of public health; or unless prior to construction and/or occupancy of any structure, an evaluation of the potential for any contaminants or hazardous substances to volatilize into indoor air assures the protection of persons who may be present in the buildings. Prior to conducting any activity that may increase the potential for any human exposures, Owner must submit to USEPA and EGLE for approval documentation of compliance with the above requirements, and submit to RACER Trust with a copy to USEPA or EGLE as appropriate this documentation of compliance and evidence of either USEPA's or EGLE's written approval of such compliance.*

If Owner relies on engineering controls to address potential soil vapor intrusion, Owner shall thereafter operate and maintain those engineering controls in accordance with applicable standards and criteria, for the purpose of mitigating the potential intrusion of soil vapor into any occupied building on the property after the date of this First Amended Restrictive Covenant until it is determined by USEPA or EGLE that engineering controls are no longer necessary for protection of human health.

Owner agrees to maintain records of its operation and maintenance activities and shall timely supply copies of any records that document such operation and maintenance upon request from USEPA, EGLE, or RACER Trust.

- g. *Owner will not remove, disturb, interfere with, perform work over, or damage any components of the Barrier Wall, the GCTDS or monitoring wells currently on or to be constructed on the Property as identified in **Exhibit 9**, and the Storm Sewer*

Liner described in **Exhibit 11** or any other corrective action that may be installed/present in the future pursuant to USEPA approval (i.e., NFDS or PRG), except if a Work Plan for such activity is submitted to and approved in advance by USEPA and RACER Trust in writing and such activity: (i) is performed in accordance with any conditions of approval; (ii) is temporary (i.e., less than sixty (60) days in duration); (iii) is conducted in accordance with all applicable environmental laws; (iv) does not cause or result in a new release; and (v) does not cause exacerbation of any pre-existing environmental condition or any other violation of environmental laws; and any disturbance is repaired to at least the pre-disturbance condition within fourteen (14) days of work completion. Owner will repair, relocate, or replace as necessary and be responsible for any consequential damages relating to any components of the Barrier Wall, the existing GCTDS or monitoring wells (see **Exhibit 4**) and the NFDS or PRG if installed, and the temporary groundwater treatment system and pad (see **Exhibits 13, 14, and 15**), if disturbed, damaged, or destroyed by Owner.

Any Work Plan for an activity near the Barrier Wall submitted pursuant to this provision shall at a minimum address the following: the minimum horizontal distance an open excavation must be located from either edge of the Barrier Wall; the slope stability of any excavation near the Barrier Wall including the possible use of shoring; and groundwater control during implementation. Protrusions through the Barrier Wall are prohibited except if the activity plan demonstrates that the protrusion will not result in any unacceptable disturbance to the Barrier Wall and the plan is approved in accordance with this paragraph (2.g). See **Exhibit 3** for more detailed requirements.

- h. *Owner shall not construct or install subgrade utilities, structures, or other features within the interior of the Barrier Wall* except if a plan for such activity is submitted to and approved in advance by USEPA and RACER Trust in writing. The construction must incorporate engineering controls designed to eliminate the potential for perched water to enter the utility and/or migrate along the utility corridor or for the utility/structure/feature to release fluids that could infiltrate through the subsurface and exacerbate impacts to groundwater.
 - i. *Owner shall not remove any existing storm water pipe liners, inlet seals, or storm sewer bulkheads* and Owner shall not use any existing storm water inlets or subsurface storm water sewer piping except as described in Section 5, below.
3. **Contaminated Soil Management.** Owner shall manage contaminated soils, media, and/or debris (if present) 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 or regulations promulgated pursuant to Part 111 and RCRA and all other relevant state and federal laws, including but not limited to MCL 324.20120c and any applicable Materials Management Plan. This provision regarding contaminated soil/media/debris management also applies in the event that Owner elects to remove any slabs, pavement, or other impervious surface on the Property.
 4. **Infiltration Management.** Owner shall retain all impervious or partially impervious surfaces existing within the Barrier Wall area as of February 2021 (Existing Barrier Wall Area Land Surface Cover). Removal of the Existing Barrier Wall Area Land Surface Cover or otherwise increasing infiltration within the Barrier Wall area has the potential to negatively

impact groundwater contaminant migration as it may result in an increase in recharge to groundwater. Therefore, the Existing Barrier Wall Area Land Surface Cover, or as the surface cover is improved at a later date by RACER Trust or Owner, shall be retained in order to minimize infiltration. New or different land surface cover that is equally or more effective as the Existing Barrier Wall Area Land Surface Cover in preventing infiltration may be installed if the new or different cover is approved in advance in writing by USEPA and RACER Trust and all work is performed in accordance with any conditions of approval.

In addition, any construction on or in the vicinity of the Existing Barrier Wall Area Land Surface Cover shall direct run-off of any precipitation to outside of the Barrier Wall area.

5. Storm Sewer Migration Pathway. In 2018, the former owner of the adjoining parcel to the east (Former Owner) installed a new liner in the 72" storm water line at the location described in **Exhibit 11** to prevent migration of contaminated groundwater or surface water from the Property into and within that 72" line. Former Owner performed such work to address a potential path of migration created by its removal of a pre-existing bulkhead in that storm sewer during prior construction work on the adjoining parcel. Owner shall not take any action to disturb, disrupt, or otherwise render ineffective that lining system and may not alter, add on to or change that system in any way without written approval from USEPA and RACER Trust. Owner understands, acknowledges, and agrees that Owner and all future Owners, and not RACER Trust, shall comply with and perform all applicable maintenance and repair obligations and take whatever actions are necessary to ensure no migration of contamination and no leaking of groundwater is allowed in the future within the 72" storm sewer (see **Exhibit 12**).
6. NFDS, PRG, and Temporary Groundwater Treatment System and Pad (TGTSP). Owner shall not obstruct or interfere with access to the areas designated for construction, repair, or maintenance of the NFDS, PRG, or TGTSP in the areas described on Exhibit 7. Conditions applicable to the planned or potential installation of the NFDS, PRG, and TGTSP are as follows:
 - a. The NFDS components generally depicted on Exhibit 13 will be installed before construction of the driveway and truck docks in the Redevelopment Plan (Exhibit 6). Owner shall provide locations for connection of electric power and sanitary discharge in or near the proposed building if RACER Trust elects, at a later date, to install pumps, controls, and related equipment necessary to operate the proposed NFDS. RACER Trust shall pay its costs to design and install these components and to operate this system. Owner shall prohibit all activities on the Property within the area described on Exhibit 13 that may disturb, disrupt, or obstruct installation of any component of the NFDS and once constructed may not alter, add on to, or change those systems in any way without written approval from USEPA, EGLE, and RACER Trust.
 - b. The proposed PRG would be installed, if necessary, in the existing Barrier Wall at a location within the area depicted on Exhibit 14 after construction of the Development is completed. RACER Trust shall pay its costs to design and install these components and to operate this system. Owner shall prohibit all activities on the Property within the area described on Exhibit 14 that may disturb, disrupt, or obstruct installation of any component of the PRG and once constructed may not alter, add on to or change those systems in any way without written approval from USEPA, EGLE, and RACER Trust.

- c. The existing GCTD has been operating to manage contaminated groundwater from within the Barrier Wall. The groundwater collection portion of the GCTD (consisting of a below grade perforated drain pipe at an elevation of about 684 and sump (Groundwater Treatment Plant or GWTP Sump identified on Exhibit 4) will remain in operation for the duration of the Construction of the Redevelopment Plan and at least until groundwater conditions have stabilized. Owner shall prohibit all activities on the Property within the area described on Exhibit 4 that may disturb, disrupt, or obstruct installation of any component of the GCTD and may not alter, add on to, or change those systems in any way without written approval from USEPA, EGLE, and RACER Trust. The bag filters and activated carbon vessel within the treatment building will be relocated into a new trailer/structure on a gravel pad as depicted on Exhibit 15 and operated at least until groundwater conditions have stabilized. Owner shall prohibit all activities on the Property within the area described on Exhibit 15 that may disturb, disrupt, or obstruct installation of any component of the relocated GCTDS (the TGTSP) and once constructed may not alter, add on to, or change those systems in any way without written approval from USEPA, EGLE, and RACER Trust.
7. Groundwater Management Contingencies. Implementation of the proposed Redevelopment is intended to reduce or prevent the need to pump any groundwater from within the area inside the Barrier Wall. In the event that it is determined, based on an evaluation of groundwater conditions and the effectiveness of the Redevelopment, that further groundwater control is required, continued operation of the GCTDS may be required, or the NFDS (**Exhibit 13**) and/or the PRG (**Exhibit 14**) may be installed and/or put into operation to assist in managing groundwater within the area inside the Barrier Wall. Owner shall not take any action to obstruct or interfere with access to the areas designated for construction, repair, or maintenance of the NFDS or PRG (see **Exhibits 13 and 14**) and shall not disturb, disrupt, or otherwise render ineffective the NFDS or PRG and may not alter, add on to, or change those systems in any way without written approval from USEPA, EGLE, and RACER Trust.
8. Barrier Wall Protection. The existing Barrier Wall (**Exhibit 3**) is an integral component of the environmental protection system for the Property. Owner shall not take any action to obstruct or interfere with access to the areas designated for construction, repair, or maintenance of the Barrier Wall and shall not disturb, disrupt, or otherwise render ineffective the Barrier Wall or alter, add on to or change that system in any way without written approval from USEPA, EGLE, and RACER Trust.
9. Compliance with this First Amended Restrictive Covenant and Applicable Due Care Obligations. Owner shall at all times comply with the conditions and restrictions of this First Amended Restrictive Covenant and the applicable Due Care obligations under NREPA MCL 324.20107a and R 299.51003 of the Part 201 Administrative Rules and under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 *et seq.* Owner agrees to maintain records of its applicable due care activities and shall timely supply copies of any records documenting such compliance upon request from USEPA, EGLE or RACER Trust.
10. Access. Owner shall grant to USEPA, EGLE and RACER Trust the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with this First Amended Restrictive Covenant, including the right to take samples, inspect

the operation of corrective measures and inspect any records relating thereto, and perform any actions necessary to maintain compliance with RCRA, Parts 111 and 201, and other applicable state and federal laws and regulations.

11. Transfer of Interest. Owner shall provide notice to USEPA, EGLE and RACER Trust (at the addresses provided in Paragraph 12) of Owner's intent to transfer any interest in the Property, or any portion thereof, at least fourteen (14) business days prior to consummating such conveyance. A conveyance of title, easement, assignment, or other interest in the Property shall not be consummated by Owner without adequate and complete provision for compliance with the terms and conditions of this First Amended Restrictive Covenant and the applicable provisions of Section 20116 of the NREPA. Owner shall include in any instrument conveying any interest in any portion of the Property, including, but not limited to, deeds, leases, and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A
FIRST AMENDED AND RESTATED DECLARATION OF RESTRICTIVE
COVENANT DATED _____ [month, day, year], AND
RECORDED WITH THE WAYNE COUNTY REGISTER OF DEEDS,
LIBER _____, PAGE _____.**

Note that the "transfer of interest" provisions in this Section 7 are not intended to and neither diminish nor enlarge any property or transactional rights of any holder of any easement interest, which rights are solely defined by the terms of any such easement.

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

12. Notices. Any notice, demand, request, consent, approval or communication that is required to be made or obtained under this First Amended Restrictive Covenant shall: be made in writing; include a statement that the notice is being made pursuant to the requirements of this First Amended Restrictive Covenant; include the Michigan Facility MID Number: MID 005356621 and EGLE Reference Number: RC-OWMRP-111-21-002; and shall be served either personally or sent via first class mail, postage prepaid, as follows:

For USEPA:

Director
Land, Chemicals, and Redevelopment Division (LCRD-16J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

with a copy to:

Office of Regional Counsel (C-14J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

For EGLE:

Hazardous Waste Section Director
Materials Management Division
Michigan Department of Environment, Great Lakes, and Energy
P.O. Box 30241
Lansing, MI 48909-7741

For RACER Trust:

Michigan Cleanup Manager
RACER Trust
1505 Woodward Avenue, Suite 200
Detroit, MI 48226

With a copy to:

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

13. Term. This First Amended Restrictive Covenant shall run with the Property and be binding on Owner and all current and future successors, lessees, easement holders, their assigns and their authorized agents, employees or persons acting under their direction and control. This First Amended Restrictive Covenant may only be modified or rescinded with the written approval of USEPA or EGLE, as applicable, and RACER Trust. Owner, USEPA, EGLE and/or RACER Trust each shall have the right as "claimants" under MCL 565.103 to record any notices required by MCL 565.103 to preserve and keep effective the restrictions of record herein.
14. Enforcement. Grantor and RACER Trust are entitled to enforce the restrictions and covenants of this First Amended Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against subsequent Owners of all or part of the Property. Grantor, on behalf of itself and its successors in title, intends and agrees that USEPA and EGLE are entitled to enforce the restrictions and covenants in this First Amended Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against Grantor, as Owner, and thereafter against subsequent Owners of all or part of the Property. All remedies available hereunder shall be in addition to any and all other remedies at law or equity.
15. Third Party Beneficiary. Grantor, on behalf of itself and its successors and assigns, hereby agrees that the United States, acting by and through USEPA, its successors and assigns shall be a third party beneficiary (Third Party Beneficiary) of all the benefits and rights set out in the restrictions, covenants, easements, exceptions, notifications, conditions and agreements herein, and that the Third Party Beneficiary shall have the right to enforce the restrictions described herein as if it was a party hereto. No other rights in third parties are intended by this First Amended Restrictive Covenant and no other person or entity shall have any rights or authorities hereunder to enforce these restrictions, terms, conditions, or obligations beyond Grantor, EGLE, their successors and assigns, and the Third-Party Beneficiary.

16. USEPA Entry and Access. Nothing in this First Amended Restrictive Covenant shall limit or otherwise affect USEPA's right of entry and access or authority to undertake actions under RCRA, CERCLA or the National Contingency Plan (40 CFR Part 300) and any successor statutory or regulatory provisions or other state or federal law. Grantor consents to officers, employees, contractors and authorized representatives of USEPA entering and having continued access to this Property for the purposes described in Paragraph 10 (Access) of this First Amended Restrictive Covenant.
17. Modification/ Release/Rescission. Grantor or Owner may request in writing to USEPA or EGLE, as applicable, and RACER Trust at the addresses provided in Paragraph 12, modifications to, or release or rescission of, this First Amended Restrictive Covenant. This First Amended Restrictive Covenant may be modified, released, or rescinded only with the written approval of USEPA or EGLE, as applicable, and RACER Trust. Any approved modification to, or release or rescission of this First Amended Restrictive Covenant shall be filed with the appropriate Registrar of Deeds by the Grantor or Owner and a certified copy shall be returned to USEPA, EGLE, and RACER Trust at the addresses provided Paragraph 12
18. Severability. If any provision of this First Amended Restrictive Covenant is held to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions of this First Amended Restrictive Covenant and all other provisions shall continue to remain in full force and effect.
19. Limitation on Liability. RACER Trust's, RACER Properties LLC's, and the Administrative Trustee's liability under this First Amended Restrictive Covenant is limited by the terms and conditions of the Settlement Agreement, which are incorporated herein by reference.
20. Authority to Execute First Amended Restrictive Covenant. The undersigned person executing this First Amended Restrictive Covenant represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this First Amended Restrictive Covenant.
21. Miscellaneous.
 - a) Controlling Law. The interpretation and performance of this First Amended Restrictive Covenant shall be governed by the laws of the United States as to the obligations referred to in the Agreement and the laws 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 First Amended Restrictive Covenant are in addition to other rights and remedies that may be available, including, but not limited to, administrative and judicial remedies under RCRA, CERCLA, Part 111 or Part 201.
 - b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this First Amended Restrictive Covenant shall be liberally construed to affect the purpose of this First Amended Restrictive Covenant and the policy and purpose of RCRA and the land use restrictions and prospective use limitations required by Part 111. If any provision of this First Amended Restrictive Covenant is found to be ambiguous, an interpretation consistent with the purpose

of this First Amended Restrictive Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

- c) Entire Agreement. This First Amended Restrictive Covenant and its attachments and appendices supersede all prior discussions, negotiations, understandings or agreements relating specifically to this First Amended Restrictive Covenant, all of which are merged herein.

[signature page follows]

IN WITNESS WHEREOF, RACER Properties LLC has caused this First Amended Restrictive Covenant, EGLE Reference Number: RC-OWMRP-111-21-002, to be executed on this 4th day of May, 2021.

RACER PROPERTIES LLC

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

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

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

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 28 day of April, 2021, by ELLIOTT P. LAWS, as Managing Member of EPLET, LLC, acting solely in its representative capacity as Administrative Trustee of Revitalizing Auto Communities Environmental Response Trust as Sole Member of RACER Properties LLC, a Delaware limited liability company, on behalf of the company.

[Signature]
Acting in the County of Wayne
My Commission Expires 03-19-2023
County of Wayne
Notary Public, State of Michigan
TRACIE L. NICHOLS

[Signature]
Notary Public Signature
Name of Notary Public TRACIE L. NICHOLS
Notary Public, State of Michigan
County of Wayne
My Commission Expires: 3/19/2023
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:
Carl Garvey, General Counsel
RACER Trust
1505 Woodward Avenue, Suite 200
Detroit, MI 48226

When Recorded Return To: P. Padgett
First American Title Insurance Company
National Commercial Services
900 Wilshire Drive, Suite 260
Troy, MI 48064
File No. NCS 1051188

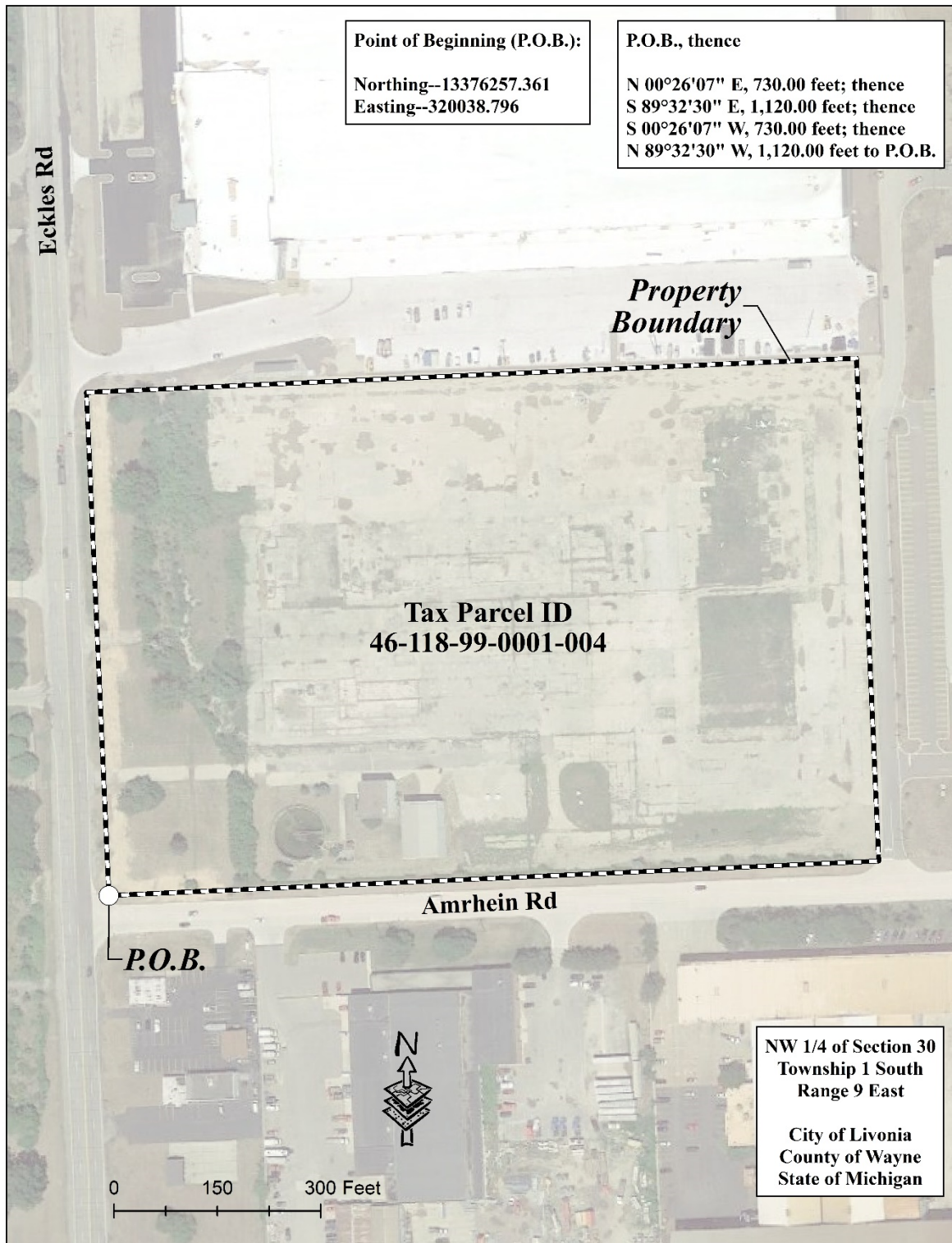
LIST OF EXHIBITS

- 1 ILLUSTRATION AND LEGAL DESCRIPTION OF PROPERTY
- 2 HAZARDOUS SUBSTANCES AND CONTAMINANTS ABOVE CRITERIA IN SOIL AND GROUNDWATER
- 3 DESCRIPTION, ILLUSTRATION AND LEGAL DESCRIPTION OF BARRIER WALL
- 4 GROUNDWATER COLLECTION, TREATMENT AND DISCHARGE SYSTEM AND LEGAL DESCRIPTION OF FRENCH DRAIN
- 5 MONITORING WELLS - EXISTING
- 6 PROPOSED REDEVELOPMENT PLAN - BUILDING SLAB AND PAVEMENT OVER CONTAINMENT AREA
- 7 PROPOSED LINER, TEMPORARY GROUNDWATER TREATMENT SYSTEM PAD, MONITORING WELLS AND CONTINGENT FRENCH DRAIN AND PERMEABLE REACTIVE GATE
- 8 MONITORING WELLS TO BE ABANDONED BEFORE, DURING OR AFTER REDEVELOPMENT IS COMPLETED
- 9 MONITORING WELLS TO REMAIN OR TO BE INSTALLED TO MONITOR SITE CONDITIONS DURING AND AFTER CONSTRUCTION OF THE PROPOSED REDEVELOPMENT
- 10 DESCRIPTION OF ALLOWABLE USES
- 11 LOCATION OF NEWLY LINED 72" STORM WATER LINE
- 12 72" STORM SEWER LINER O&M INSPECTION SCHEDULE AND MAINTENANCE
- 13 NORTHERN FRENCH DRAIN CONTINGENCY
- 14 PERMEABLE REACTIVE GATE CONTINGENCY
- 15 TEMPORARY GROUNDWATER TREATMENT SYSTEM AND PAD

EXHIBIT 1

ILLUSTRATION AND LEGAL DESCRIPTION OF PROPERTY

[Coordinate System—NAD 1983 State Plane Michigan South FIPS 2113 Int'l Feet]



LEGAL DESCRIPTION OF PROPERTY

A part of the Northwest ¼ of Section 30, Township 1 South, Range 9 East, City of Livonia, County of Wayne, State of Michigan being described as commencing at the West ¼ corner of said Section 30; thence North 00 degrees 26 minutes 07 seconds East, 43.00 feet along the West line of said Section 30; thence South 89 degrees 32 minutes 30 seconds East, 60.00 feet to the Point of Beginning; thence North 00 degrees 26 minutes 07 seconds East, 730.00 feet along the East right-of-way line of Eckles Road (120 feet wide); thence South 89 degrees 32 minutes 30 seconds East, 1,120.00 feet; thence South 00 degrees 26 minutes 07 seconds West, 730.00 feet to the North right-of-way line of Amrhein Road (86 feet wide); thence North 89 degrees 32 minutes 30 seconds West, 1,120.00 feet along said North right-of-way line to the point of beginning.

Containing 18.77 acres of land, more or less.

Tax Parcel ID: 46-118-99-0001-004

Commonly known as: 12950 Eckles Road, Livonia, MI 48150

EXHIBIT 2

HAZARDOUS SUBSTANCES AND CONTAMINANTS ABOVE CRITERIA IN SOIL AND GROUNDWATER

Chromium
Chromium VI
Iron
Manganese
Nickel
Perfluorooctane sulfonic acid (PFOS)
Perfluorooctanoic acid (PFOA)
Sodium
Sulfate
Boron

SOIL

NRDWP- Non-Residential Drinking Water Protection
RDWP – Residential Drinking Water Protection
GSIP – Groundwater Surface Water Interface Protection
NRDC – Non-Residential Direct Contact Criteria
RDC - Residential Direct Contact Criteria
SSBC - Site Specific Background Criteria
SDBL -Statewide Default Background Levels

GROUNDWATER

NRDW – Non-Residential Drinking Water Criteria
RDW – Residential Drinking Water Criteria
GSI – Groundwater Surface Water Interface Criteria

1 – The substances and exceedances listed in this exhibit are based on a comparison of the data for the Property to EGLE Cleanup Criteria Requirements for Response Activity (Formerly the Part 201 Generic Cleanup Criteria and Screening Levels) – Non-Residential Soil and Groundwater Criteria, Table 1 for Groundwater dated December 21, 2020, and Table 2, dated December 30, 2013, GSIP Updated June 25, 2018. However, it is noted that as of the date of this First Amended Restrictive Covenant, USEPA's authorization of the EGLE RCRA Program includes the September 28, 2012 Part 201 Generic Cleanup Criteria.

EXHIBIT 3

DESCRIPTION, ILLUSTRATION, AND LEGAL DESCRIPTION OF BARRIER WALL

Introduction

A slurry wall (including jet grouted portions) (Barrier Wall) has been installed as part of the Property (see illustration and legal description below) corrective measures. The Barrier Wall is approximately 3,300 feet (ft) long, 30 ft deep and 2.5 ft wide. The design parameters of the slurry wall are a density of 130 lbs/ft³ and compressive strength of 3 to 4 psi (430 to 580 psf). The slurry wall is tied into the glaciolacustrine clay layer underlying the surficial fill and the glaciolacustrine sandy deposits that extend to depths of approximately 25 ft. below the existing ground surface (BGS).

There is an existing 18-inch diameter sanitary sewer installed at a depth of approximately 20 to 25 ft BGS at an offset distance of approximately 7 ft from the Barrier Wall generally parallel to the southern boundary of the Property for a length of approximately 80 ft south of the western portion of the Barrier Wall. There is also a lined 72-inch storm sewer installed at a depth of 20 to 25 ft BGS at an offset distance of approximately 13 ft from the Barrier Wall generally parallel to the southern boundary of the Property. A 6-inch gravity discharge line from the Groundwater Treatment Plant (or GWTP) to the sanitary sewer exists at depths of approximately 4 to 10 ft BGS in the vicinity of the existing sewers as well as a sanitary force main discharge line from the parcel to the east occupied by Amazon.

Any subsurface work including probes, drilling, excavation, or the like must be conducted in a manner that does not disturb, undermine, or otherwise adversely impact the integrity and performance of the Barrier Wall and existing sanitary and storm sewers. At no time shall Owner or anyone else conduct any below grade activities of any kind whatsoever within 15 ft either side of the surveyed location of the Barrier Wall, unless such activities are approved in writing by RACER Trust, USEPA, and EGLE. Owner will at all times provide RACER Trust with access and sufficient work areas to conduct any required maintenance, repair, or replacement of the Barrier Wall.

Excavation Recommendations

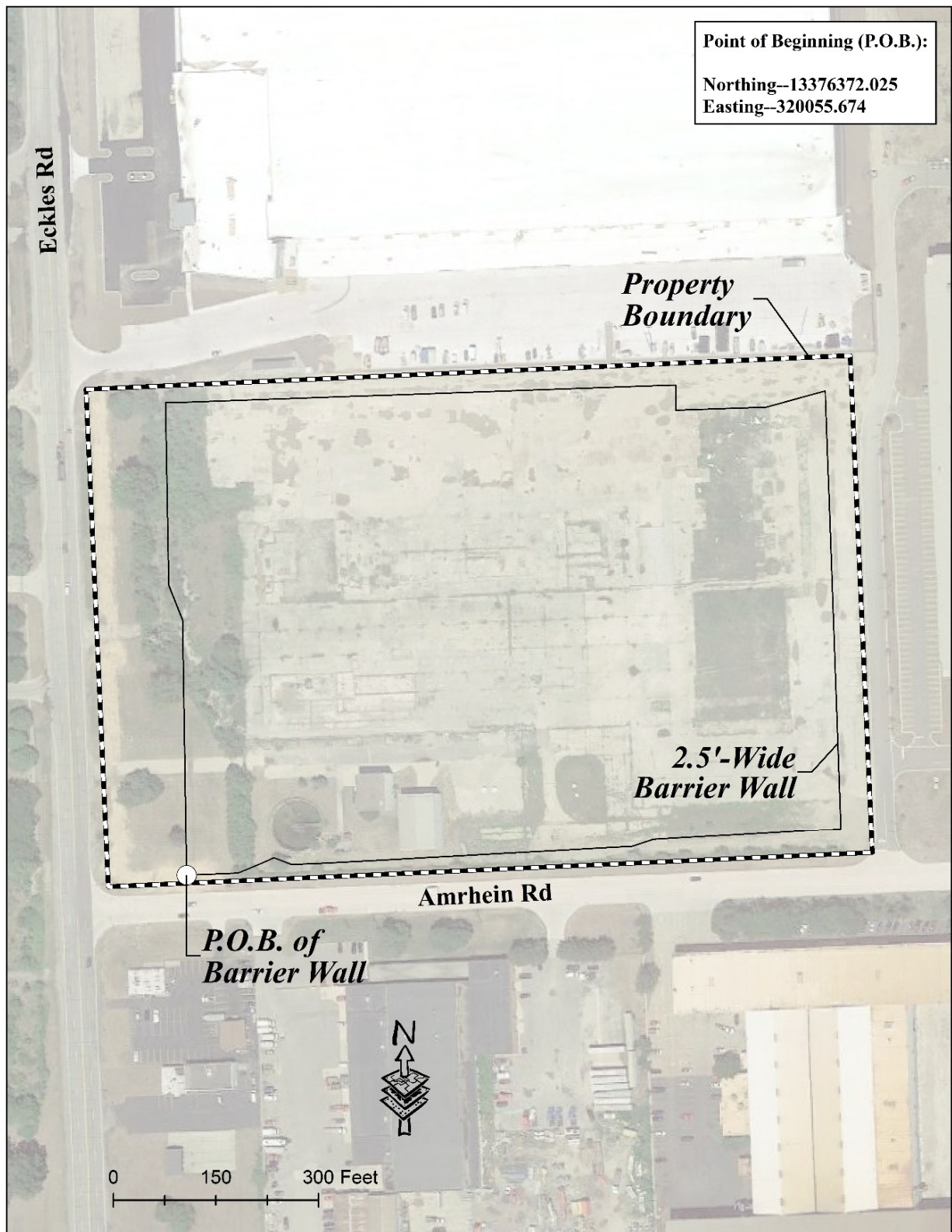
Owner must submit to RACER Trust, USEPA, and EGLE a detailed Work Plan with engineering drawings and all supporting calculations and supporting information for review. Owner shall be responsible for all costs of design, engineering, required investigations, installation work and any other activity performed under the proposed Work Plan. The Work Plan shall include a description of all measures designed to prevent any adverse impacts to the Barrier Wall. Owner shall comply with any conditions of approval of the Work Plan. All work under the Work Plan must comply with and be performed in accordance with applicable Occupational Safety and Health Administration (OSHA) Regulations (Standards - 29 CFR), and any other current federal, state, and local requirements.

Groundwater Control

Groundwater is reported to be at a depth of 6 to 12 ft BGS in the vicinity of the Barrier Wall. If Owner requires work be performed below the groundwater table and if such work is not addressed in an approved Materials Management Plan, Owner must submit a Work Plan to RACER Trust, USEPA, and EGLE that details how and in what manner such dewatering will occur and comply with any conditions of approval issued by RACER Trust, USEPA, or EGLE. At no time may Owner discharge any water from a dewatering operation without obtaining all necessary regulatory approvals and all work under the Work Plan must comply with and be performed in accordance with OSHA Regulations (Standards - 29 CFR), and any other current federal, state, and local requirements.

ILLUSTRATION OF BARRIER WALL

[Coordinate System—NAD 1983 State Plane Michigan South FIPS 2113 Int'l Feet]



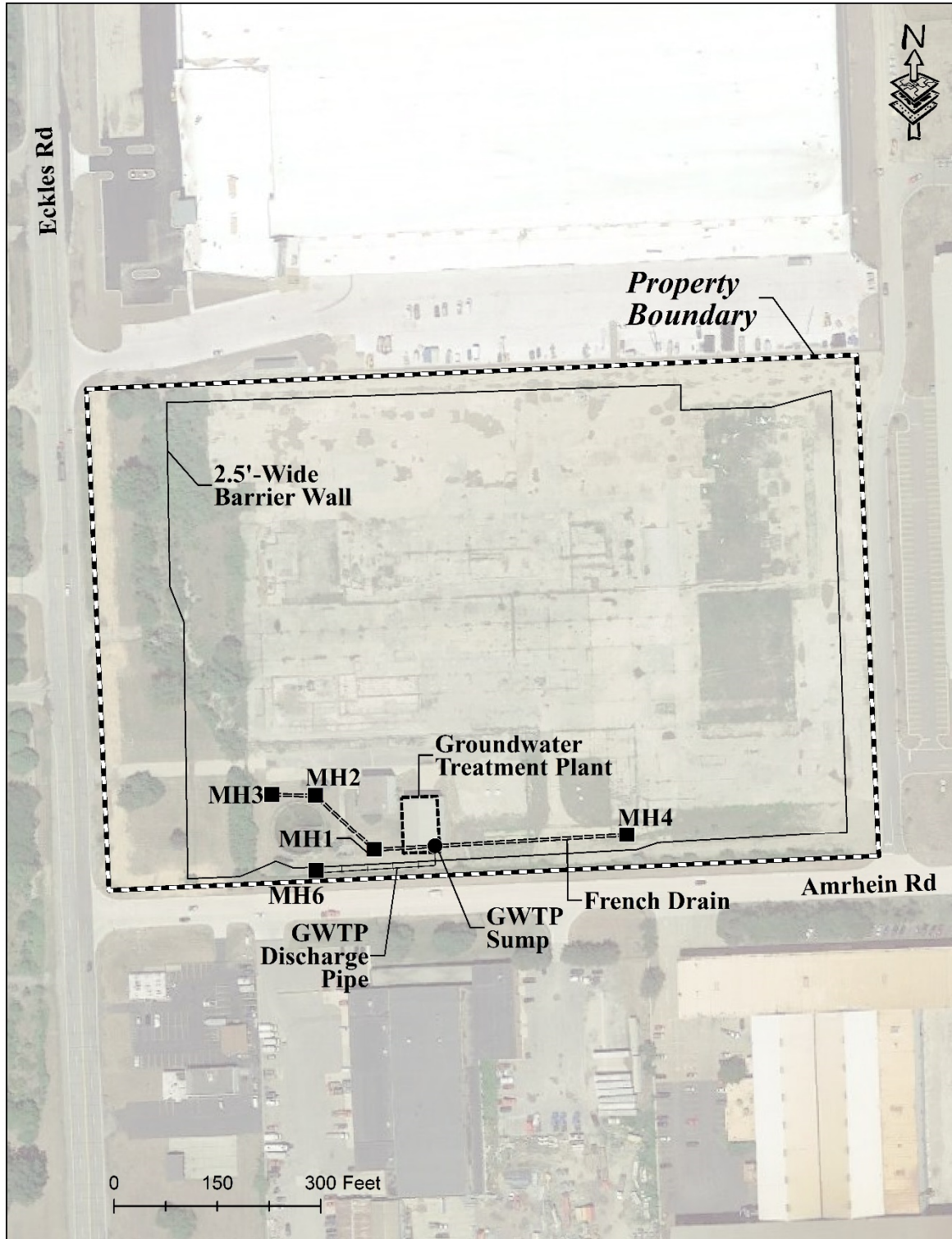
LEGAL DESCRIPTION OF BARRIER WALL

A 2.5-foot-wide swath of land, lying evenly 1.25 feet on each side of the following described centerline, with said swath being part of the Northwest $\frac{1}{4}$ of Section 30, Township 1 South, Range 9 East, City of Livonia, County of Wayne, State of Michigan being described as:

Commencing at the West $\frac{1}{4}$ corner of said Section 30; thence North 00 degrees 26 minutes 07 seconds East, 43.00 feet along the West line of said Section 30; thence South 89 degrees 32 minutes 30 seconds East, 60.00 feet; thence North 84 degrees 46 minutes 39 seconds East, 115.95 feet to the Point of Beginning of said centerline; thence North 01 degrees 14 minutes 07 seconds East, 374.41 feet; thence North 19 degrees 33 minutes 57 seconds West, 54.91 feet; thence North 01 degrees 07 minutes 44 seconds East, 267.78 feet; thence South 89 degrees 50 minutes 13 seconds East, 747.34 feet; thence South 02 degrees 07 minutes 40 seconds West, 37.00 feet; thence South 89 degrees 49 minutes 48 seconds East, 132.55 feet; thence North 76 degrees 43 minutes 16 seconds East, 89.74 feet; thence South 04 degrees 04 minutes 24 seconds West, 642.41 feet; thence South 88 degrees 52 minutes 59 West, 275.11 feet; thence South 73 degrees 40 minutes 58 seconds West, 32.44 feet; thence South 89 degrees 04 minutes 21 seconds West, 499.81 feet; thence North 67 degrees 05 minutes 15 seconds West, 27.46 feet; thence South 69 degrees 12 minutes 59 seconds West, 56.88 feet; thence South 89 degrees 40 minutes 02 seconds West, 75.59 feet to the Point of Termination of said centerline.

EXHIBIT 4

ILLUSTRATION OF GROUNDWATER COLLECTION, TREATMENT, AND DISCHARGE SYSTEM AND LEGAL DESCRIPTION OF FRENCH DRAIN



LEGAL DESCRIPTION OF FRENCH DRAIN

A centerline being part of the Northwest ¼ of Section 30, Township 1 South, Range 9 East, City of Livonia, County of Wayne, State of Michigan being described as:

Commencing at the West ¼ corner of said Section 30; thence North 00 degrees 26 minutes 07 seconds East, 43.00 feet along the West line of said Section 30; thence South 89 degrees 32 minutes 30 seconds East, 60.00 feet; thence North 60 degrees 09 minutes 34 seconds East, 273.37 feet to the Point of Beginning of said centerline; thence South 88 degrees 53 minutes 21 seconds East, 63.45 feet; thence South 47 degrees 10 minutes 28 seconds East, 117.22 feet; thence North 86 degrees 35 minutes 31 seconds East, 367.57 feet to the Point of Termination of said centerline.

TABLE OF FRENCH DRAIN MANHOLE ID'S & COORDINATES

Coordinate System: NAD 1983 2011 State Plane Michigan South FIPS 2113 Int'l Feet

Well ID	Northing	Easting
MH1	13376616.11	320091.92
MH2	13376530.14	320171.60
MH3	13376466.70	320172.83
MH4	13376983.03	320113.77
GWTP	13376704.11	320097.25

EXHIBIT 5
MONITORING WELLS - EXISTING

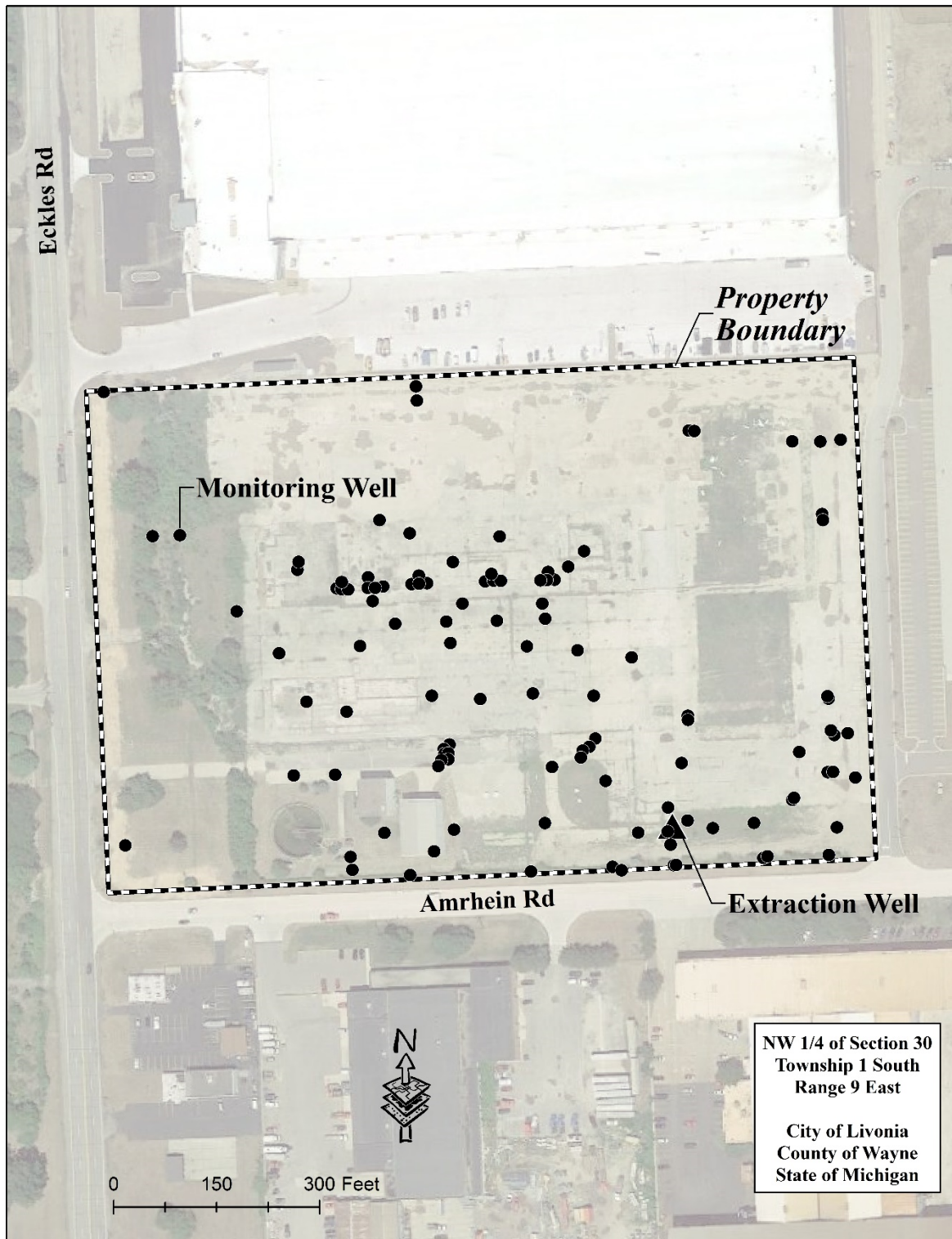


TABLE OF MONITORING WELL IDs AND COORDINATES		
[Coordinate System: NAVD_1988_StatePlane_Michigan_South_FIPS_2113_Feet_Int'l]		
<u>WELL ID</u>	<u>NORTHING (Y)</u>	<u>EASTING (X)</u>
MW75D-16	320142.88	13377100.51
MW69D-16	320129.46	13376760.05
MW67D-16	320124.932	13376658.42
PZ-SW-11	320556.131	13376320.38
MW80D-16	320208.523	13376526.28
MW-S-3S	320078.25	13377083.68
MW66D-16	320209.51	13376586.66
MW59D-15	320491.88	13376885.99
MW-A1-21	320244.49	13376947.51
MW-A1-11D	320295.14	13377100.78
MW-40D-13	320511.79	13376926.45
MW60D-15	320492.96	13376906.32
MW58D-15	320504.15	13376897.08
MW-28D-12	320400.86	13376754.54
MW-23D-12	320461.86	13376641.19
MW-25D-12	320458.28	13376772.08
MW-A1-12D	320327.45	13376874.87
MW-33D-12	320319.57	13376798.13
MW-32D-12	320324.26	13376727.54
MW-26D-12	320458.3	13376888.61
MW74D-16	320226.37	13377091.84
MW-31D-12	320300.99	13376603.19
MW-A1/33-8S	320709.78	13377102.17
MW-65D-15	320436.18	13376892.94
MW64D-15	320433.41	13376822.41
MW63D-15	320431.93	13376748.73
MW-41D-13	320518.82	13376533.39
MW-35D-13	320518.72	13376758.24
MW-39D-13	320555.82	13376826.42
MW-38D-13	320560.37	13376695.2
MW44D-15	320478.55	13376605.57
MW43D-15	320480.38	13376588.94
MW42D-15	320489.62	13376596.14
EX-A1-1	320135.38	13377077.99
PZ-SW-16	320131.82	13377137.26
MW-33-6S	320765.74	13376249.11
MW-A1/33-8D	320709.18	13377110.17
PZ-SW-8	320126.83	13377071.47

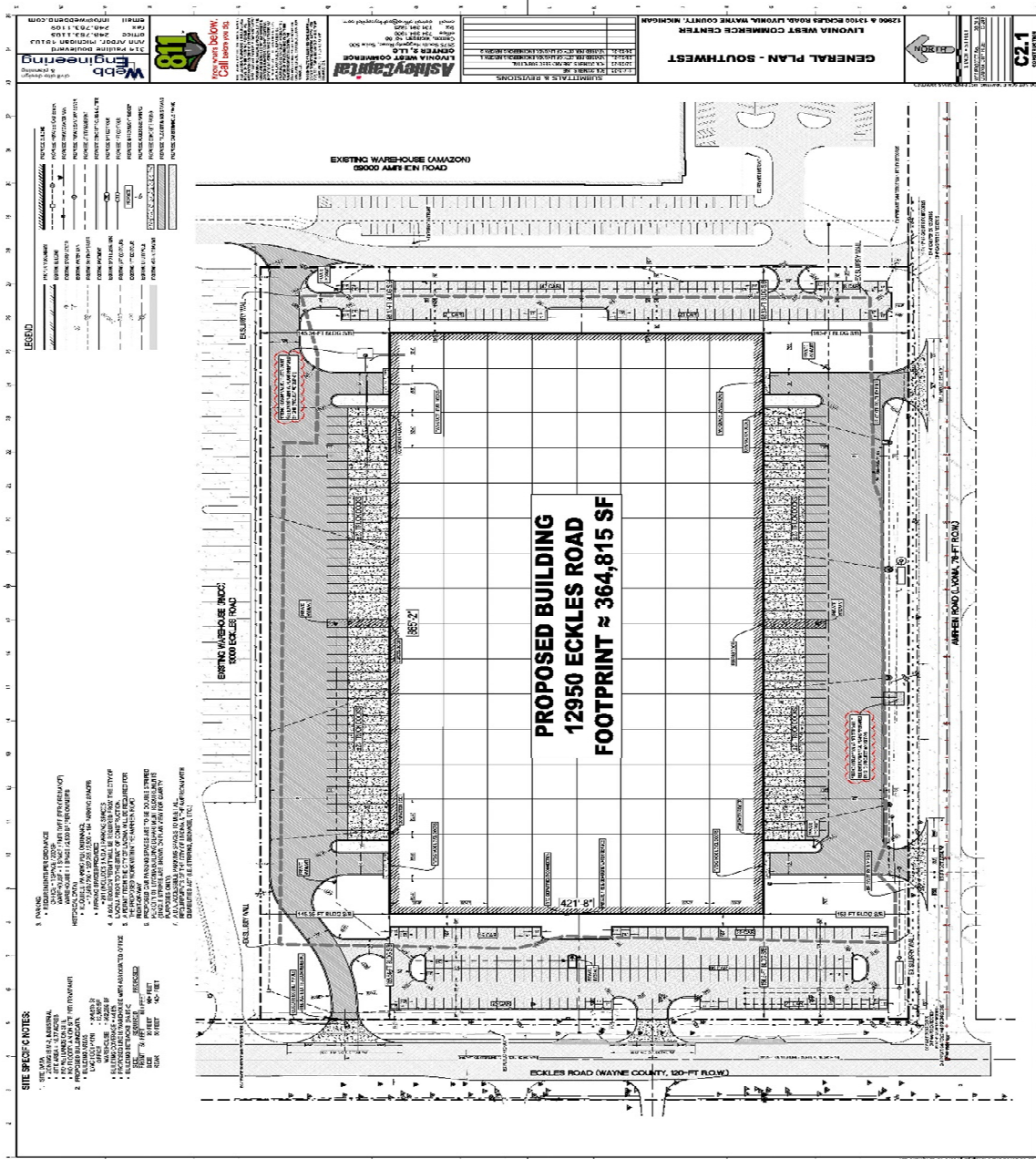
TABLE OF MONITORING WELL IDS AND COORDINATES		
[Coordinate System: NAVD_1988_StatePlane_Michigan_South_FIPS_2113_Feet_Int'l]		
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PZ-SW-17	320161.69	13377071.99
MW54D-15	320501.2	13376814.44
MW53D-15	320487.19	13376709.36
MW52D-15	320487.84	13376720.66
MW61D-15	320492.42	13376895.37
MW57D-15	320491.48	13376817.6
MW55D-15	320490.37	13376805.24
MW51D-15	320486.42	13376698.04
MW47D-15	320496.33	13376634.65
MW46D-15	320481.91	13376644.93
MW45D-15	320479.12	13376595.95
MW50D-15	320498.84	13376708.57
MW49D-15	320483.04	13376656.55
MW48D-15	320481.2	13376634.27
MW78D-16	320132.92	13377318.28
MW76D-16	320139.38	13377197.23
MW-22-2D	320242.39	13377263.28
MW77D-16	320205.37	13377345.1
MW-85D-17	320172.81	13377253.11
MW-85S-17	320175.64	13377255.46
PZ-SW-13	320694.00	13377253.15
MW-A1-14S	320446.82	13376443.03
MW-001	320441.46	13376606.60
MW-003	320446.39	13376772.45
MW-A1-5S	320315.45	13376544.86
MW-15S	320579.54	13376651.31
MW-A1-4S	320507.37	13376531.54
MW-83D-17	320273.75	13377309.61
MW-82D-17	320213.17	13377304.96
PZ-SW-15	320213.54	13377312.66
MPI-7	320540.89	13376245.64
MW-A1-3S	320534.33	13376949.53
MW-84D-17	320323.47	13377304.33
MW-A1-8S	320588.48	13377296.56
MW-84S-17	320319.89	13377305.97
MW82S-19	320214.93	13377300.25
MW79D-16	320092.86	13377306.36

TABLE OF MONITORING WELL IDS AND COORDINATES		
[Coordinate System: NAVD_1988_StatePlane_Michigan_South_FIPS_2113_Feet_Int'l]		
<u>WELL ID</u>	<u>NORTHING (Y)</u>	<u>EASTING (X)</u>
MW-A1-8D	320579.59	13377297.65
PZ-SW-6	320267.13	13377314.36
PZ-SW-5	320269.84	13377333.9
MW-A1-11S	320289.19	13377101.01
MW-A1-18	320230.65	13376741.48
MW-A1-19	320221.93	13376737.05
Temp Injection P	320246.59	13376745.16
MW-36D-13	320240.67	13376751.51
MW-37D-13	320231.74	13376751.54
OW-24	320253.36	13376753.31
MW-30D-12	320390.28	13376939.97
MW73D-16	320380.09	13377018.84
MW-34D-12	320324.18	13376963.61
MW62D-15	320428.84	13376674.19
MW-27D-12	320396.49	13376622.81
MW-29D-12	320395.9	13376866.25
MW-67S-19	320123.03	13376661.47
MW-69S-19	320132.88	13376759.93
MW81D-16	320386.07	13376504.79
MW-A1-12S	320327.62	13376875.01
MW-31S-19	320303.53	13376605.42
MW74S-19	320228.15	13377094.59
PZ-SW-12	320557.59	13376360.12
MW-A1-22	320234.33	13376944.76
MW-A1-20	320250.02	13376957.05
MW-24D-10	320262.06	13376965.86
MW71D-16	320220.62	13376902.77
MW70D-16	320139.06	13376892.35
MW72D-16	320200.53	13376980.9
PZ-SW-3	320696.47	13377323.6
PZ-SW-1	320774.01	13376704.42
PZ-SW-2	320753.29	13376705.8
PZ-SW-9	320089.94	13376609.12
MW-S-8S	320090.82	13377216.84
PZ-SW-4	320693.86	13377294.03
MW-27	320070.5	13377004.23
MW-S-8D	320088.44	13377211.01
HA-15	320077.78	13377080.51

TABLE OF MONITORING WELL IDS AND COORDINATES		
[Coordinate System: NAVD_1988_StatePlane_Michigan_South_FIPS_2113_Feet_Int'l]		
<u>WELL ID</u>	<u>NORTHING (Y)</u>	<u>EASTING (X)</u>
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HA-14	320068.61	13376872.11
MW-96S-20	320121.17	13376351.23
MW-90S-20	320172.45	13377350.72
MW-89D-20	320064.61	13376627.95
MW-91S-20	320077.97	13377031.38
MW-S-7S	320075.44	13376991.17
MW-97S-20	320122.09	13376388.29
MW-88S-20	320067.66	13376858.94
MW-95S-20	320670.42	13377074.15
PZ-SW-10	320071.2	13376611.81
MW-92S-20	320663.2	13376364.41
MW-93S-20	320660.17	13376315
MW-94S-20	320666.71	13376996.65

EXHIBIT 6

PROPOSED REDEVELOPMENT PLAN – BUILDING SLAB AND PAVEMENT OVER CONTAINMENT AREA

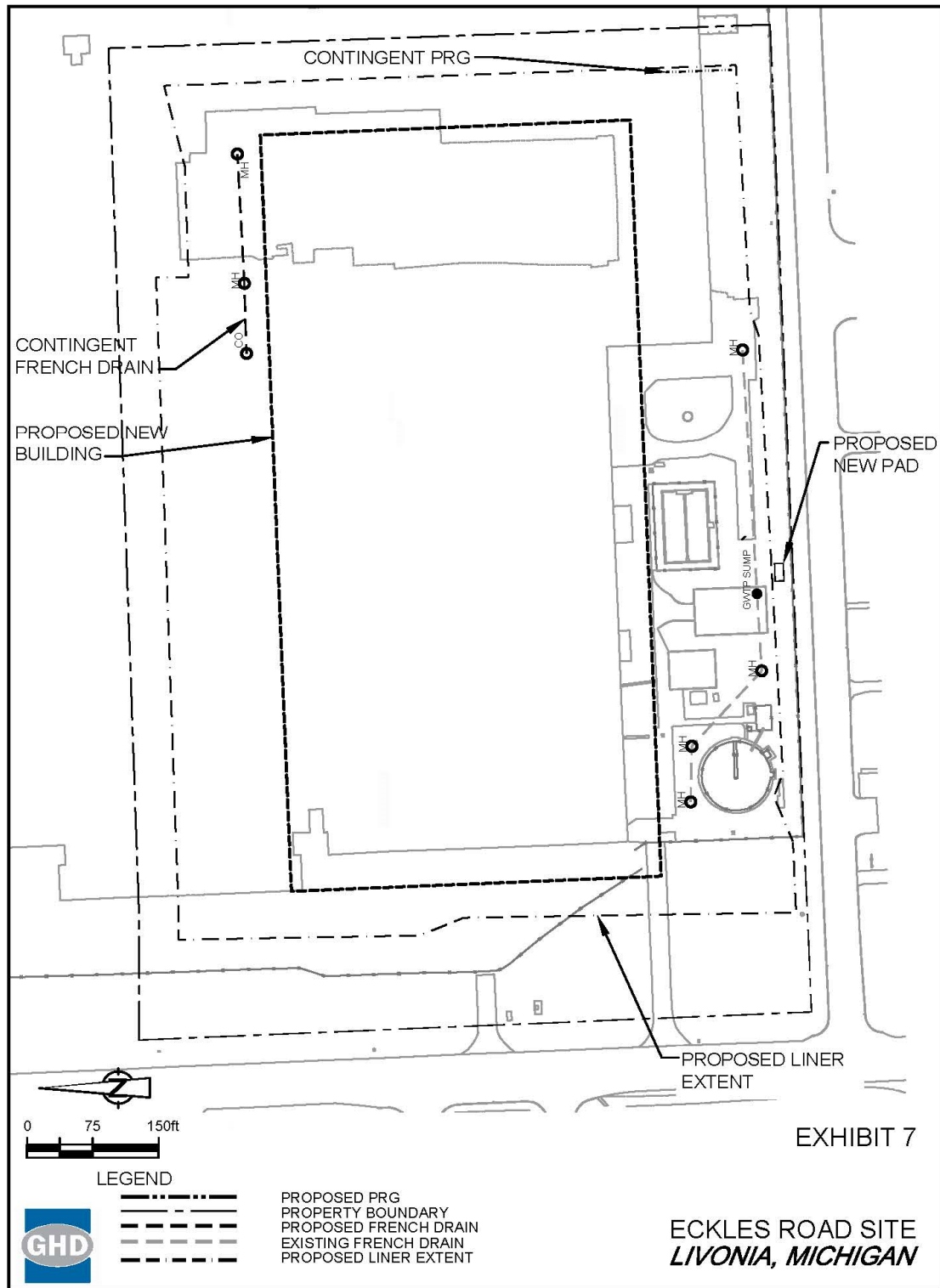


All full plan set is available at

https://www.dropbox.com/sh/qmq01a3d18peu9z/AAB_Dr_AoWunPSEng3V9aL7da?dl=0

EXHIBIT 7

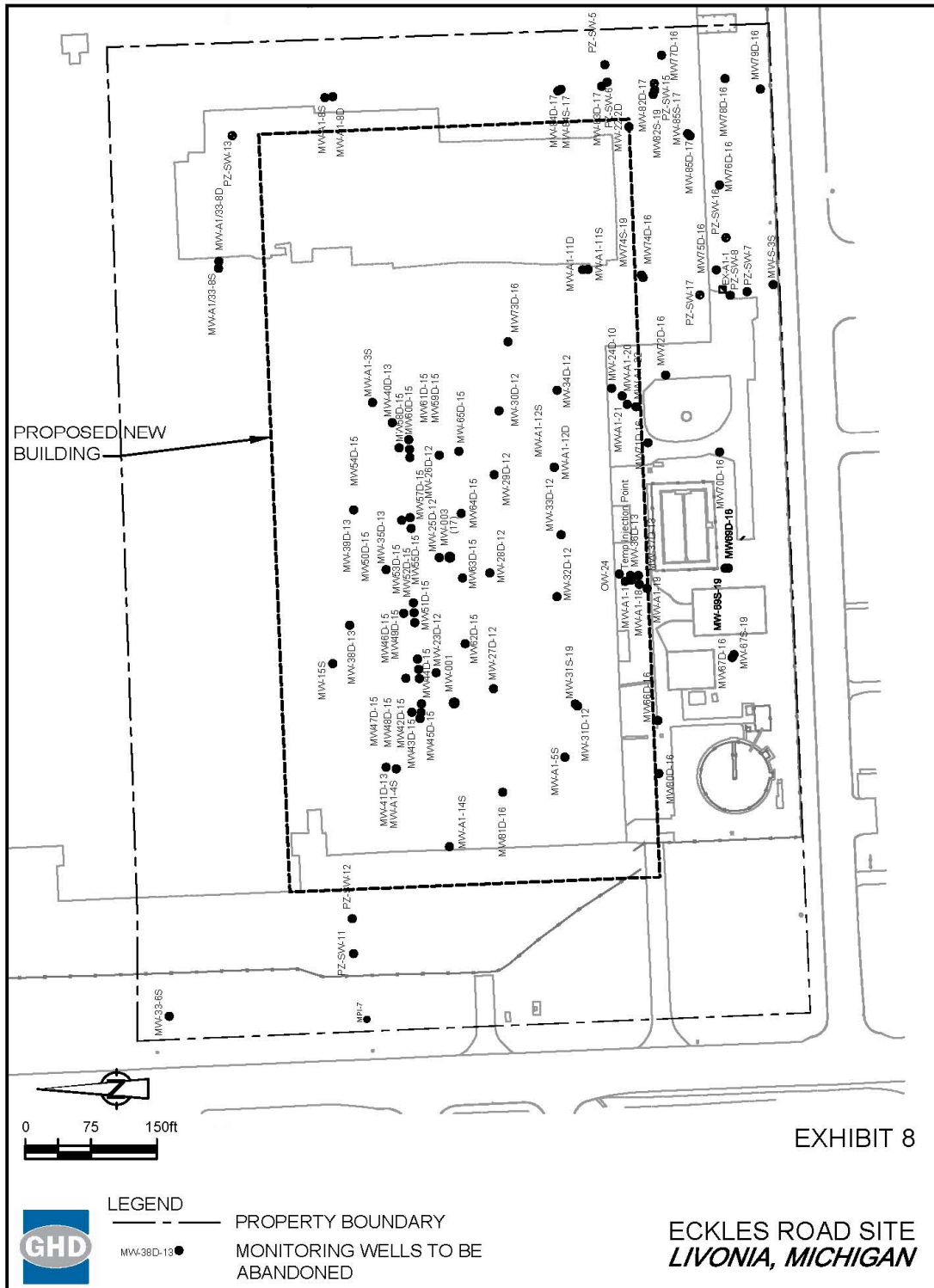
**PROPOSED LINER, TEMPORARY GROUNDWATER TREATMENT SYSTEM PAD, AND
CONTINGENT FRENCH DRAIN AND PERMEABLE REACTIVE GATE**



12607-01(MEMO278)GN-DE008

EXHIBIT 8

MONITORING WELLS TO BE ABANDONED BEFORE, DURING OR AFTER REDEVELOPMENT IS COMPLETED



12607-01(MEMO278)GN-DE008

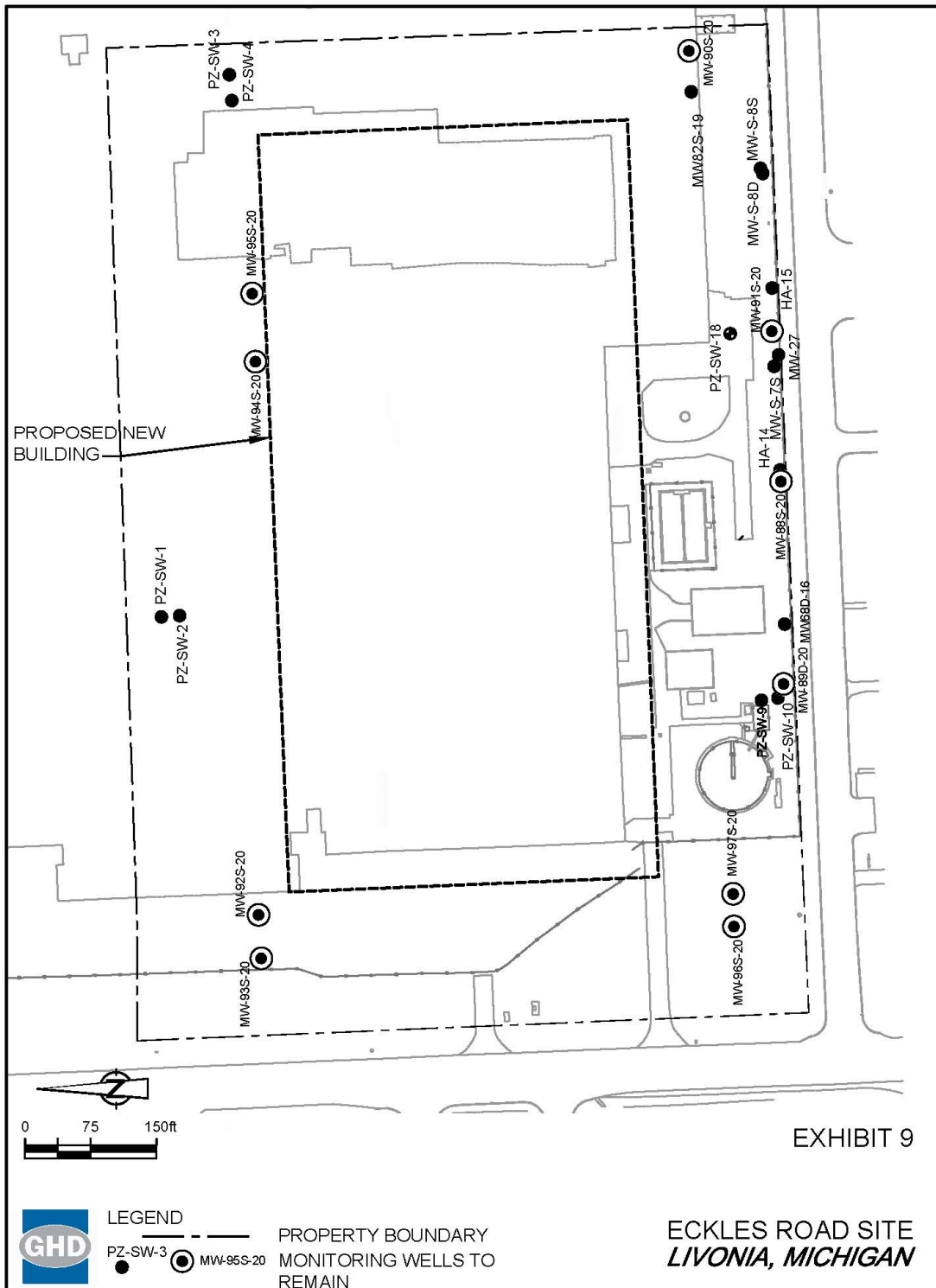
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MW75D-16	320142.88	13377100.51
MW69D-16	320129.46	13376760.05
MW67D-16	320124.93	13376658.42
PZ-SW-11	320556.13	13376320.38
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MW-A1-11D	320295.14	13377100.78
MW-40D-13	320511.79	13376926.45
MW60D-15	320492.96	13376906.32
MW58D-15	320504.15	13376897.08
MW-28D-12	320400.86	13376754.54
MW-23D-12	320461.86	13376641.19
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MW-26D-12	320458.30	13376888.61
MW74D-16	320226.37	13377091.84
MW-31D-12	320300.99	13376603.19
MW-A1/33-8S	320709.78	13377102.17
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MW64D-15	320433.41	13376822.41
MW63D-15	320431.93	13376748.73
MW-41D-13	320518.82	13376533.39
MW-35D-13	320518.72	13376758.24
MW-39D-13	320555.82	13376826.42
MW-38D-13	320560.37	13376695.20
MW44D-15	320478.55	13376605.57
MW43D-15	320480.38	13376588.94
MW42D-15	320489.62	13376596.14
EX-A1-1	320135.38	13377077.99
PZ-SW-16	320131.82	13377137.26
MW-33-6S	320765.74	13376249.11
MW-A1/33-8D	320709.18	13377110.17
PZ-SW-8	320126.83	13377071.47

TABLE OF MONITORING WELL IDS AND COORDINATES		
[Coordinate System: NAVD_1988_StatePlane_Michigan_South_FIPS_2113_Feet_Int'l]		
<u>WELL ID</u>	<u>NORTHING (Y)</u>	<u>EASTING (X)</u>
PZ-SW-7	320107.84	13377075.81
PZ-SW-17	320161.69	13377071.99
MW54D-15	320501.20	13376814.44
MW53D-15	320487.19	13376709.36
MW52D-15	320487.84	13376720.66
MW61D-15	320492.42	13376895.37
MW57D-15	320491.48	13376817.60
MW55D-15	320490.37	13376805.24
MW51D-15	320486.42	13376698.04
MW47D-15	320496.33	13376634.65
MW46D-15	320481.91	13376644.93
MW45D-15	320479.12	13376595.95
MW50D-15	320498.84	13376708.57
MW49D-15	320483.04	13376656.55
MW48D-15	320481.20	13376634.27
MW78D-16	320132.92	13377318.28
MW76D-16	320139.38	13377197.23
MW-22-2D	320242.39	13377263.28
MW77D-16	320205.37	13377345.10
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PZ-SW-13	320694.00	13377253.15
MW-A1-14S	320446.82	13376443.03
MW-001	320441.46	13376606.6
MW-003	320446.39	13376772.45
MW-A1-5S	320315.45	13376544.86
MW-15S	320579.54	13376651.31
MW-A1-4S	320507.37	13376531.54
MW-83D-17	320273.75	13377309.61
MW-82D-17	320213.17	13377304.96
PZ-SW-15	320213.54	13377312.66
MPI-7	320540.89	13376245.64
MW-A1-3S	320534.33	13376949.53
MW-84D-17	320323.47	13377304.33
MW-A1-8S	320588.48	13377296.56
MW-84S-17	320319.89	13377305.97
MW82S-19	320214.93	13377300.25
MW79D-16	320092.86	13377306.36

TABLE OF MONITORING WELL IDS AND COORDINATES		
[Coordinate System: NAVD_1988_StatePlane_Michigan_South_FIPS_2113_Feet_Int'l]		
<u>WELL ID</u>	<u>NORTHING (Y)</u>	<u>EASTING (X)</u>
MW-A1-8D	320579.59	13377297.65
PZ-SW-6	320267.13	13377314.36
PZ-SW-5	320269.84	13377333.90
MW-A1-11S	320289.19	13377101.01
MW-A1-18	320230.65	13376741.48
MW-A1-19	320221.93	13376737.05
Temp Injection P	320246.59	13376745.16
MW-36D-13	320240.67	13376751.51
MW-37D-13	320231.74	13376751.54
OW-24	320253.36	13376753.31
MW-30D-12	320390.28	13376939.97
MW73D-16	320380.09	13377018.84
MW-34D-12	320324.18	13376963.61
MW62D-15	320428.84	13376674.19
MW-27D-12	320396.49	13376622.81
MW-29D-12	320395.90	13376866.25
MW-67S-19	320123.03	13376661.47
MW-69S-19	320132.88	13376759.93
MW81D-16	320386.07	13376504.79
MW-A1-12S	320327.62	13376875.01
MW-31S-19	320303.53	13376605.42
MW74S-19	320228.15	13377094.59
PZ-SW-12	320557.59	13376360.12
MW-A1-22	320234.33	13376944.76
MW-A1-20	320250.02	13376957.05
MW-24D-10	320262.06	13376965.86
MW71D-16	320220.62	13376902.77
MW70D-16	320139.06	13376892.35
MW72D-16	320200.53	13376980.90

EXHIBIT 9

MONITORING WELLS TO REMAIN OR TO BE INSTALLED TO MONITOR SITE CONDITIONS DURING AND AFTER CONSTRUCTION OF THE PROPOSED REDEVELOPMENT



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TABLE OF MONITORING WELL IDs AND COORDINATES		
[Coordinate System: NAVD_1988_StatePlane_Michigan_South_FIPS_2113_Feet_Int'l]		
<u>WELL ID</u>	<u>NORTHING (Y)</u>	<u>EASTING (X)</u>
PZ-SW-3	320696.47	13377323.60
PZ-SW-1	320774.01	13376704.42
PZ-SW-2	320753.29	13376705.80
PZ-SW-9	320089.94	13376609.12
MW-S-8S	320090.82	13377216.84
PZ-SW-4	320693.86	13377294.03
MW-27	320070.50	13377004.23
MW-S-8D	320088.44	13377211.01
HA-15	320077.78	13377080.51
MW68D-16	320063.43	13376696.02
PZ-SW-18	320125.36	13377028.47
HA-14	320068.61	13376872.11
MW-96S-20	320121.17	13376351.23
MW-90S-20	320172.45	13377350.72
MW-89D-20	320064.61	13376627.95
MW-91S-20	320077.97	13377031.38
MW-S-7S	320075.44	13376991.17
MW-97S-20	320122.09	13376388.29
MW-88S-20	320067.66	13376858.94
MW-95S-20	320670.42	13377074.15
PZ-SW-10	320071.20	13376611.81
MW-92S-20	320663.20	13376364.41
MW-93S-20	320660.17	13376315.00
MW-94S-20	320666.71	13376996.65

EXHIBIT 10

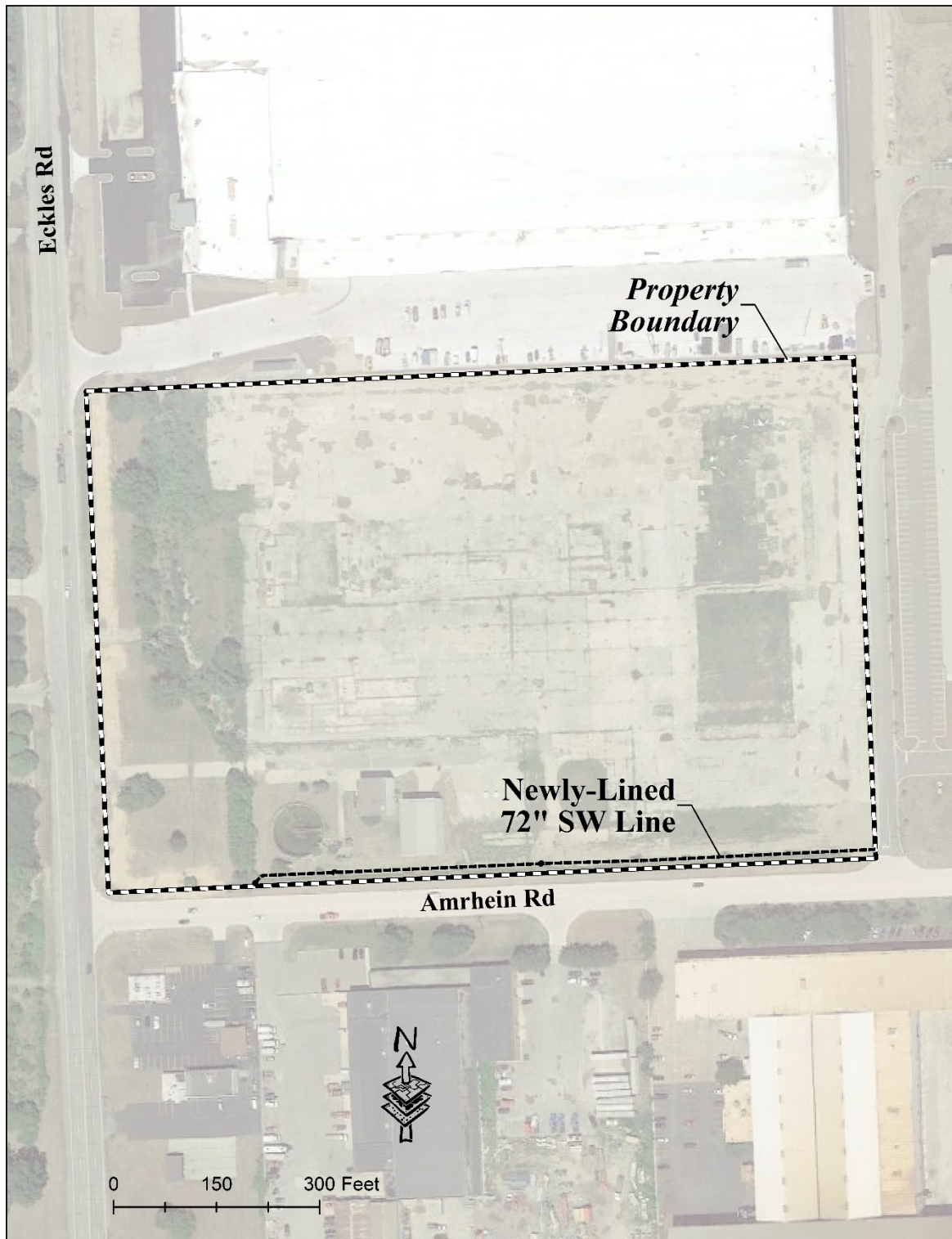
DESCRIPTION OF ALLOWABLE USES

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

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

EXHIBIT 11

LOCATION OF NEWLY LINED 72" STORM WATER LINE



**LEGAL DESCRIPTION OF CENTERLINE
OF 72" STORM WATER LINE**

A stormwater pipe, 72" in diameter and lying evenly 36" on each side of the centerline described below, being situated in part of the Northwest $\frac{1}{4}$ of Section 30, Township 1 South, Range 9 East, City of Livonia, County of Wayne, State of Michigan being described as:

Commencing at the West $\frac{1}{4}$ corner of said Section 30; thence North 00 degrees 26 minutes 07 seconds East, 43.00 feet along the West line of said Section 30; thence South 89 degrees 32 minutes 30 seconds East, 60.00 feet; thence North 87 degrees 26 minutes 19 seconds East, 214.63 feet to the Point of Beginning of the centerline being described herein; thence North 03 degrees 05 minutes 34 seconds West, 4.32 feet; thence North 37 degrees 11 minutes 36 seconds East, 13.79 feet; thence North 87 degrees 33 minutes 22 seconds East, 896.50 feet to the Point of Termination of said centerline.

EXHIBIT 12

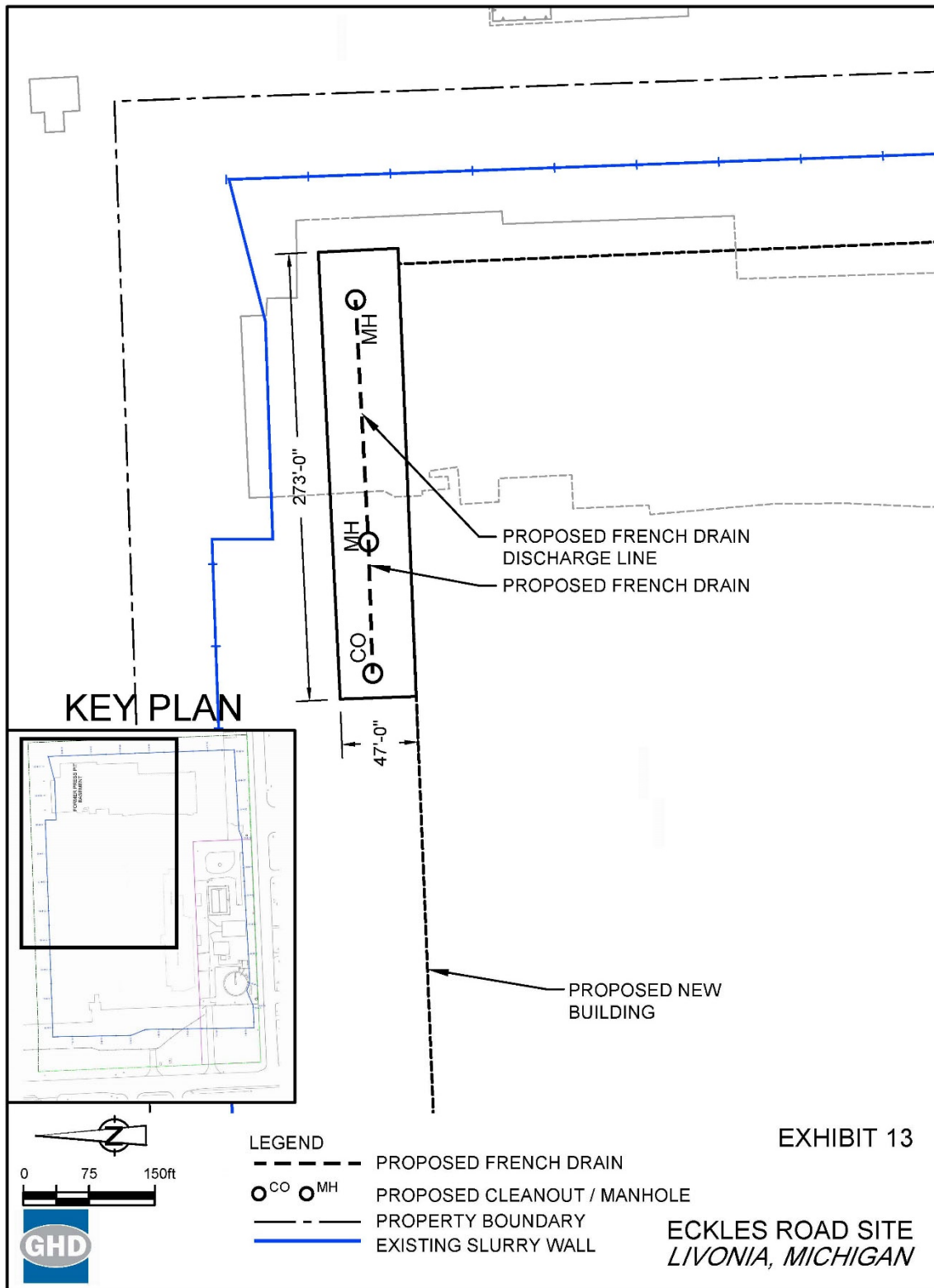
72" STORM SEWER LINER O&M INSPECTION SCHEDULE AND MAINTENANCE

Grantor acknowledges that a 54-inch steel reinforced high-density polyethylene resin pipe has been installed within the existing 72-inch storm water pipe that runs along the southern boundary of the Property (see Exhibit 11). Following installation of such 54-inch pipe, the pipe was tested per the manufacturer specifications and inspected to ensure no groundwater leaks into the pipe.

A National Association of Sewer Service Companies certified inspector inspected the installed pipe and established baseline conditions and demonstrated that the installed system does not leak. Owner understands, acknowledges and agrees by accepting title to the Property that Owner and its successors and assigns shall: i) be responsible for all inspections, maintenance and repair of the installed pipe to ensure it does not leak now or in the future; ii) perform a subsequent inspection in ?MONTH – YEAR?, and thereafter every 5 years after installation; iii) perform additional intermittent inspections if conditions suggest it is necessary or there are any indications of groundwater leaking into the storm sewer line; iv) repair as soon as reasonably possible any leaks detected or discovered at any time; and v) defend indemnify and hold harmless the Grantor and RACER Trust from any consequences associated with the failure to perform any of these obligations.

EXHIBIT 13

NORTHERN FRENCH DRAIN CONTINGENCY



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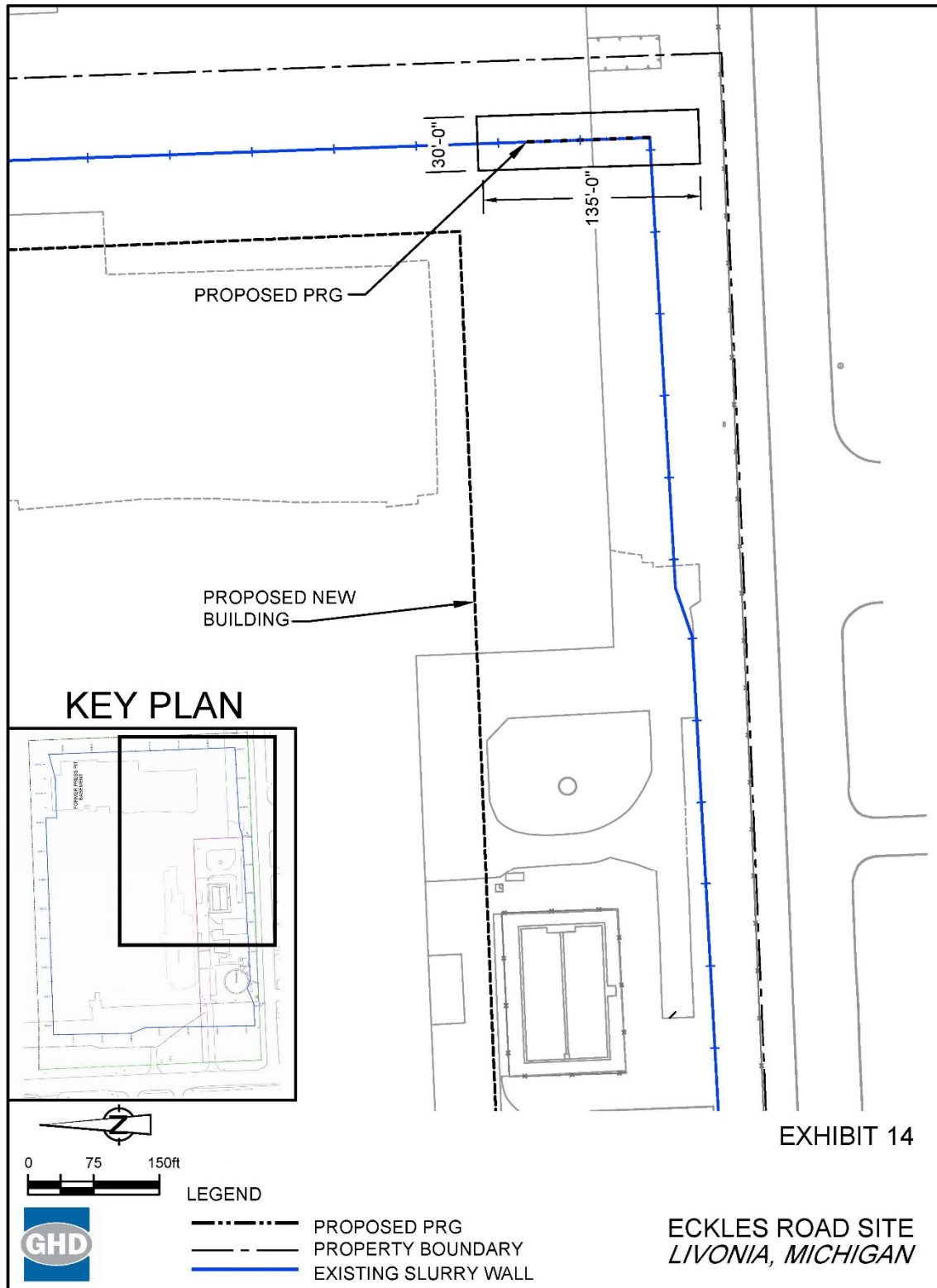
TABLE OF FRENCH DRAIN EASEMENT CORNERS

[Coordinate System: NAVD_1988_StatePlane_Michigan_South_FIPS_2113_Feet_Int'l]

<u>POINT</u>	<u>NORTHING (Y)</u>	<u>EASTING (X)</u>
North East	320712.67	13377262.11
North West	320699.25	13376990.09
South West	320652.98	13376991.72
South East	320664.15	13377264.45

EXHIBIT 14

PERMEABLE REACTIVE GATE CONTINGENCY



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TABLE OF PRG EASEMENT CORNERS

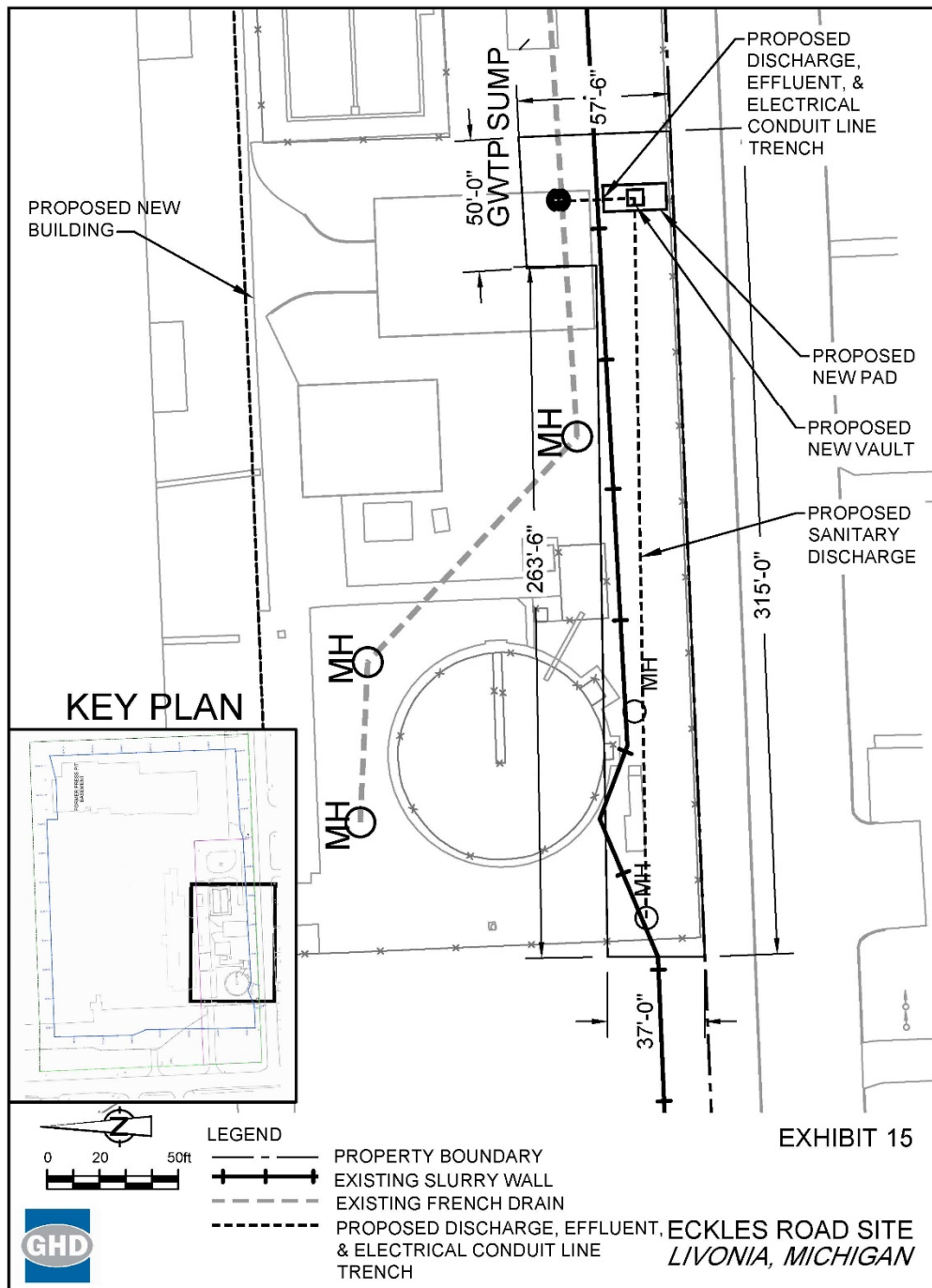
[Coordinate System: NAVD_1988_StatePlane_Michigan_South_FIPS_2113_Feet_Int'l]

<u>POINT</u>	<u>NORTHING (Y)</u>	<u>EASTING (X)</u>
North East	320232.21	13377342.35
North West	320231.05	13377309.34
South West	320096.11	13377313.56
South East	320097.28	13377346.58

EXHIBIT 15

TEMPORARY GROUNDWATER TREATMENT SYSTEM AND PAD

DRAFT



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TABLE OF PAD EASEMENT CORNERS

[Coordinate System: NAVD_1988_StatePlane_Michigan_South_FIPS_2113_Feet_Int'l]

<u>POINT</u>	<u>NORTHING (Y)</u>	<u>EASTING (X)</u>
North East	320114.9322	13376759.2335
South East	320057.06	13376761.6252
South West	320043.9136	13376446.7829
Outer Edge – Mid South West	320080.9463	13376446.7829
Inner Edge – Mid South West	320085.3388	13376710.4295
North West	320111.7564	13376709.3297
Center of Vault	320070.7634	13376736.0432