

Revitalizing Auto Communities Environmental Response Trust

PCB INTERIM MEASURES WORK PLAN

Pontiac North Campus
Pontiac, Michigan

July 10, 2019



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- Attachment 2 – DRC (USPS) – MDEQ Ref No RC—OWMRP-111-19-TBA (Amended and Restated)

CERTIFICATION

I certify that all sampling plans, sample collection procedures, sample preparation procedures, extraction procedures, and instrumental/chemical analysis procedures used to assess or characterize the PCB contamination at the Pontiac North Campus Site, are on file at Arcadis of Michigan, LLC. Office located in Novi, Michigan and are available for U.S. EPA inspection.



Dave Favero
Deputy Cleanup Manager - Michigan
Revitalizing Auto Communities Environmental Response Trust



Brad Saunders
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1 INTRODUCTION

Arcadis of Michigan, LLC (Arcadis) has prepared this Draft PCB Interim Measure (IM) Work Plan (IM Work Plan) on behalf of Revitalizing Auto Communities Environmental Response (RACER) Trust for the Pontiac North Campus Site (the Site) located in Pontiac, Michigan (**Figure 1**). RACER Trust entered into an Administrative Order on Consent (Consent Order) with the United States Environmental Protection Agency (USEPA) for the Pontiac North Campus Site in September 2011 (Docket Number RCRA-05-2011-0019) following the bankruptcy of the General Motors Corporation (GMC). Previously GMC had entered into a Voluntary Corrective Action Agreement with the U.S. EPA for the Pontiac North Campus Site in 2000.

The purpose of this plan is to briefly summarize previous PCB investigation activities at the Site and remedies implemented to date, and also to propose additional interim measures based on the results of investigation activities. This IM Work Plan consists of a risk-based cleanup and disposal notification (Notification) for polychlorinated biphenyl (PCB) remediation waste consistent with Toxic Substances Control Act (TSCA) regulations presented in Title 40 of the Code of Federal Regulations (40 CFR) Part 761.61(c), including implementation and/or modifications of Declaration of Restrictive Covenants (DRCs) where applicable. It is noted that it is RACER's intent that previously implemented actions to address PCBs and the interim measures included in this IM Work Plan are all necessary actions to address PCBs at the Site and will be incorporated into Final Corrective Measures as the final measures needed to address PCBs at the Site.

The Site encompasses approximately 315-acres with multiple Areas of Interest (AOIs) that have been investigated under the Consent Order. AOIs where PCBs have been detected and delineated are depicted on **Figure 2**. Based on the results of previous investigation activities, certain remedies described in Section 2 below have already been implemented. Based on the results of more recent investigation and delineation activities, this IM Work Plan is intended to address remaining PCB corrective measures necessary for the Site. Among others, these measures include proposed soil removal west of the existing United States Postal Service (USPS) distribution facility (**Figure 3**). AOI W-1 encompasses a location referred to as the West Yard in an Operational Area defined as the Demolition Area associated with former GMC Central Foundry Division activities, as further described and initially characterized in the *Draft RACER RCRA Facilities Investigation (RFI) Report* (Arcadis 2012).

The objective of this proposed soil removal action is to remove the extent of impacted soil containing greater than 100 parts per million (ppm) PCBs (the target cleanup objective) within AOI W-1. For the purpose of best defining the results of investigation and delineation activities, localized areas within AOI W-1 where remedial actions are proposed are identified as North Area 1, North Area 2, South Area 1 and South Area 2 (**Figure 4**). The former, current, and future use of these areas will remain nonresidential/industrial consistent with MDEQ exposure assumptions and low occupancy as defined in CFR Part 761.3. Use of this area is currently limited to nonresidential per an existing Declaration of Restrictive Covenant (DRC). The low occupancy use restriction is proposed to be included in amended and restated DRCs.

2 PREVIOUS SITEWIDE PCB INVESTIGATION ACTIVITIES AND REMEDIES

2.1 RFI (pre-2012)

Multiple investigations and soil removal/replacement activities relevant to PCB-impacted soils were conducted prior to 2012 at the Site and summarized in the Draft 2012 RCRA Facility Investigation (RFI) Report. During 2005 RFI activities, PCB concentrations up to 250 ppm were detected in the backfill material in the eastern portion of the General Motors Corporation (GMC) Plant 8 basement. The former GMC Plant 8 had been demolished in 1997, at which point the basement was partially backfilled. A USEPA approved risk-based cleanup was implemented (consistent with TSCA regulations) including the removal of material containing greater than 100 ppm PCBs below 2 feet below ground surface (bgs) and material containing greater than 50 ppm PCBs in the 0 to 2-foot bgs interval. A cap including general fill material, a geotextile, and 12 inches of granular fill were installed over the remaining PCB-impacted soils.

In 2005 and 2006, PCB-impacted soil and backfill materials were removed from within the former GMC Plant 6 and Plant 18 basements to facilitate redevelopment. These USEPA approved TSCA risk-based removals consisted of soil containing PCB concentrations at or less than 25 ppm being removed and placed in the western portion of the former Plant 8 basement. Additional soil containing up to 25 ppm PCBs was relocated from the former GMC Powertrain Lab area and also placed within the western portion of the former Plant 8 basement. The basement area was subsequently covered with soil containing less than 1 ppm PCBs, creating an above grade soil stockpile over the western portion of the former Plant 8 basement. The two feet of soil directly over the PCB-impacted material serves as a cap to prevent exposure to the material. In 2011, materials (less than 1 ppm PCBs) were excavated to construct press pits at the adjacent GM LLC metal fabrication facility and were also relocated and added to the eastern end of the above grade soil stockpile. Former Plants 6, 8, 18 and 25 are identified on Figure 2, as well as the extent of the basement areas for former Plants 6, 8 and 25. Although the specific location of the basement of Plant 18 is not identified in the RFI or previous report, ENCORE's *Notice of Soil Relocation* dated March 7, 2007 identifies that the approximate area of excavation in former Plant 18 was the eastern portion located on the east side of N. Glenwood Avenue.

In 2007, soils greater than 50 mg/kg of PCBs from 0 to 2 feet and soils greater than 100 mg/kg of PCBs below 2 feet bgs were excavated and disposed of off-site, based on USEPA-approved risk-based cleanup in AOI W-5. The remaining soil was regraded and topped with clean fill. The regraded soil was topped with 12 inches of crushed stone underlain by a non-woven geotextile.

In 2008, approximately 240 cubic yards of non-TSCA soil (less than 50 mg/kg PCBs) were excavated from former GMC Plant 6 and disposed of off-site, and approximately 1,280 cubic yards of TSCA soil (greater than 50 mg/kg) were excavated and disposed of off-site. A portion of the area where soils were excavated was capped by a concrete parking lot installed as part of the newly constructed USPS facility. The "uncapped" portion of the AOI W-9 PCB remediation area, along with the remaining green space on the USPS-leased property, has been covered with 16 inches of clean imported soil on top of a layer of geotextile.

2.2 RACER Pontiac North Campus – 2014-2015 PCB Investigation Summary

Investigation activities were conducted during four separate mobilizations from May 2014 through May 2015 to aid in determining the extent of PCBs at the Site in Areas of Interest (AOI) M-2, AOI W-1, and AOI W-10. During these 4 mobilizations, a total of 83 soil borings and 77 associated temporary monitoring wells were installed around historical soil boring and/or monitoring well locations where previous analytical data indicated PCB concentrations greater than 100 ppm in soil and/or LNAPL.

PCB delineation surrounding monitoring well MWW10-01 (Northern portion of AOI W-10) included a total of 14 soil borings which contained PCB concentrations in soil samples which ranged from non-detect to 25.2 ppm. Two locations were targeted for PCB delineation in the northeastern portion of AOI W-1 and southern portion of W-10: TW-01-01 and former monitoring well MW-6. Four soil borings were installed in the vicinity of monitoring well MW-06 and at six locations around monitoring well TW-01-01. The PCB concentrations in soil samples collected from these soil borings ranged from non-detect to 8.7 ppm PCBs. A total of 11 soil borings were completed to delineate PCB concentrations around monitoring wells MWM2-29 and MWM2-06 in AOI M-2. None of the soil samples collected from the boring locations contained PCB concentrations higher than 100 ppm. Two locations were targeted for PCB delineation in AOI W-1: former soil boring BW1-15 and former monitoring well MW-24-99. A total of 21 soil borings were installed to delineate PCBs around location BW1-15. PCB concentrations in soil ranged from non-detect to 590 ppm. A total of 23 soil borings were installed to delineate PCBs around former monitoring well MW-24-99. PCB concentrations in soil ranged from non-detect to 185 ppm. Further details on the investigations is included in the 2014-2015 PCB Investigation Summary dated August 17, 2015.

2.3 Summary of Sitewide PCB Soil Investigation Activities and Remedies Employed to Date

The TSCA clean-up level for PCBs in bulk remediation waste and soils is less than or equal to 1 ppm for high occupancy area with no conditions (USEPA 2005). Soil PCB data has historically been collected at portions of the Site. A combination of LNAPL saturation data from soil petrophysical cores, PCB concentrations in LNAPL and soil, and LIF fluorescence data were used to estimate the 1 ppm PCB boundary across the Site. This boundary is shown in Figure 2.

As described in Section 2.1, the western portion of the Plant 8 basement contains soils with PCBs from 1 to 25 ppm. The basement area was subsequently covered with soil containing less than 1 ppm PCBs, creating an above grade soil stockpile over the western portion of the former Plant 8 basement. The two feet of soil directly over the PCB- impacted material serves as a cap to prevent exposure to the material. The eastern portion of the Plant 8 basement contains soils with PCBs from 1 to 100 ppm. This portion is covered with general fill material, a geotextile, and 12 inches of granular fill. These two capped, remedied areas are identified as “Area 1” and “Area 2” as outlined in Exhibits 5A and 5B of the DRC recorded with the Oakland County Register of Deeds on November 7, 2017, and is proposed to be revised is included as

Attachment 1 relevant to a property currently owned and operated by Rivore Metals LLC. These areas are also depicted in Figure 2.

As described in Section 2.1, remaining soil in AOI W-5 was regraded and topped with clean fill following PCB-impacted soil removal activities in 2007. The regraded soil was topped with 12 inches of crushed stone underlain by a non-woven geotextile.

Following the PCB-impacted soil removal in AOI W-9 in 2008, a portion of the area where soils were excavated was capped by a concrete parking lot installed as part of the new USPS facility. The “uncapped” portion of the AOI W-9 PCB remediation area, along with the remaining green space on the USPS-leased property, has been covered with 16 inches of clean imported soil on top of a layer of geotextile.

An Environmental Easement and Use Restriction Agreement was recorded on July 15, 2011, which covered former Plant 25 including AOI M-16 (Former Plant 25 Basement Area) which is also within the greater AOI M-5 (Former A-2 fill area) where concentrations of PCBs (1.35 to 98 ppm) were previously detected in residual LNAPL. PCB concentrations in soils collected during RFI activities in AOI M-16 were less than 1 ppm based on results from 28 soil samples collected from 13 borings from 0 to 30 feet bgs. Residual LNAPL is located at an elevation of approximately 961 feet above average mean sea level (or approximately 24 feet bgs) and below a former basement concrete floor that was fractured during demolition of the former building as is standard during demolition prior to the basement being backfilled. No further action is necessary to address PCBs in soils in AOI M-16.

3 AOI W-1 PCB INVESTIGATION/DELINEATION ACTIVITIES

Initial investigation activities relevant to AOI W-1 included a portion of the activities conducted in the 2014-2015 PCB Investigation Summary (Arcadis 2015). Further delineation investigation activities relevant to AOI W-1 were conducted in both 2017 and 2018 and summarized in the *Racer Pontiac North Campus - 2017 PCB Delineation Summary* memo report, the *RACER Pontiac North Campus - 2018 Additional PCB Delineation Summary* memo report, and the *RACER Pontiac North Campus - 2018 PCB Delineation Summary* memo report. The objective of the delineation investigations was to collect additional Site data to aid in refining the vertical and horizontal extent of impacted soil containing greater than 100 parts per million (ppm) PCBs at AOI W-1. Delineation investigation activities were conducted to achieve a horizontal distance of no greater than 30 linear feet between borings where no sample results tested greater than 100 ppm PCBs. Vertical delineation was achieved every two feet down to the approximate groundwater elevation. Delineation investigation activities were conducted in the accordance with the Soil PCB Delineation Scope of Work Approval Request emails submitted by Arcadis to USEPA on October 5, 2017 (approved on October 6, 2017), February 21, 2018 (approved on February 27, 2018), and May 8, 2018 (approved on May 22, 2018). All sampling activities were conducted in accordance with the Site’s Field Sampling Plan (FSP) (Encore. 2001a) and Quality Assurance Project Plan (QAPP) (Encore, 2001b).

A plan view of boring / sampling locations within AOI W-1 and resulting outlines of areas with soils greater than 100 ppm PCBs (designated as North Area 1, North Area 2, South Area 1 and South Area 2) are presented on **Figure 4**. A condensed summary of each investigation event is described in Sections 2.1-2.4 below. Additional details of investigation activities, analytical data tables, and analytical laboratory reports are included in the referenced investigation reports previously submitted to USEPA.

3.1 RACER Pontiac North Campus – 2014-2015 PCB Investigation Summary

As described in Section 2, investigation activities conducted during four separate mobilizations from May 2014 through May 2015 served as the basis for conducting additional soil delineation activities in AOI W-1. The 2014-2015 investigation activities included the installation of 23 soil borings to delineate PCBs in soil around a former groundwater monitoring well MW-24-99 in the vicinity of North Areas 1 and 2 within AOI W-1. PCB concentrations in soil were detected up to 185 ppm with a maximum detection at 16-17 feet bgs. The investigation also included the installation of 21 soil borings to delineate PCBs in soil around the location of a boring BW 1-15 in the vicinity of South Areas 1 and 2 within AOI W-1. PCB concentrations in soil were detected up to 590 ppm with a maximum detection at 18-20 feet bgs

Additional investigation activities conducted to delineate LNAPL impacts and evaluate the feasibility of recoverability are addressed in other reports, which resulted in a determination that the LNAPL in AOI W-1 was not recoverable.

3.2 RACER Pontiac North Campus – 2017 PCB Delineation Summary

Based on the results of PCB investigation activities conducted in 2014-2015, the objective of this investigation was to collect additional site data to aid in refining the vertical and horizontal extent of impacted soil containing >100 ppm PCBs within AOI W-1. Soil investigation activities were conducted from October 30 through November 2, 2017. The investigation included the installation of 18 soil borings – including five borings each in North Area 1, North Area 2, and South Area 2, and three borings in South Area 1. PCB concentrations in soil were detected up to 271 ppm in North Area 1 with a maximum detection at 8-10 feet bgs, 196 ppm in North Area 2 with a maximum detection at 18-20 feet bgs, 137 ppm in South Area 1 with a maximum detection at 10-12 feet bgs, and 36 ppm in South Area 2 with a maximum detection at 8-10 feet bgs.

3.3 RACER Pontiac North Campus – 2018 PCB Delineation Summary

Based on the results of PCB investigation activities conducted in October-November 2017, the objective of this investigation was to collect additional soil samples for PCB analysis to address data gaps and more accurately delineate the vertical and horizontal extent of impacted soil containing >100 ppm PCBs within AOI W-1. Soil investigation activities were conducted from March 19-22, 2018. The investigation included the installation of 13 soil borings – including seven borings in North Area 1, three borings in North Area 2, one boring in South Area 1, and three borings in South Area 2. PCB concentrations in soil were detected up to 31 ppm in North Area 1 with a maximum detection at 18-20 feet bgs, 15 ppm in North Area 2 with a maximum detection at 18-20 feet bgs, 16 ppm in South Area 1 with a maximum detection at 14-16 feet bgs, and 63 ppm in South Area 2 with a maximum detection at 8-10 feet bgs.

3.4 RACER Pontiac North Campus – 2018 Additional PCB Delineation Summary

Based on the results of PCB investigation activities conducted in March 2018, the objective of this investigation was to collect additional soil samples for PCB analysis to address data gaps and more accurately delineate the vertical and horizontal extent of impacted soil containing >100 ppm PCBs within AOI W-1. Soil investigation activities were conducted from June 20-21, 2018. The investigation included the installation of 6 soil borings – including three borings in North Area 1, two borings in North Area 2, and one boring at the boundary between South Area 1 and South Area 2. PCB concentrations in soil were detected up to 345 ppm in North Area 1 with a maximum detection at 12-14 feet bgs, 48 ppm in North Area 2 with a maximum detection at 16-18 feet bgs, and 79 ppm in South Area 2 with a maximum detection at 12-14 feet bgs.

3.5 Summary of AOI-W1 PCB Investigation and Delineation Activities

At the completion of June 2018 investigation activities, the extent of PCB-impacted soil proposed for interim corrective measures at the Site was defined vertically at two-foot intervals down to the approximate groundwater elevation, and horizontally to a distance of no greater than 30 feet between any two sample locations. **Figure 4** is a plan view of the boundaries within which soil was identified to be impacted at concentrations exceeding 100 ppm, and also depicts two cross-sections across the combined north and combined south proposed removal areas. **Figure 5a** and **Figure 5b** depict elevation views of each of the two cross-sections. No additional delineation activities were recommended, indicating that this IM Work Plan was being prepared to address delineated impacts exceeding 100 ppm PCBs. Results and recommendations of June 2018 delineation investigation activities were discussed with USEPA on a project update call on July 20, 2018 prior to publishing and distribution of the final work report, during which USEPA verbally agreed that it was appropriate to proceed with preparing this IM Work Plan,

4 PROPOSED RISK-BASED CLEANUP AND DISPOSAL PLAN

RACER proposes to implement deed restrictions and notifications for areas of the Site that contain PCB concentrations greater than 1 ppm in soil and to remove and dispose off-site soil containing greater than 100 ppm. This section provides a summary of the proposed deed restrictions (i.e., DRC) and details that pertain to removing soil from the four removal areas containing total PCBs at concentrations greater than 100 ppm and transporting it for off-site disposal. The risk-based PCB cleanup and disposal plan for this Site is described in the following paragraphs.

4.1 Soil Removal

Proposed soil excavation and disposal activities will be conducted in accordance with the following.

4.1.1 Approvals and Notifications

This section provides a summary of the details which pertain to removing soil from the four removal areas containing total PCBs at concentrations greater than 100 ppm and transporting it for off-site disposal. Two general excavation areas (north and south) are proposed based on analytical results, the orientation of the four removal areas, and the location of a known underground private electrical line associated with the USPS' outside lighting network.

Prior to mobilization, obtain all necessary approvals and make notifications as appropriate. This includes obtaining Soil Removal IM Work Plan approvals from USEPA; ensuring communications and arrangements with the property tenant (United States Post Office); completing profiles, performing any additional characterization and analysis required, and obtaining approvals from designated treatment and disposal facilities for soil disposal and wastewater disposal as applicable; and notifying USEPA, the Michigan Department of Environmental Quality (MDEQ), and the United States Post Office of the work schedule.

4.1.2 Site Preparation

Prior to beginning soil removal activities, the following site preparation activities will be performed.

- Proper utility clearance procedures will be completed both within the extent of the planned excavations and in the surrounding areas. It is anticipated that one underground electric line which extends underground between light poles from east to west along the northern boundary of the south excavation area will need to be temporarily disconnected during excavation activities.
- A licensed surveyor will stake and mark out the extent of each excavation which will extend to the existing surveyed soil boring locations used to define the extents of the excavation. Staked locations will keep the excavations aligned with existing analytical data from delineation sampling events. The soil excavation areas and limits of both excavated overburden soils staged for backfill and TSCA-regulated PCB waste targeted for removal and disposal are shown on **Figure 6**.
- Site features such as monitoring wells (TW-01-03, TW-01-02, and MWW01-SEN03) located in the nearby vicinity but outside of the excavation boundaries, manholes, and USPS lighting poles will be protected.
- Work zones and staging areas will be designated as shown on **Figure 6**. This includes locations for equipment and vehicle storage, lined area designed with drainage containment for equipment decontamination and overburden soil material staging, and contingency frac tank staging for any required storage of wastewater from drainage or excess accumulation.
- Construction safety fence or appropriate barricades will be installed just outside the excavation and work zone boundaries.
- Designated loading areas will be established, and appropriate measures will be taken to ensure that contact does not occur between impacted soils designated for disposal, overburden soils designated for backfill, and approved non-impacted surface cover (geomembrane liner and gravel or vegetated soil). Excavated soils will be directly loaded into trucks/roll-off boxes over an area covered with poly plastic sheeting (or similar) to protect the underlying ground.

- Upwind and downwind perimeter dust monitoring stations will be established.
- Aboveground vegetation will be cleared as necessary within and immediately adjacent to the planned excavation areas. Aboveground debris generated during grubbing/scraping activities will be placed in the lined overburden soil consolidation areas and utilized as backfill as appropriate.
- Temporary Site access roads will be completed to accommodate safe access, loading, unloading and other planned transportation activities in a manner minimizing disruption to ongoing USPS transportation activities. A cross-section of a temporary access road is depicted in **Figure 7**.

4.1.3 Soil Erosion and Sedimentation Control

The combined areas of land to be excavated will occupy less than 1 acre; therefore, a Sediment Erosion and Sedimentation Control Plan (SESC) Plan is not required. However, removal activities will be completed utilizing best management practices that minimize the potential for erosion and migration of soil to adjacent properties. Impacted soil will be excavated and placed directly into trucks or staged roll-off containers, reducing or eliminating the need for stockpiling. However, in the event that direct loading of impacted soil and unloading of fill soil cannot be achieved, soil stockpiles will be contained on and covered with polyethylene sheeting to prevent erosion. SESC control measures will be removed upon completion of surface restoration and/or vegetation coverage, where appropriate.

4.1.4 Soil Removal and Groundwater Management

As previously described, horizontal and vertical delineation has been completed in the targeted soil removal areas through multiple investigation events at depths extending down to the groundwater table. The excavations will extend to the delineation locations where laboratory analytical results show that PCB concentrations are less than 100 ppm PCBs. Therefore, sufficient evidence is present that additional sampling and analysis will not be needed following completion of the excavations to the prescribed limits depicted in **Figure 6**.

The initial material excavated from the four removal areas has been identified as containing total PCB concentrations of less than 100 ppm. This volume of soil includes estimates of material removed from the benching/shoring areas outside the excavation extent, as well as estimates for the overburden material within each excavation area. The limits of the initial excavation of materials containing total PCB concentrations of less than 100 ppm as measured from the surface elevations are different for each removal area (refer to **Figure 5a** and **Figure 5b**). The approximate depths of overburden within the four removal areas are as follows:

- North Area 1: 0-6 feet bgs
- North Area 2: 0-16 feet bgs
- South Area 1: 0-4 feet bgs
- South Area 2: 0-4 feet bgs

Of note, the depths within the overburden areas specified above reflect a minimum 1-foot safety factor (a reduction in overburden) planned to ensure temporarily staged overburden soils are not excavated into the areas designated for removal and off-site disposal. Overburden material will be stockpiled in a lined soil consolidation area. As shown on **Figure 6**, an estimate of the total volume of overburden from both excavations amounts to approximately 6,500 cubic yards (cy), considering both overburden from

benching/shoring and that located within the removal areas. Upon removal in each excavation area will be securely covered and saved for use as backfill.

Also as shown in **Figure 6**, the total volume of soil with total PCB concentrations exceeding 100 ppm amounts to approximately 2,900 cy. Following the completion of the initial excavation of overburden material in each excavation area, this soil will be removed and directly loaded into lined dump trailers for off-site transportation and disposal, without stockpiling. These excavation limits have been identified during past investigations and are different for each removal area:

- North Area 1: 6-18 feet bgs
- North Area 2: 16-20 feet bgs
- South Area 1: 4-18 feet bgs
- South Area 2: 4-10 and 4-12 feet bgs

Surface water will be managed in such a way as not to promote drainage away from the excavation. Although excavation activities are being planned at elevations above the average groundwater table, based on the results of previous investigations perched groundwater may be encountered during excavation. Any required dewatering or solidification of soils being removed for transportation and off-site disposal will be performed within benched sections of the excavation area prior to loading. Precipitation and perched groundwater (to the extent present) will be accumulated in a deeper portion of the excavation area where removal and loading is actively occurring, and pumped through hose to an adjacent excavation area. As a contingency, an onsite frac tank will be staged for characterization and disposal. Soil removal activities may be temporarily suspended to allow water to either infiltrate or be removed from excavations. If initial water removal activities are not successful and there is excessive seepage into the excavation, the excavation for that area may be considered complete, even if the target removal depth as not been met. The probability of realizing this scenario will be minimized by planning field activities for mid to late summer, which is generally the driest time of the year. To the extent reasonable and safe, soils where PCB have been detected at lower depths at concentrations greater than 100 ppm (such as SB-16-14 in South Area 1 as depicted on Figure 5) will be removed to and below the level of the water table encountered within the defined excavation areas at the time when the work is being performed.

Following soil removal activities, the horizontal and vertical excavation extents will be surveyed to confirm the required material was removed.

4.1.5 Air Monitoring and Dust Suppression

Air monitoring will be performed and documented throughout all dust generating activities due to the potential for inhalation exposure to dust containing PCBs, as well as for organic vapors potentially being emitted from exposed impacted materials. Air quality will be monitored on an hourly basis during the period of excavation activities with a particulate meter (DustTRAK or similar) and photoionization detector (PID) both within the restricted access work zone and at the perimeter of the USPS facility driveway and parking lot to monitor potential exposure to workers and public receptors, respectively. Action levels have been established to ensure that exposures to workers and potential nearby receptors are acceptable.

The maximum proposed action level of 1.0 mg/m³ particulates is five times less than the Occupational Safety and Health Administration (OSHA) Prolonged Exposure Limit (PEL) time weighted average (TWA)

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threshold of 5 mg/m³ for respirable particulates and fifteen times less than the OSHA PEL TWA threshold of 15 mg/m³ for total particulates. The maximum concentration of PCBs in the soil to be excavated is 590 ppm. At this maximum concentration of PCBs in dust (particulates), the calculated maximum concentration of PCBs of 0.0006 mg/m³ is still 60% less than the 0.001 mg/m³ National Institute of Occupational Safety and Health (NIOSH) recommended exposure limit (REL) for PCB compounds.

Based on historic characterization of soil and groundwater in the excavation area, the potential source of organic vapors that could be encountered during work activities is from residual oils (or LNAPL) in unsaturated soil, the capillary fringe, or the water table. Such residual oils (or LNAPL) has been characterized as a weathered diesel fuel or fuel oil. Although regulatory action levels do not exist for diesel fuel or fuel oil fumes, a maximum established concentration of 10 ppm total organic vapor action level is proposed based on the TWA REL of naphthalene (an aromatic potentially volatile component of diesel fuel) as a conservative action level to ensure the protection of workers and other potential receptors.

Arcadis and the construction contractor will establish and maintain Health & Safety Plans to ensure that measures are taken if predetermined action levels are exceeded either in the work zone or at the perimeter of the USPS facility driveway and parking lot as specified, and actions to reduce emissions will be implemented as defined below:

Total Organic Vapor monitoring (action levels in ppm [parts per million])

Action Level (ppm)	Operations
< 5.0	Continue normal work operations; continue hourly breathing zone monitoring
5.0 – 10.0	Levels sustained > 5 minutes, monitor continuously, evaluate potential sources, and review engineering controls and PPE. Proceed with caution.
> 10.0	Stop work; verify measurement against upgradient background, confirm source / cause of reading, contact Project Manager and Health & Safety lead, and mitigate via coverage, transport, or other applicable measure.

The total organic vapor action levels and corresponding operations above apply to measurements both at the perimeter of the USPS facility driveway and parking lot, as well as inside the work zone.

Particulate monitoring (action levels in milligrams per cubic meter [mg/m³])

Action Level (mg/m ³)	Operations
< 0.5	Continue normal work operations
0.5 – 1.0	Levels sustained > 5 minutes, monitor continuously, evaluate potential sources, and review engineering

	controls and PPE. Proceed with caution and begin dust suppression activities.
> 1.0	Stop work; continue dust suppression activities until measurements decline below 1.0 mg/m ³ (for recommencement of work) and 0.5 mg/m ³ (for normal operations).

The particulate action levels and operations above also apply to measurements both at the perimeter of the USPS facility driveway and parking lot, as well as inside the work zone. However, to the extent work zone concentrations are exceeded but perimeter concentrations remain under action levels, Arcadis and the construction contractor will employ dust suppression activities consistent with the action levels above, but may elect to continue work and mitigate work zone exposure through the required use of PPE.

4.1.6 Shoring

All excavations will be shored or sloped appropriately in accordance with OSHA standards. As described in Section 3.1.4 and depicted in Figure 6, sloped material will be stockpiled with overburden materials and used as backfill in the excavation.

4.1.7 Soil and Groundwater Transportation and Disposal Management

Excavated soils with PCB concentrations above the target cleanup level of 100 ppm will be live-loaded into trucks or roll-off boxes staged at the Site during the IM to eliminate the need for stockpiling soils targeted for removal. Wastes such as concrete foundations, slabs, footings or similar debris located within the areas designated for removal will also be live-loaded into trucks for off-site transportation and disposal. Wastes such as concrete foundations, slabs, footings or similar debris located in sloping and overburden areas will be temporarily stockpiled in the material storage area and placed back into the excavation upon the completion of soil removal activities

Wastes and cleaning materials generated by the remedial activities described above will be managed in accordance with PCB remediation waste disposal requirements established under TSCA regulations. Soils removed from the Site containing PCBs at concentrations exceeding 100 ppm will be transported off-site as a TSCA-regulated PCB waste at a TSCA permitted chemical waste landfill or a RCRA-permitted Subtitle C landfill in accordance with applicable regulations. Loaded trucks will follow a prescribed transportation route to the designated disposal facility. Arcadis will review, approve, and sign all waste profiles and waste shipping documents/manifests prior to shipment of soil from the Site. Arcadis will obtain weight tickets, tare/gross weight slips, and waste shipping documents from each truckload of soil transported from the Site. Certificates of disposal will be obtained from the disposal facilities. Copies of all transport and disposal documentation will be provided in the completion report and will be kept on file as part of the administrative record by RACER.

As previously described, groundwater and precipitation management practices will be employed during soil removal activities in a manner to minimize the generation of liquid waste. However, a frac tank will be mobilized to collect such waste to the extent that it is generated. Liquid waste generated during soil removal activities will be sampled and analyzed for PCBs as well as RCRA characteristics, transported and pretreated/disposed in accordance with applicable regulations. To the extent applicable, PCB-

containing liquid waste generated by excavation and/or decontamination activities will either be disposed of as a TSCA-regulated PCB waste or treated, if necessary, in accordance with the PCB decontamination standards presented in 40 CFR 761.79.

4.1.8 Backfill, Site Restoration, and Cap

Once the predefined extents of the excavations have been reached, backfill will commence. Because the depth of the excavations are planned to extend to the approximate groundwater elevation in both the north and south excavation areas, 1"x3"-crushed limestone or an equivalent material will be placed in the bottom of the excavations at such locations and overlain by a geotextile fabric for stability. Temporarily staged soils with PCB concentrations less than 100 ppm will then be placed and compacted in the lower portions of the excavation to a depth of no shallower than 2.5 feet bgs. This material will be overlain with at least 24 inches of fill material with concentrations of less than 1 ppm PCBs and compacted to within approximately 0.25 feet bgs. The compacted top 24" layer of fill material in each area will serve as the soil cap for the PCB-impacted material below it, and either be obtained from an on-site source or off-site source. A potential area for obtaining on-site borrow soil for fill is depicted in Figure 6. To the extent that use of on-site material is pursued, criteria for sampling and utilizing the potential on-site source for backfill material will be proposed separately and subject to approval by USEPA. If an off-site source is utilized, a certification of clean fill material will be requested from each off-site source. Furthermore, one sample will be obtained from each off-site source and tested to ensure that the material does not contain concentrations of PCBs greater than 1 ppm.

Compaction will occur by placing material in 12-inch lifts and compacted in place with conventional construction equipment. No compaction testing is anticipated. After completion of backfill and capping activities, approximately 3 inches of loose topsoil obtained and confirmed clean from an off-site source will be placed to grade and vegetated. **Figure 7** depicts a cross-section of the excavation backfill materials.

As described in Section 4.1.4, surveying will be conducted of the horizontal and vertical extents of the excavation areas. The results of surveying will document the depths of the compacted fill below the topsoil and vegetation serving as the caps with concentrations of PCBs less than 1 ppm. As part of surveying activities, stakes with vertical markers will be installed and secured in place to define the extents of the cap areas.

Outside of the excavation areas, other areas disturbed by work activities will also be seeded and mulched. Erosion and sedimentation controls will remain in place until a vegetative cover is established.

4.1.9 Equipment Decontamination Procedures

During implementation of the remedial activities, equipment decontamination will be required prior to:

- Moving equipment from an excavation area into the support zone.
- Using equipment (excavator, front end loader, or other) that was previously used to handle soils containing more than 100 ppm PCBs to handle soils containing less than 100 ppm PCBs.
- Demobilizing equipment that was used to excavate or manage PCB containing soils from the Site.

Rinse water generated by decontamination activities will be managed as described in Sections 4.1.4 and 4.1.7.

Prior to demobilization from the Site, construction equipment used to excavate or handle TSCA (materials which contain PCB concentrations of 50 ppm or more) and non-TSCA regulated waste will be moved from the work area (contamination zone) to a decontamination pad (located in the decontamination area) where the equipment will be cleaned via dry scraping and triple rinsing with pressure washers to remove bulk material that could potentially contain PCBs. After the equipment is cleaned and prior to demobilization from the Site, standard PCB wipe samples (10-centimeter [cm] by 10-cm, as defined in 40 CFR Part 761.123) will be collected from surfaces of the equipment that would have been in primary contact with the soil in the excavation areas (i.e., excavator bucket, excavator tracks, and excavator underbody). Wipe samples will be collected at a frequency of one sample per every 100 square feet of equipment surface area, with a maximum of three samples for any individual piece of equipment. The wipe samples will be submitted for laboratory analysis in accordance with USEPA SW-846 Method 8082a. If PCBs are detected for any of the wipe samples at concentrations equal to or exceeding 10 µg/100 cm², the portion of the equipment represented by that sample will be pressure washed again and additional samples will be collected until acceptable wipe sample results are achieved. Once acceptable wipe sampling results are obtained for the equipment, it will be demobilized from the Site. All solid waste materials generated by decontamination of equipment that was used to handle TSCA-regulated waste will be collected and managed as TSCA-regulated PCB waste for disposal purposes.

4.2 Deed Restrictions and Notifications

Deed restrictions and notifications are proposed for areas of the Site where PCB concentrations in soil are estimated to be equal to or greater than 1 ppm except for area AOI M-16. Those areas are illustrated in Figure 2. A proposed Amended and Restated DRC for the Rivore Metals LLC property is included in Attachment 1, and a proposed Amended and Restated DRC for the USPS-leased property is included in Attachment 2.

4.3 Cap Inspections

The cap areas will be inspected annually to verify continued suitability for the exposure barriers. If it is identified that repairs are necessary, they will be made.

5 NOTIFICATION AND SCHEDULE

This IM Work Plan requests U.S. EPA approval to proceed with the proposed deed restrictions and notifications, and soil removal activities as a risk-based cleanup being conducted under 761.61. The proposed activities are technically sound and protective of human health and the environment.

Bid Solicitation will begin upon approval of this work plan. RACER is targeting August 2019 to implement soil removal activities as that is generally a drier part of the year and will allow for efficient and effective removal activities. After contractor mobilization to the Site, removal activities will require approximately six to eight weeks to substantially complete.

6 REFERENCES

- Arcadis 2012. RACER Pontiac North Campus – Draft RCRA Facilities Investigation Report. July 9, 2012.
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- Arcadis. 2018a. RACER Pontiac North Campus - 2017 PCB Investigation Summary. February 27, 2018.
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- Arcadis. 2018c. RACER Pontiac North Campus - 2018 Additional PCB Investigation Summary. July 25, 2018.
- Encore. 2001a. Field Sampling Plan, Pontiac North Campus. General Motors Corporation, Pontiac, Michigan. May 2001.
- Encore. 2001b. RFI Work Plan, Pontiac North Campus. General Motors Corporation, Pontiac, Michigan. May 15, 2001.
- Encore. 2007. Notice of Soil Relocation. General Motors Corporation – Pontiac North Campus. Pontiac, Michigan. March 7, 2007.
- MDEQ. 2002. Sampling Strategies and Statistics Training Materials for Part 201 Cleanup Criteria. August 2002.
- USEPA. 2005. Polychlorinated Biphenyl (PCB) Site Revitalization Guidance Under the Toxic Substances Control Act (TSCA). November.

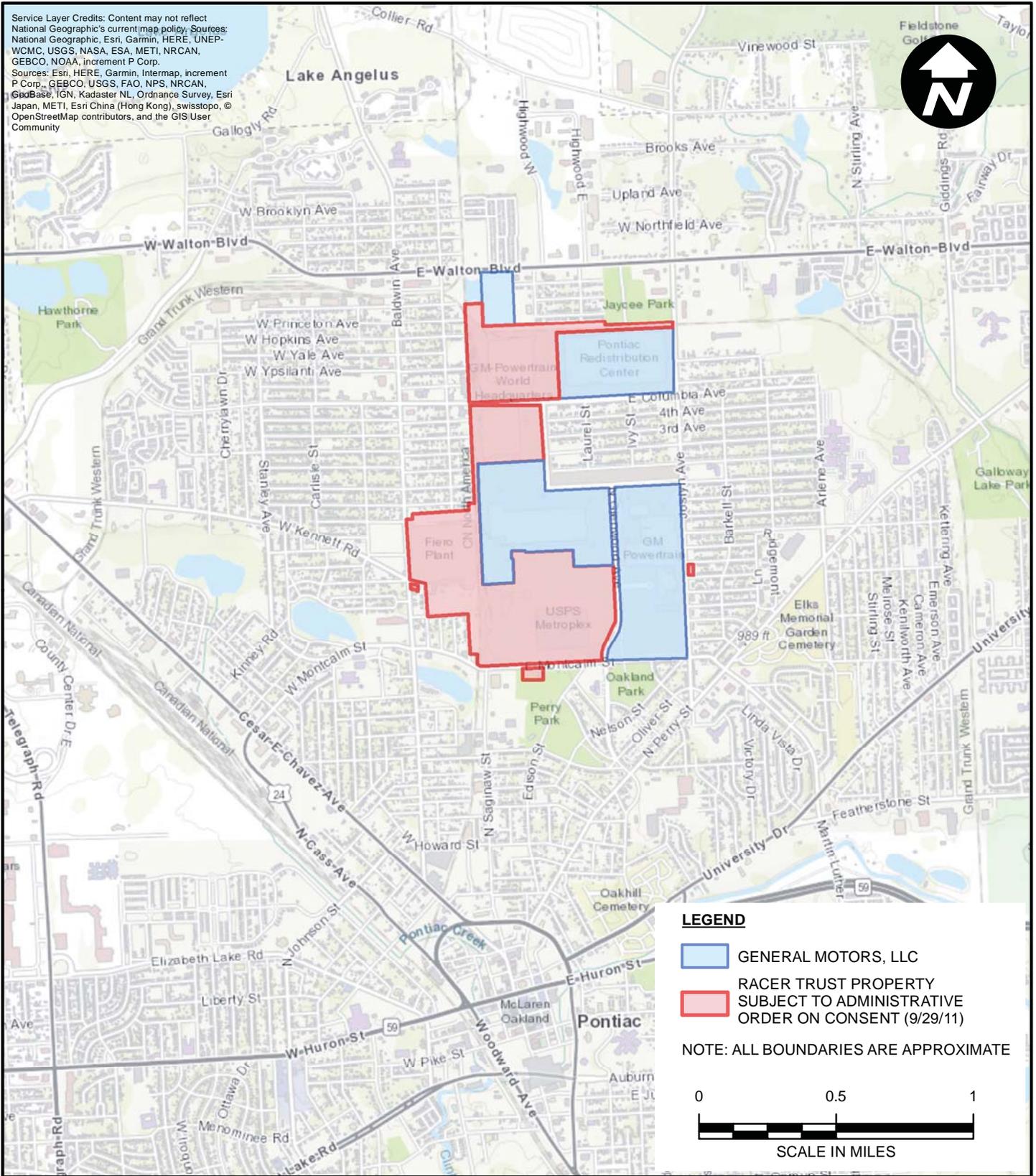
FIGURES



Service Layer Credits: Content may not reflect National Geographic's current map policy. Sources: National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.
 Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community



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LEGEND

- GENERAL MOTORS, LLC
- RACER TRUST PROPERTY
SUBJECT TO ADMINISTRATIVE ORDER ON CONSENT (9/29/11)

NOTE: ALL BOUNDARIES ARE APPROXIMATE



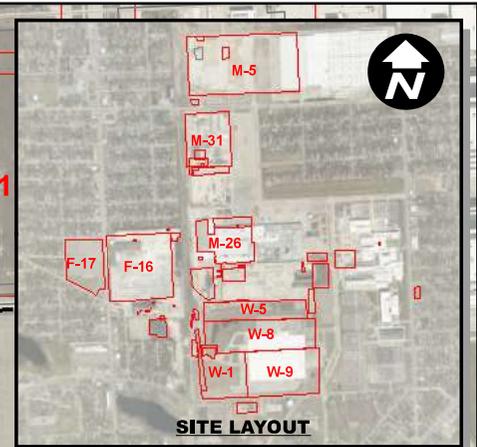
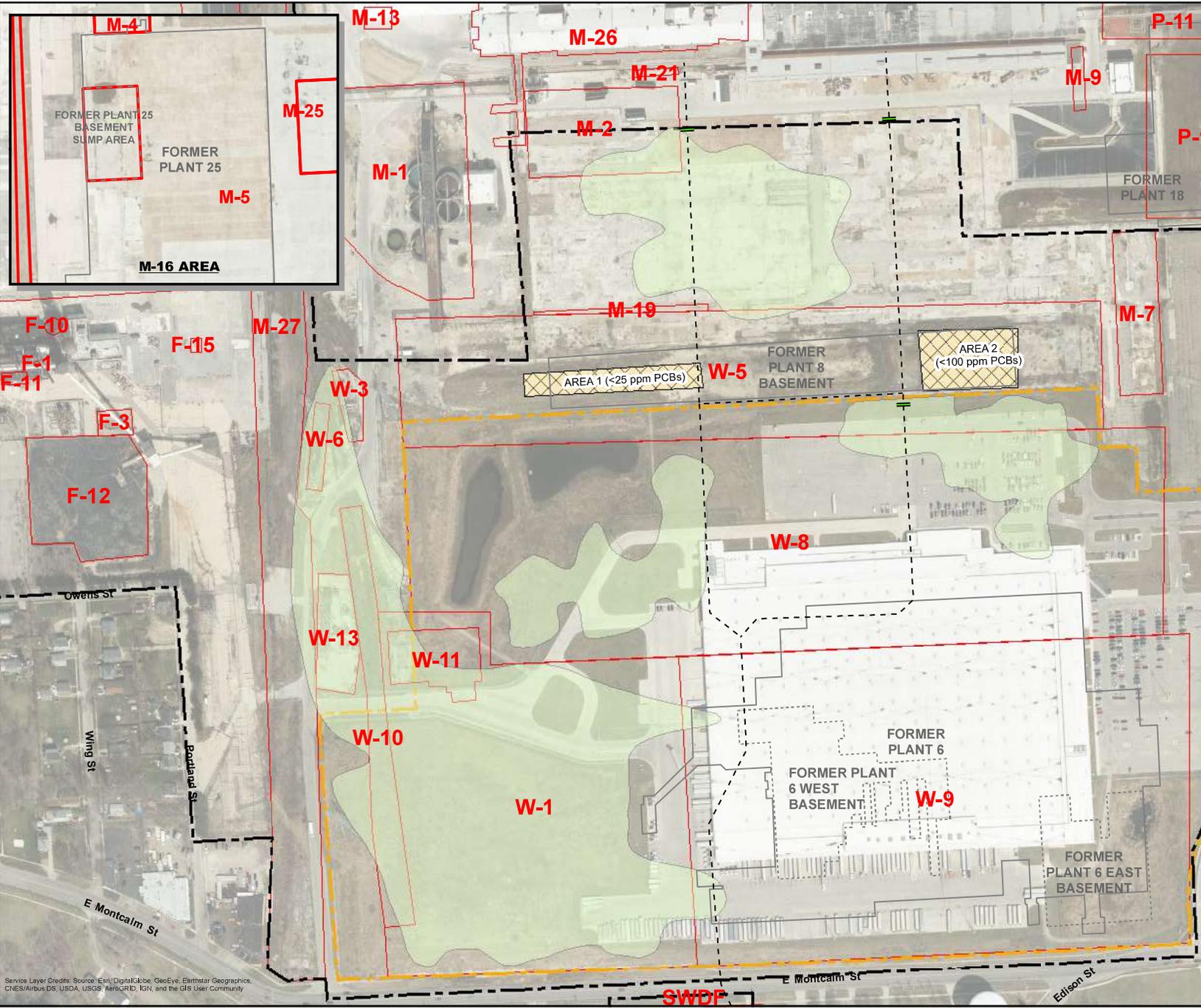
RACER TRUST
 PONTIAC NORTH CAMPUS
 PONTIAC, MICHIGAN

SITE LOCATION

Design & Consultancy
for natural and built assets

FIGURE
1

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LEGEND

- ABANDONED SEWER BULKHEAD LOCATION
- ABANDONED SEWER
- FORMER BUILDING BASEMENT
- FORMER BUILDING FOOTPRINT
- 1 ppm PCBs BOUNDARY
- PCB CAP
- BOUNDARY OF CURRENT AND FORMERLY OWNED RACER TRUST PROPERTY (NOWAK & FRAUS, JUNE 2012)
- USPS (UNITED STATES POSTAL SERVICE) DISTRIBUTION CENTER PROPERTY BOUNDARY
- AREAS OF INTEREST

AOI - AREA OF INTEREST
 PCBs - POLYCHLORINATED BIPHENYLS
 PPM - PARTS PER MILLION

LNAPL SATURATION DATA, PCB CONCENTRATIONS IN LNAPL AND SOIL, AND LIF RESPONSE DATA WERE USED TO ESTIMATE 1 PPM PCB BOUNDARY

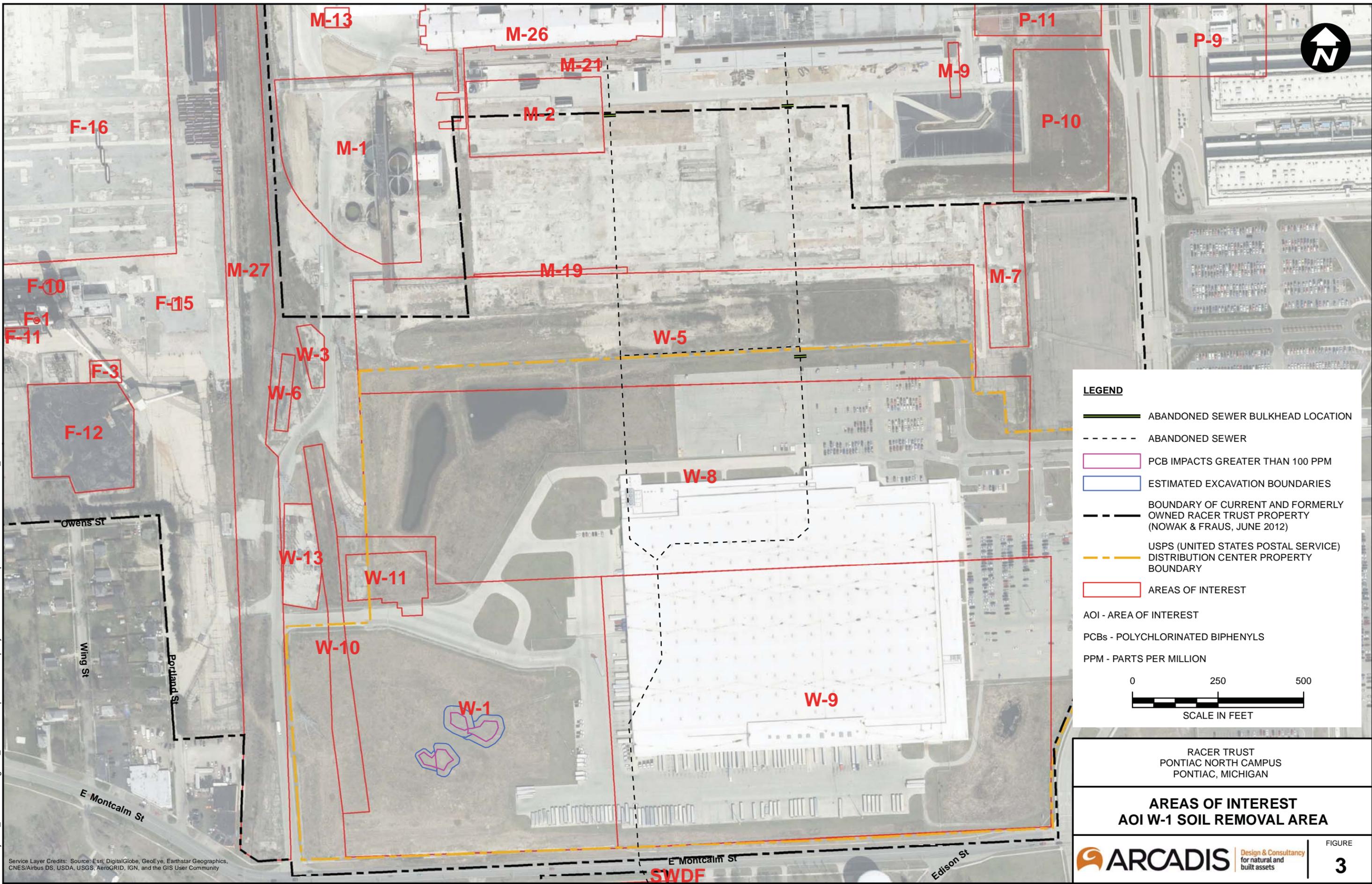
0 250 500
 SCALE IN FEET

RACER TRUST
 PONTIAC NORTH CAMPUS
 PONTIAC, MICHIGAN

**AREAS OF INTEREST
 PCB IMPACT AREAS**

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

CITY: NOVI, MI DIV: ENV DB: TRY PIC: PM: TM: TR: PROJECT NUMBER: B0064607.2019.00004 COORDINATE SYSTEM: NAD 1983 StatePlane Michigan South FIPS 2113 Feet
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LEGEND

- ABANDONED SEWER BULKHEAD LOCATION
- ABANDONED SEWER
- PCB IMPACTS GREATER THAN 100 PPM
- ESTIMATED EXCAVATION BOUNDARIES
- BOUNDARY OF CURRENT AND FORMERLY OWNED RACER TRUST PROPERTY (NOWAK & FRAUS, JUNE 2012)
- USPS (UNITED STATES POSTAL SERVICE) DISTRIBUTION CENTER PROPERTY BOUNDARY
- AREAS OF INTEREST

AOI - AREA OF INTEREST
 PCBs - POLYCHLORINATED BIPHENYLS
 PPM - PARTS PER MILLION

0 250 500
 SCALE IN FEET

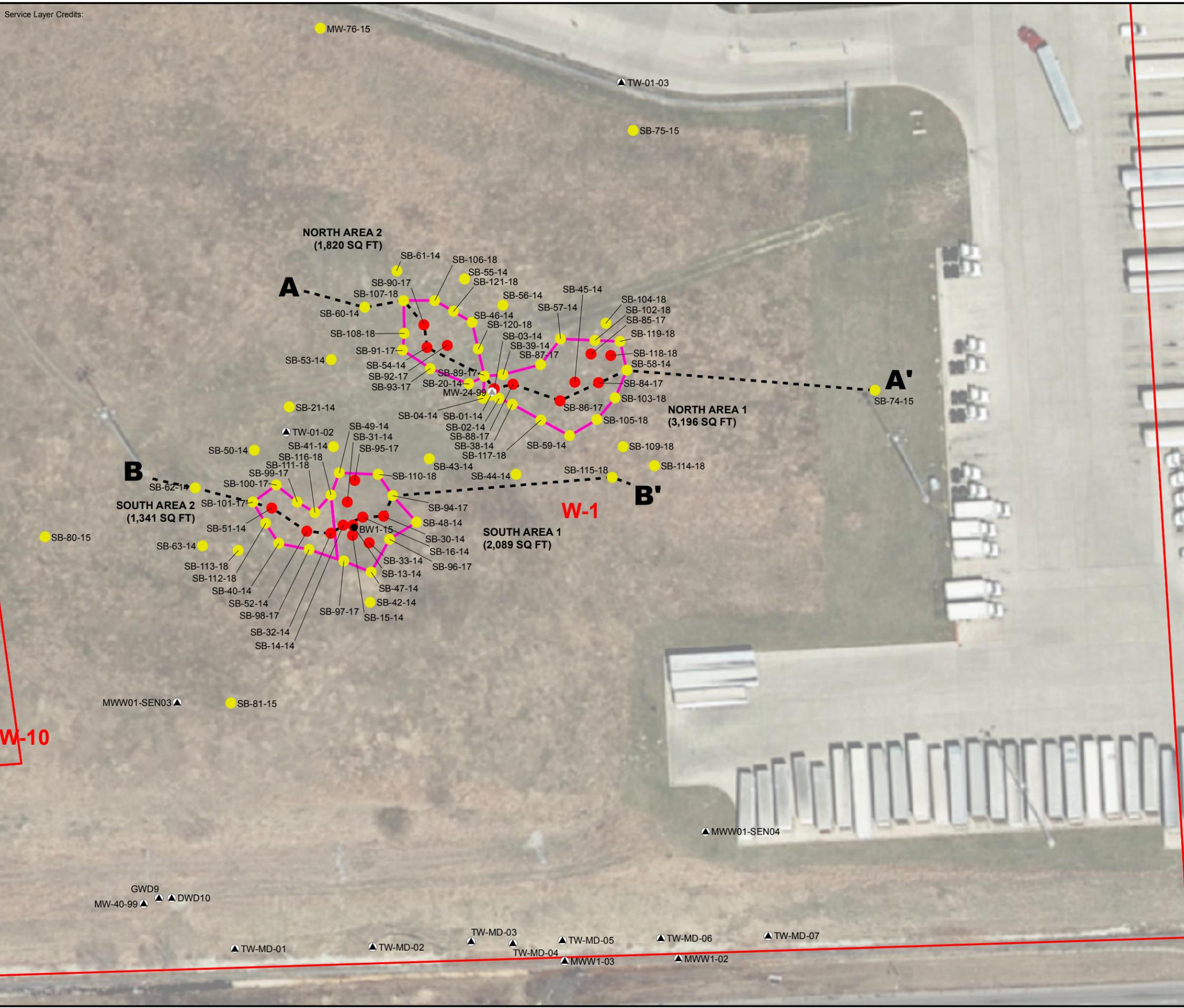
RACER TRUST
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 PONTIAC, MICHIGAN

**AREAS OF INTEREST
 AOI W-1 SOIL REMOVAL AREA**

ARCADIS | Design & Consultancy
 for natural and built assets

FIGURE
3

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



LEGEND

- SOIL BORING PCBs IN SOIL > 100PPM
 - SOIL BORING PCBs IN SOIL < 100PPM
 - ▲ EXISTING MONITORING WELL
 - ▲ MONITORING WELL (ABANDONED)
 - SOIL BORING
 - - - - - CROSS-SECTION TRANSECT
 - - - - - PROPERTY BOUNDARY
 - ESTIMATED MAXIMUM EXTENT OF PCB IMPACTS > 100PPM IN SOIL
 - AREAS OF INTEREST
- PCBS - POLYCHLORINATED BIPHENYLS
ppm - PARTS PER MILLION



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PONTIAC NORTH CAMPUS
PONTIAC, MICHIGAN

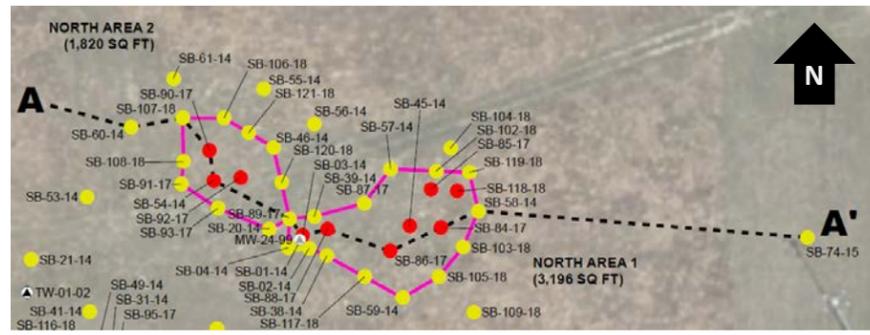
**AOI W-1 SOIL REMOVAL AREA
CROSS-SECTION TRANSECT MAP**



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built assets

FIGURE

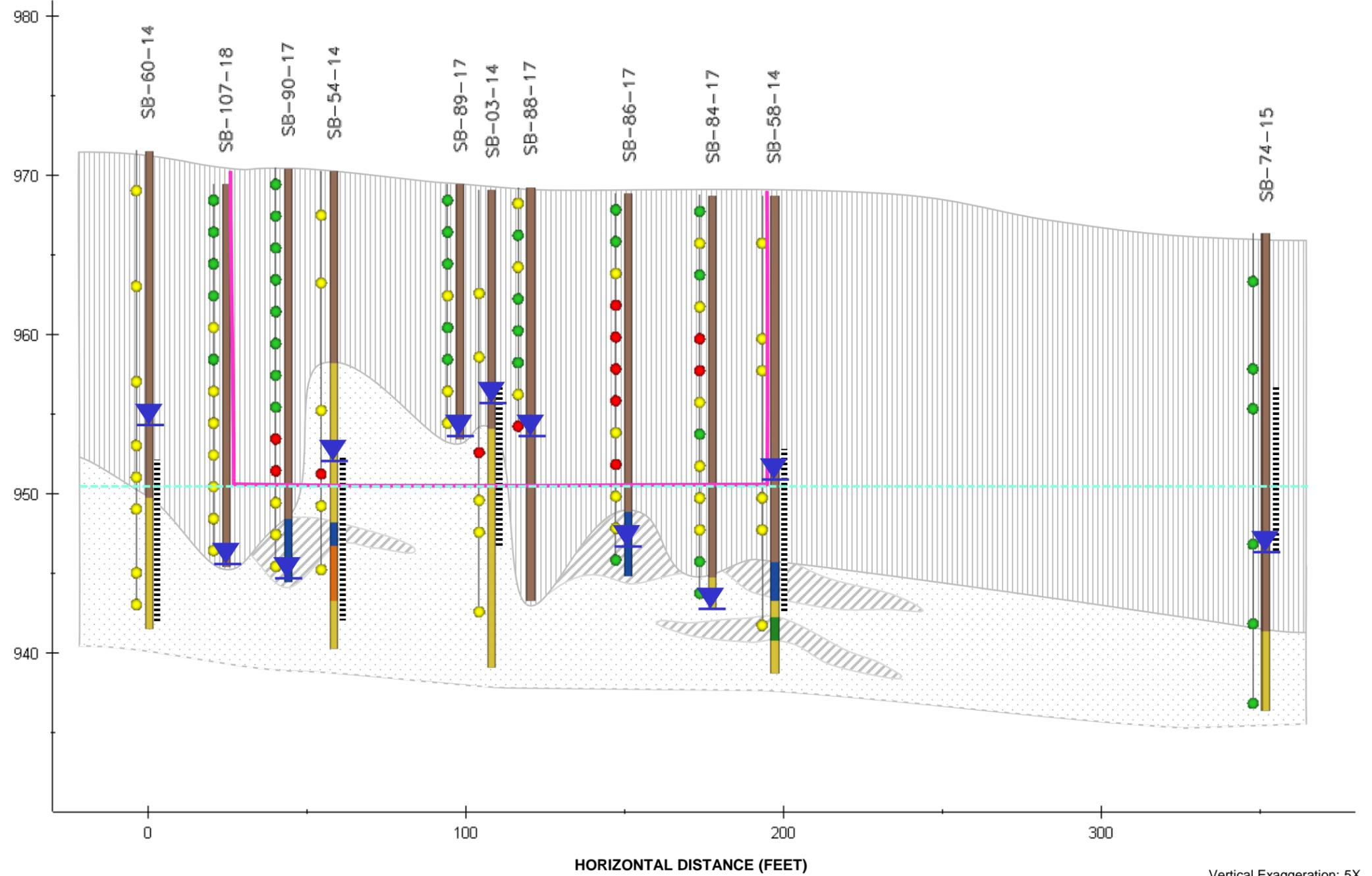
4



A WEST

A' EAST

ELEVATION (FEET ABOVE MEAN SEA LEVEL)



Please refer to Figure 3 (cross section transect map) for detailed symbology descriptions of symbols present on the aerial map.

PCB – Polychlorinated biphenyls
PPM – Parts per million

Vertical Exaggeration: 5X

Generalized Stratigraphy

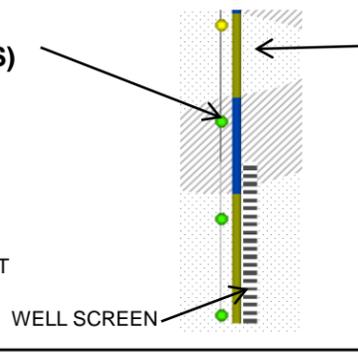
- CONCRETE
- FILL MATERIAL
- GLACIAL OUTWASH DEPOSITS COMPRISED PRIMARILY OF SANDS AND GRAVELS
- GLACIOLACUSTRINE DEPOSITS COMPRISED PRIMARILY OF SILTS AND CLAYS WITH THIN LENSES OF SANDS AND GRAVELS

Borehole Stratigraphy

- FILL
- GRAVEL
- SAND
- SILT
- CLAY
- NO RECOVERY

PCBs IN SOIL (SPHERES)

- ≥100 PPM
- <100 PPM
- NON-DETECT (Soil Only)

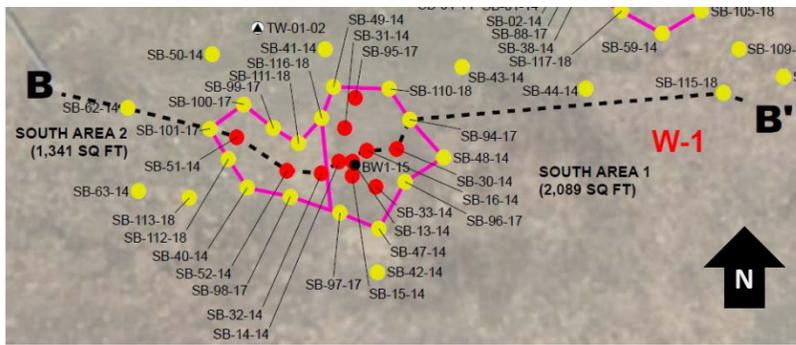


BOREHOLE STRATIGRAPHY

- SOIL SAMPLE LOCATION SPHERES ARE DEPICTED AT VERTICAL MIDPOINT OF EACH 2-FOOT SAMPLING INTERVAL, AND THEREFORE REPRESENTS PCB CONCENTRATIONS 1 FOOT ABOVE AND BELOW THE LOCATION
- ESTIMATED MAXIMUM EXTENT OF PCB IMPACTS ≥ 100 PPM IN SOIL ABOVE APPROXIMATE GROUNDWATER ELEVATION BASED ON OCTOBER 2017 GAUGING EVENT
- APPROXIMATE GROUNDWATER ELEVATION BASED ON OCTOBER 2017 GAUGING EVENT
- DEPTH TO WATER IN SOIL BORING DURING INSTALLATION

RACER TRUST
PONTIAC, MICHIGAN
PONTIAC NORTH CAMPUS

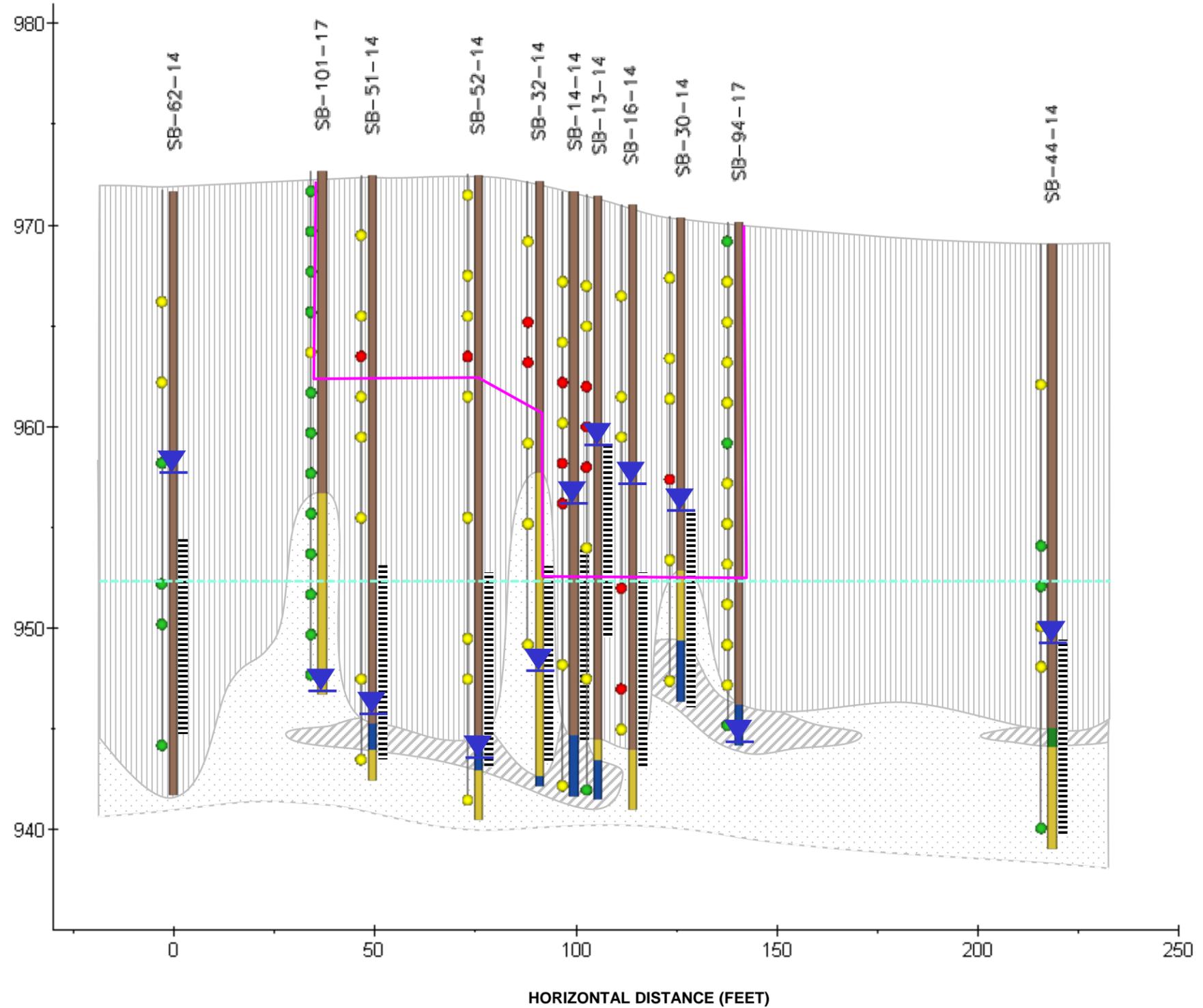
AOI W-1 SOIL REMOVAL AREA
CROSS SECTION A-A'



B
WEST

B'
EAST

ELEVATION (FEET ABOVE MEAN SEA LEVEL)



Please refer to Figure 3 (cross section transect map) for detailed symbology descriptions of symbols present on the aerial map.

PCB – Polychlorinated biphenyls
PPM – Parts per million

Vertical Exaggeration: 5X

Generalized Stratigraphy

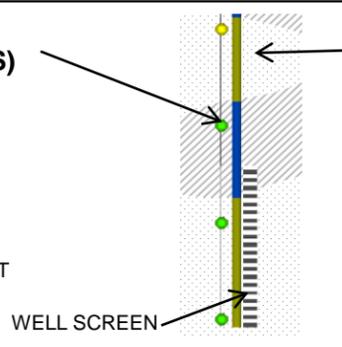
- CONCRETE
- FILL MATERIAL
- GLACIAL OUTWASH DEPOSITS COMPRISED PRIMARILY OF SANDS AND GRAVELS
- GLACIOLACUSTRINE DEPOSITS COMPRISED PRIMARILY OF SILTS AND CLAYS WITH THIN LENSES OF SANDS AND GRAVELS

Borehole Stratigraphy

- FILL
- GRAVEL
- SAND
- SILT
- CLAY
- NO RECOVERY

PCBs IN SOIL (SPHERES)

- ≥100 PPM
- <100 PPM
- NON-DETECT (Soil Only)



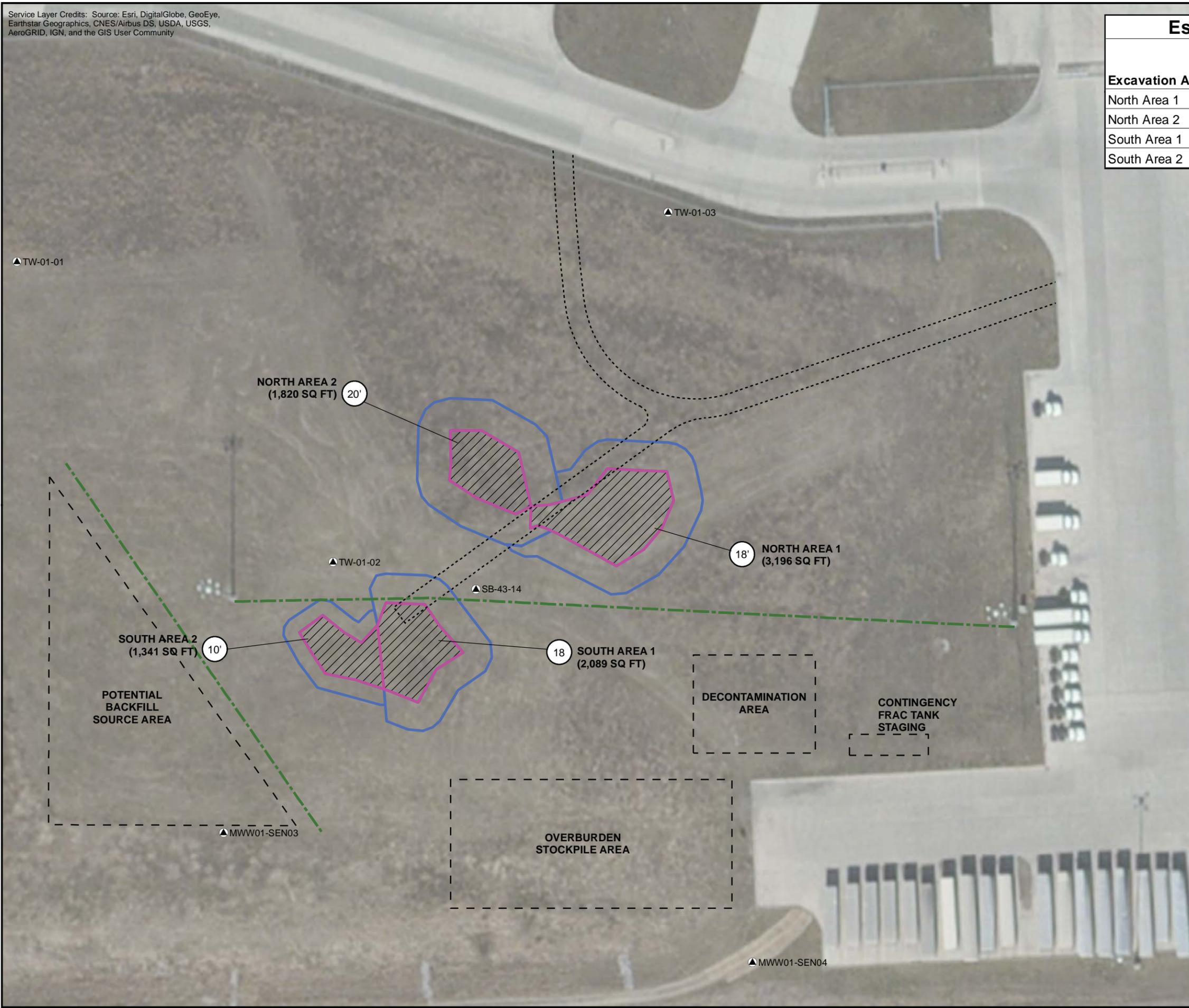
BOREHOLE STRATIGRAPHY

- SOIL SAMPLE LOCATION SPHERES ARE DEPICTED AT VERTICAL MIDPOINT OF EACH 2-FOOT SAMPLING INTERVAL, AND THEREFORE REPRESENTS PCB CONCENTRATIONS 1 FOOT ABOVE AND BELOW THE LOCATION
- ESTIMATED MAXIMUM EXTENT OF PCB IMPACTS ≥ 100 PPM IN SOIL ABOVE APPROXIMATE GROUNDWATER ELEVATION BASED ON OCTOBER 2017 GAUGING EVENT
- APPROXIMATE GROUNDWATER ELEVATION BASED ON OCTOBER 2017 GAUGING EVENT
- DEPTH TO WATER IN SOIL BORING DURING INSTALLATION

RACER TRUST
PONTIAC, MICHIGAN
PONTIAC NORTH CAMPUS

AOI W-1 SOIL REMOVAL AREA
CROSS SECTION B-B'

Estimated Excavation Quantities		
Excavation Area	Total Cubic Yards for Transport and Disposal (>100 ppm PCBs)	Total Cubic Yards for Reuse (<100 ppm PCBs)
North Area 1	1420	2120
North Area 2	270	2663
South Area 1	928	1302
South Area 2	335	462



LEGEND

- EXISTING MONITORING WELL
- APPROXIMATE LOCATION OF UNDERGROUND ELECTRICAL LINE
- ACCESS ROADWAY (DURATION OF CONSTRUCTION)
- APPROXIMATE EXTENT OF SOIL CAP
- DELINEATED MAXIMUM EXTENT OF PCB IMPACTS > 100PPM IN SOIL
- ESTIMATED BENCHING/SLOPING EXTENT
- DEPTH OF EXCAVATION

PCBS - POLYCHLORINATED BIPHENYLS
ppm - PARTS PER MILLION

NOTE:
DASHED STAGING, STOCKPILE, AND DECONTAMINATION AREAS ARE ESTIMATED AND MAY BE SUBJECT TO CONTRACTOR CHANGES.

SCALE IN FEET

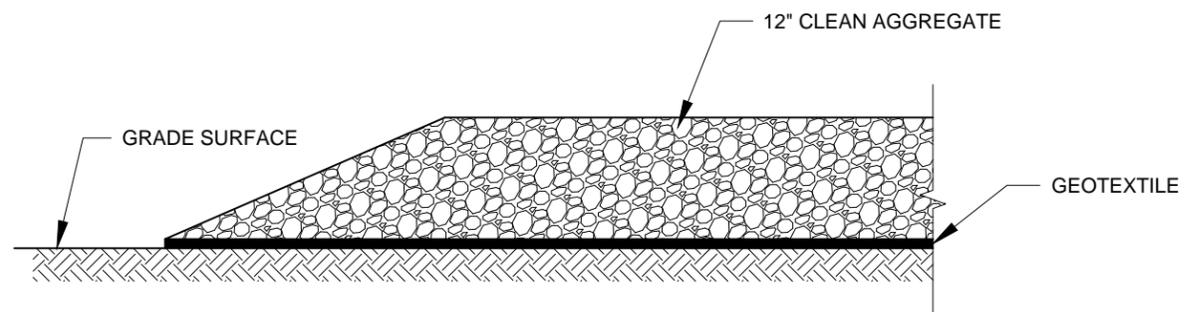
RACER TRUST
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PONTIAC, MICHIGAN

**AOI W-1 SOIL REMOVAL IM
WORK PLAN LAYOUT**

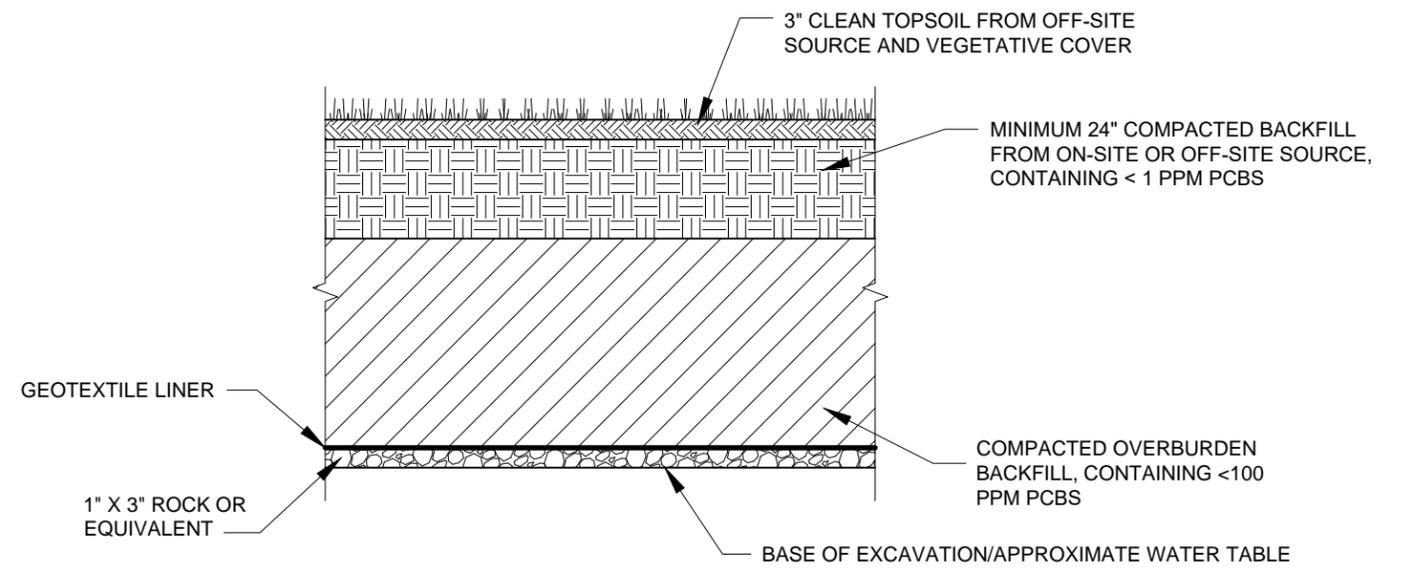
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FIGURE
6

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ACCESS ROAD CROSS-SECTION
NOT TO SCALE



SOIL CAP
NOT TO SCALE

RACER TRUST PONTIAC NORTH CAMPUS PONTIAC, MICHIGAN	
SOIL CAP AND ACCESS ROAD CROSS-SECTION	
 ARCADIS <small>Design & Consultancy for natural Land built assets</small>	FIGURE 7

ATTACHMENT 1

DRC (Rivore) – MDEQ Ref No RC-OWMRP-111-19-TBA (Amended & Restated)



**AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANT**

MDEQ Reference Number: RC-~~OWMRPWMPD~~-111-19-

TBA

USEPA ID Number: MID 005 356 886

USEPA Approval Date: TBD

This Amended and Restated Declaration of Restrictive Covenant (Amended Restrictive Covenant) restates in its entirety and then selectively amends the original Declaration of Restrictive Covenant recorded on November 7, 2017 at Liber 51261 pages 771 through 808 (the “2017 Restrictive Covenant”). To the extent this Amended Restrictive Covenant conflicts with the 2017 Restrictive Covenant, the terms of this Amended Restrictive Covenant shall govern and control.

This 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), and the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.* (TSCA).

This Amended Restrictive Covenant is made by Proastio Properties LLC, the Grantor, who is the current fee title holder of the Property, for the benefit of the Grantee, State of Michigan, Department of Environment Quality (MDEQ), whose address is 525 West Allegan Street, P.O. Box 30473, Lansing, MI 48909-7973.

This Amended Restrictive Covenant is made to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination, to prevent damage to or disturbance of any component of the constructed remedy/corrective measures, to provide notification of the presence of residual light nonaqueous phase liquid (LNAPL) and to provide notification of the presence of polychlorinated biphenyls (PCB) remediation waste at a certain parcel of real property located in Pontiac, MI 48340, Tax Parcels 63-64-14-20-276-001 (commonly known as 501 North Glenwood), 14-17-427-001, 14-17-276-004, and 14-17-227-001, legally described in Exhibit 1 and illustrated in Exhibit 2 (Property or Site). The Property is part of the former General Motors Pontiac North Campus facility, MID 005 356 886, which has undergone or is undergoing RCRA

Corrective Action. The Property was formerly owned by Revitalizing Auto Communities Environmental Response Trust (RACER Trust). Because of the former facility's long history of industrial use, and the industrial use of the surrounding property, recording this 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 surrounding industrial use, TSCA low occupancy requirements and 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 the 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 the Owner, to be conducted in conformance with: i) applicable MDEQ soil relocation requirements including but not limited to MCL 324.20120c, any related administrative rules and MDEQ guidance, and RCRA; 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 (or HAZWOPER), 29 Code of Federal Regulations (CFR) Part 1910.

The land and resource use restrictions contained in this Amended Restrictive Covenant are based upon information available to, and the corrective actions approved by, the United States Environmental Protection Agency (USEPA) and MDEQ at the time this document was recorded. Failure of the corrective measures to achieve and maintain the cleanup criteria, exposure controls and requirements specified in the approved 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 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 and Chemicals 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, and above TSCA High Occupancy levels per 40 CFR Part 761.3. (Exhibit 3). USEPA and MDEQ 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.

This Amended Restrictive Covenant cites laws, rules and regulations in effect at the time it was recorded. To the extent those laws, rules or regulations are subsequently amended, replaced or otherwise superseded, this Amended Restrictive Covenant shall be read to incorporate those amending, replacing or otherwise superseding laws, rules and regulations in place of those currently cited herein.

As of the date of this 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) (Larger Facility).

The Property encompasses three former operational buildings: Metal Pressing and Plating Operations (Plant 5/14/23), Final Vehicle Assembly (Plant 8) and Painting/Storage (ELPO Building). The Property also includes the existing Montcalm Substation, portions of the former Canadian National railroad corridor as well as portions of the former railroad marshalling area. All of the buildings and structures were demolished to grade in the 1990s, except for the Montcalm Substation.

Since 1996, the Property has been the subject of ongoing soil, groundwater and light non-aqueous phase liquid (LNAPL) investigations as part of RCRA Corrective Action under the direction of USEPA. Hazardous substances including volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs) and metals have been detected in soil and groundwater in concentrations that exceed MDEQ Part 201 Generic Cleanup Criteria and may pose unacceptable risk of exposure without proper controls on the Property (see Exhibit 3).

Various interim measures (IMs) have been undertaken on the Property including removal of hazardous substances in select areas. Former Plant 8 was demolished in 1997, at which point the basement was partially backfilled. During 2005 RCRA Facility Investigation (RFI) activities, PCBs at concentrations up to 250 parts per million (ppm) were detected in the backfill material in the eastern portion of the former Plant 8 basement. A USEPA approved risk-based cleanup was implemented (per TSCA) including the removal of material containing greater than 100 ppm PCBs below 2 feet below ground surface (bgs) and material containing greater than 50 ppm PCBs in the 0 to 2-foot bgs interval. A cap and fill material were installed over the remaining PCB-impacted soils.

In 2005 and 2006, PCB-impacted soil and backfill materials were removed from within the former Plant 6 and Plant 18 basements to facilitate redevelopment. These USEPA approved TSCA risk-based removals consisted of soil containing PCB concentrations at or less than 25 ppm being removed and placed in the western portion of the former Plant 8 basement. Additional soil containing up to 25 ppm PCBs was relocated from the Powertrain Lab area and also placed within the western portion of the former Plant 8 basement. The basement area was subsequently covered with soil containing less than 1 ppm PCBs, creating an above grade soil stockpile over the western portion of the former Plant 8 basement. The two feet of soil directly over the PCB-impacted material serves as a cap to prevent exposure to the material. In 2011, materials (less than 1 ppm PCBs) excavated to construct press pits at the adjacent GM LLC metal fabrication facility were relocated and added to the east end of the above grade soil stockpile.

Other IMs implemented on the Property include the removal of arsenic-impacted soil (along the Canadian National railroad corridor) and the recovery of LNAPL (Residual LNAPL Area 2, former railroad marshalling area).

Definitions

“Agreement” shall mean the RCRA Section 3008(h) Performance-based Administrative Order on Consent, Docket Number RCRA-05-2011-0019 between USEPA and RACER Trust effective September 29, 2011.

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

“Grantor” shall mean Proastio Properties, LLC, the current title holder of the Property at the time this Amended Restrictive Covenant was executed, or any future title holder of the Property or some relevant sub-portion of the Property.

“MDEQ” means the Michigan Department of Environmental Quality, its successor entities and those persons or entities acting on its behalf.

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

“Owner” means at any given time the then current fee title holder(s) and the holder(s) of the Property or any portion thereof, including any lessees (and ground lessees) and its 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 Amended Restrictive Covenant.

“Property” shall mean the property legal description which is set forth in Exhibit 1, and as illustrated in Exhibit 2, Illustration of Property.

“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 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) MDEQ; and (3) RACER Trust.

1. Land Use Prohibitions. The Owner shall prohibit all uses of the Property that are not compatible with or 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 4 (Description of Allowable Uses).

In addition, four areas of the Property have PCB remediation waste present and the Owner shall prohibit all uses of those areas of the Property, as illustrated and described in Exhibit 5, not in accordance with requirements for Low Occupancy as defined in 40 CFR 761.3 and Exhibit 4. The Owner is required to apply to USEPA under 40 CFR 761.61(a) for approval to change this Low Occupancy use restriction.

2. Notification of PCB Remediation Waste. Pursuant to the requirement of 40 CFR Part 761.61(a)(8)(i)(A) this provision provides notification that PCB remediation waste is present within four areas of the Property as illustrated and described in Exhibit 5.

Area 1 (Exhibit 5A) contains PCB remediation waste with concentrations from 1 ppm up to 25 ppm m soil from an approximate elevation of 969 to 957 feet above mean sea level (AMSL) within the western portion of the former Plant 8 basement. At the time this Amended Restrictive Covenant was recorded Area 1 was covered with a potentially useable soil pile but the two feet of soil immediately above the PCB remediation waste must remain in place.

Area 2 (Exhibit 5B) contains PCB remediation waste with concentrations from 1 ppm up to 100 ppm in soil from an approximate elevation of 969 to 956 AMSL within the eastern portion of the former Plant 8 basement. The PCB remediation waste is covered with general fill material, a geotextile and twelve inches of granular fill, and this cover must remain in place.

Area 3 (Exhibit 5C) contains PCB remediation waste with concentrations from 1 ppm up to 11 ppm in soil from an approximate elevation of 963 to 945 feet AMSL [approximately

five (5) to twenty-three (23) feet below ground surface (bgs) at the time this Amended Restrictive Covenant was recorded]. It is noted that 190 ppm PCBs were detected in one soil sample collected in 2006 at an approximate elevation of 954 feet AMSL [approximately twelve (12) feet bgs at the time this Amended Restrictive Covenant was recorded], but PCBs were not detected above 11 ppm in samples collected nearby.

Area 4 (Exhibit 5D) contains PCB remediation waste with concentrations from 1 ppm up to 25 ppm m soil from an approximate elevation of 957 to 945 feet AMSL [approximately eight (8) to twenty (20) feet bgs at the time this Restrictive Covenant was recorded).

3. Notification of Residual LNAPL. This provision provides notification that residual LNAPL is present in two areas of the Property as illustrated and described in Exhibit 6.

Area 1 contains residual lubricating oil with weathered diesel fuel. Contaminants present in Area 1 were properly characterized and assessed, and will remain in place at the Property. The presence of residual LNAPL exists from an approximate elevation of 956 to 945 feet AMSL [approximately eleven (11) to twenty-two (22) feet bgs at the time this Amended Restrictive Covenant was recorded].

Area 2 contains residual weathered diesel fuel and kerosene. Contaminants present in Area 2 were properly characterized and assessed, and will remain in place except for anticipated removal of a limited amount of LNAPL from this area through future skimming operations. The presence of residual LNAPL exists from an approximate elevation of 957 to 949 feet AMSL [approximately seven (7) to fifteen (15) feet bgs at the time this Amended Restrictive Covenant was recorded].

4. 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 PCB Remediation Waste Area covers, performance of operation and maintenance activities, monitoring or other measures necessary to ensure the effectiveness and integrity of the completed remedial action. These prohibited activities include:

- a. *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 MDEQ approved response activity and for short-term dewatering for construction purposes, provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable environmental laws and does not cause or result in a new release, exacerbation of any pre-existing environmental condition or any other violation of environmental laws.
- 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 advance by writing by USEPA or MDEQ, 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 or not caused by, arising from or related to, an environmental condition.
- f. *The Owner shall manage contaminated soils (if present), 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; 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.
- g. *The Owner shall not build nor occupy any new buildings on the Property* without first completing one of the following:

Option 1) Demonstrate to the satisfaction of USEPA or MDEQ as applicable, the absence of an unacceptable vapor intrusion risk to human health in any existing or newly constructed buildings at the Property; or

Option 2) With concurrence from USEPA or MDEQ as applicable, install, operate and maintain a vapor barrier and/or mitigation system designed to eliminate the potential for subsurface vapor phase hazardous substances to migrate into any building at concentrations greater than applicable criteria. This prohibition does not apply to short-term occupancy of a building solely for purposes of construction, renovation, repair or other short-term activities as long as adequate health and safety precautions are employed during these activities and they are performed in compliance with MCL 324.20107a of NREPA. Such short-term activities and short-term occupancy would not be expected to exceed six months in duration. USEPA or MDEQ as applicable, must be informed if the activities or occupancy are expected to exceed six months.

If Option 2 above is selected, the Owner shall install and thereafter maintain a vapor barrier and/or install and thereafter operate and maintain a vapor intrusion mitigation system in accordance with applicable standards and criteria, for the purpose of mitigating the potential intrusion of soil vapor into any occupied building constructed on the property after the date of this Amended Restrictive Covenant

until it is determined by USEPA or MDEQ as applicable, that a vapor barrier or mitigation system is no longer necessary in accordance with Option 1, above.

Prior to the potential for any human exposures, documentation of compliance with the above requirements and evidence of USEPA's or MDEQ's written approval must be submitted to RACER Trust.

- h. *The Owner shall not construct or install subsurface utilities, structures or other features (Subsurface Features), at the Property unless the construction is approved in writing in advance by USEPA or MDEQ as applicable, and RACER Trust, and such Subsurface Features incorporates engineering controls designed to eliminate the potential for the Subsurface Features and/or the Subsurface Feature corridor s-to be a preferential contaminant migration pathway for impacted subsurface water or vapor, or for the Subsurface Feature to release fluids that could infiltrate through the subsurface and exacerbate impacts to groundwater.*
 - i. *The Owner will not remove, disturb, interfere with, or damage any monitoring wells, soil gas ports, LNAPL removal systems, or cover over the PCB remediation waste areas currently on the Property as identified in Exhibits 5 and 7, or that may be installed/present in the future pursuant to USEPA approval, except if a plan for such activity is submitted to and approved by USEPA and RACER Trust in writing in advance. Owner will repair, relocate or replace as necessary any monitoring wells, soil gas ports, LNAPL recovery system components or PCB Remediation Area cover disturbed, damaged or destroyed by Owner.*
 - j. *The Owner will not perform any excavation or other intrusive activities, including but not limited to removal, disturbing, damaging, interfering, or otherwise negatively affecting the integrity, effectiveness, and operation of the exposure barriers (concrete, asphalt, and/or soil above the PCB remediation waste areas - Exhibit 5, and the residual LNAPL areas - Exhibit 6), except if a plan for such activity is submitted to and approved by USEPA or MDEQ as applicable, USEPA and RACER Trust in writing in advance, and such activity is temporary (less than sixty (60) days in duration), 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, and repaired to at least the pre-disturbance condition within fourteen (14) days of work completion.*
 - k. *The Owner shall not remove existing storm water inlet seals nor the storm sewer bulkheads and the Owner shall not use any existing storm water inlets or subsurface storm water sewer piping illustrated in Exhibit 8.*
5. Storm Water Management. Prior to operating at the Property, the Owner shall submit a Storm Water Management Plan, including a Storm Water Pollution Prevention Plan (Plan) to MDEQ and RACER Trust, and obtain MDEQ's and RACER Trust's approval of such Plan. The Plan shall address to MDEQ's and RACER Trust's reasonable satisfaction the

measures, safeguards, and/or engineering controls, operational controls, and release/spill contingency cleanup procedures to be undertaken and implemented by Owner to prevent and respond to the release of any petroleum-based substances, any hazardous substances and/or other pollutants from the materials and equipment brought onto and/or stored on the Property and/or operated by Owner on the Property, as applicable, into the storm water or that results in a sheen on the storm water that may infiltrate into the subsurface or runs or may run off of the Property.

After USEPA's MDEQ's and RACER Trust's approval of the Plan, the Plan shall be reviewed and updated by the Owner upon a significant change in operations, a written request from MDEQ/USEPA or RACER Trust, or at a minimum, every year from the approval or re-approval date of the Plan.

6. Compliance with this Amended Restrictive Covenant and Applicable Due Care Obligations. The Owner shall at all times comply with the conditions and restrictions of this Amended Restrictive Covenant and the applicable due care obligations under Section 20107a of NREPA and the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.* (CERCLA). Owner agrees to maintain records of its applicable due care activities and shall supply copies of any records documenting such compliance upon request from Grantor or any Agency.
7. Access. The Owner shall grant to USEPA, MDEQ and/or RACER Trust the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with this Amended 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 RCRA, Parts 111 and 201 and other applicable federal laws and regulations.
8. Transfer of Interest. The Grantor shall provide notice to USEPA, MDEQ and RACER Trust (at the addresses provided in Paragraph 9) of the Grantor's intent to transfer any interest in the Property, or any portion thereof, at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by Grantor without adequate and complete provision for compliance with the terms and conditions of this Amended Restrictive Covenant. Grantor 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 AN AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANT DATED _____ [month, day, year], AND RECORDED WITH THE OAKLAND COUNTY REGISTER OF DEEDS, LIBER _____, PAGE _____.

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

9. Notices. Any notice, demand, request, consent, approval or communication that is required to be made or obtained under this Amended Restrictive Covenant shall be made in writing; include a statement that the notice is being made pursuant to the requirements of this Amended Restrictive Covenant; include the Michigan Facility MID Number: MID 005 356 886 and MDEQ Reference Number: RC-OWMRPWMPD-111-19-TBA, and shall be served either personally, or sent via first class mail, postage prepaid, as follows:

For RACER Trust:

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

with a copy to

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

For USEPA:

Director
Land and Chemicals Division (L-8J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

with a copy to:

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

For MDEQ:

Hazardous Waste Section Director
Waste Management and Radiological Protection Division
Michigan Department of Environmental Quality
P.O. Box 30473
Lansing, MI 48909-7973

10. Term. This Amended Restrictive Covenant shall run with the Property and shall 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 Amended Restrictive Covenant may only be modified or rescinded with the written approval of USEPA or MDEQ as applicable, and RACER Trust. Owner, USEPA, MDEQ 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.
11. Enforcement. Grantor and/or RACER Trust or its successors are entitled to enforce the restrictions and covenants of this 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 MDEQ are entitled to enforce the restrictions and covenants in this 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.
12. 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 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, MDEQ, their successors and assigns and the Third Party Beneficiary.
13. USEPA Entry and Access. Nothing in this 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 7 (Access) of this Amended Restrictive Covenant.
14. Modification/ Release/Rescission. Grantor or Owner may request in writing to USEPA or MDEQ, as applicable, and RACER Trust at the addresses provided in Paragraph 9, modifications to, or release or rescission of, this Amended Restrictive Covenant. This Amended Restrictive Covenant may be modified, released or rescinded only with the written approval of USEPA or MDEQ, as applicable, and RACER Trust. Any approved modification to, or release or rescission of this 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, MDEQ and RACER Trust at the addresses provided Paragraph 9.

15. Severability. If any provision of this 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 Amended Restrictive Covenant and all other provisions shall continue to remain in full force and effect.
16. Limitation on Liability. RACER Trust's, RACER Properties LLC's and the Administrative Trustee's liability under this Amended Restrictive Covenant is limited by the terms and conditions of the Settlement Agreement, which are incorporated herein by reference.
17. Authority to Execute Amended Restrictive Covenant. The undersigned person executing this Amended Restrictive Covenant represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Amended Restrictive Covenant.
18. Miscellaneous.
 - a) Controlling Law. The interpretation and performance of this 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 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 CERCLA or Part 201.
 - b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Amended Restrictive Covenant shall be liberally construed to affect the purpose of this Amended 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 Amended Restrictive Covenant is found to be ambiguous, an interpretation consistent with the purpose of this Amended Restrictive Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.
 - c) Entire Agreement. This Amended Restrictive Covenant and its attachments and appendices supersedes all prior discussions, negotiations, understandings, or agreements relating specifically to this Amended Restrictive Covenant, all of which are merged herein.

[signature page follows]

LIST OF EXHIBITS

- 1 LEGAL DESCRIPTION OF PROPERTY
- 2 ILLUSTRATION OF PROPERTY
- 3 HAZARDOUS SUBSTANCES ABOVE CRITERIA IN SOIL AND GROUNDWATER
- 4 DESCRIPTION OF ALLOWABLE USES
- 5 PCB REMEDIATION WASTE / LOW OCCUPANCY AREAS
 - 5A PCB REMEDIATION WASTE / LOW OCCUPANCY AREA 1
 - 5B PCB REMEDIATION WASTE / LOW OCCUPANCY AREA 2
 - 5C PCB REMEDIATION WASTE / LOW OCCUPANCY AREA 3
 - 5D PCB REMEDIATION WASTE / LOW OCCUPANCY AREA 4
- 6 RESIDUAL LNAPL AREAS
- 7 MONITORING WELLS
- 8 ABANDONED AND NOT-USEABLE STORM SEWER SYSTEM

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

All those tracts or parcels of land lying and being in the City of Pontiac, Oakland County, State of Michigan, and being more particularly described on as follows

Town 3 North, Range 10 East, Section 17, 20 & 21, Part of Southeast 1/4 of Section 17, Part of Northeast 1/4 Section 20 and Part of Northwest 1/4 Section 21, Beginning at point distant South 03 degrees 00 minutes 15 seconds East 40 01 feet and North 85 degrees 54 minutes 01 seconds East 20 91 feet and South 03 degrees 13 minutes 40 seconds East 1648 12 feet and North 87 degrees 01 minutes 32 seconds East 1235 81 feet and South 02 degrees 52 minutes 02 seconds East 715 61 feet and South 00 degree 23 minutes 00 seconds West 108 93 feet and South 00 degrees 23 minutes 00 seconds West 117 88 feet and South 02 degrees 52 minutes 02 seconds East 48 47 feet and South 04 degrees 44 minutes 21 seconds East 67 91 feet and South 04 degrees 44 minutes 21 seconds East 325 78 feet and South 02 degrees 52 minutes 02 seconds East 91 19 feet from East 1/4 corner of said Section 17, said corner also being the West 1/4 corner of Section 16 of said Town and Range, thence South 02 degree 52 minutes 02 seconds East 685 03 feet, thence South 87 degrees 17 minutes 10 seconds West 390 67 feet, thence North 02 degrees 42 minutes 50 seconds West 116 97 feet, thence South 87 degrees 17 minutes 10 seconds West 91 20 feet, thence North 02 degrees 42 minutes 50 seconds West 153 03 feet, thence South 87 degrees 17 minutes 10 seconds West 1788 80 feet, thence South 02 degrees 42 minutes 50 seconds East 741 12 feet, thence South 87 degrees 17 minutes 10 seconds West 244 44 feet, thence South 01 degrees 01 minutes 47 seconds West 66 80 feet, thence South 04 degrees 22 minutes 09 seconds East 614 15 feet, thence South 87 degree 40 minutes 44 seconds West 150 61 feet, thence North 03 degrees 05 minutes 31 seconds East 552 36 feet, thence along curve to left, radius 3844 83 feet, chord bears North 00 degrees 08 minutes 59 seconds East 405 25 feet, distant of 405 43 feet, thence North 02 degrees 47 minutes 39 seconds West 416 45 feet, thence North 02 degrees 44 minutes 27 seconds West 1351 72 feet, thence North 02 degrees 42 minutes 20 seconds West 629 41 feet, thence North 86 degrees 43 minutes 49 seconds East 66 67 feet, thence South 02 degrees 41 minutes 14 seconds East 1337 29 feet, thence South 02 degrees 05 minutes 33 seconds East 436 49 feet, thence North 86 degrees 42 minutes 58 seconds East 591 95 feet, thence North 02 degrees 49 minutes 13 seconds West 452 01 feet, thence South 87 degrees 01 minutes 12 seconds West 20 79 feet, thence North 02 degrees 37 minutes 33 seconds West 160 15 feet, thence North 88 degrees 25 minutes 59 seconds East 270 16 feet, thence South 02 degrees 54 minutes 19 seconds East 37 11 feet, thence North 87 degrees 12 minutes 55 seconds East 923 59 feet. thence South 02 degrees 47 minutes 05 seconds East 320 58 feet, thence North 87 degree 12 minutes 55 seconds East 749 45 feet to the point of beginning

Containing 41 913 acres, more or less, and subject to any and all recorded easements and rights-of-way

Tax Parcel ID Number: 14-20-276-001

Commonly known as: 501 North Glenwood Avenue, Pontiac, Michigan 48340

Parcel 21.

Part of the Southeast 1/4 of Section 17, also part Northeast 1/4 of Section 20, Town 3 North, Range 10 East, and Part of the Northeast 1/4 of Section 20, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan and being more particularly described as follows Commencing at the East 1/4 corner of Section 17, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan and running thence South 86 degrees 57 minutes 26 seconds West, along the East-West 1/4 line of said Section 17, said line being also the center of Columbia Avenue (120 feet wide at this point), a distance of 1201.95 feet to a point; thence South 05 degrees 52 minutes 04 seconds East a distance of 60.07 feet to a point on the South line of said Columbia Avenue, said point being the point of beginning of the parcel of land herein being described, proceeding thence from said point of beginning South 05 degrees 52 minutes 04 seconds East a distance of 1640.59 feet to a point; thence South 84 degrees 07 minutes 56 seconds West a distance of 100.00 feet to a point on the East line of the Grand Trunk Western Railroad right-of-way (50 feet wide), thence the following course and distances along the East line of said railroad right-of-way, South 05 degrees 52 minutes 04 seconds East 1980.76 feet; thence South 05 degrees 50 minutes 04 seconds East, 397 11 feet to a point of curve; thence along the arc of a curve, concave to the West radius 4646 71 feet, an arc distance of 469 66 feet (chord bears South 02 degrees 56 minutes 20 seconds East, 469.46 feet) to a point of tangent; thence South 00 degrees 02 minutes 36 seconds East, along said railroad right-of-way line, a distance of 508.0 feet to the point of intersection of said right-of-way line with the North line of Montcalm Street (width varies), thence North 60 degrees 11 minutes 46 seconds West across said railroad right-of-way, a distance of 57.64 feet to the point of intersection of the West line of said railroad right-of-way with the North line of said Montcalm Street; thence the following courses and distances along the West line of said Grand Trunk Western Railroad right of way, North 00 degrees 02 minutes 36 seconds West, said line being also part of the East line of Civic Improvement Company's Marquette Subdivision, as recorded in Liber 22, Page 15 of Plats, Oakland County Records, a distance of 479.91 feet to a point of curve in said right-of-way line; thence continuing along said right-of-way line, said lines being also part of the East line of said Civic Improvement Company's Marquette Subdivision, along the arc of a curve concave to the West, radius 4596.71 feet, an arc distance of 464.61 feet (chord bears North 02 degrees 56 minutes 20 seconds West 464.41 feet) to a point of tangent; thence North 05 degrees 50 minutes 04 seconds West, along the West line of said right of way, said line being also part of the East line of said Civic Improvement Company's Marquette Subdivision, a distance of 397.09 feet to a point; thence South 79 degrees 39 minutes 34 seconds East, along the Easterly extension of the Northerly line of said vacant Kennett Road, a distance of 1.04 feet to a point; thence North 05 degrees 52 minutes 04 seconds West, along a line 1.00 feet East of, as measured at right angles to and parallel with the original West line of said Grand Trunk Western Railroad right-of-way, distance of 1457.52 feet to a point, thence South 84 degrees 12 minutes 24 seconds West, along the Easterly extension of the South line of vacated Tennyson Avenue (60 feet wide), a distance of 1.00 feet to a point, thence North 05 degrees 52 minutes 04 seconds West, along the West line of the Grand Trunk Western Railroad right-of-way (50 feet wide at this point), said line being also part of the East line of Baldwin Park Subdivision, as recorded in Liber 21, Page 7 of Plats, Oakland County Records, a distance of 2171.51 feet to the point of intersection of said railroad right-of-way line with the South line of Columbia Avenue (proposed 120 feet wide); thence North 86 degrees 57 minutes 26 seconds East, along a line 60 00 feet South of, as measured at right angles to and parallel with the East-West 1/4 line of Section 17, Town 3 North, Range 10 East, across said railroad right-of-way, a distance of 150.18 feet to the point of beginning.

Tax Parcel ID Number 14-17-427-001

Parcel 22:

Part of the Northwest 1/4 of Section 16, also part of the Northeast 1/4 of Section 17, Town 3 North, Range 10 East, and Part of Lots 1 through 5 inclusive, all of Lots 336 through 371 inclusive, and Lots 304 through 309 inclusive, including adjoining vacated streets and alleys of Glenwood Estates Subdivision, as recorded in Liber 22, Page 8 of Plats, Oakland County Records, and being more particularly described as follows: Commencing at the East 1/4 corner of Section 17, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan and running thence South 86 degrees 57 minutes 26 seconds West along the East-West 1/4 line of said Section 17, said line being also the center line of Columbia Avenue (120 feet wide at this point), a distance of 1302.07 feet to a point; thence North 05 degrees 52 minutes 04 seconds West along the Southerly extension of the East line of the Grand Trunk Western Railroad Right-of-way (50 feet wide) a distance of 60.07 feet to the point of intersection of said right-of-way line with the North line of said Columbia Avenue said point being the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning South 86 degrees 57 minutes 26 seconds West, across said railroad right-of-way, said line being 60.00 feet North of, as measured at right angles to and parallel with the East-West 1/4 line of said Section 17, a distance of 50.06 feet to the point of intersection of the West line of said railroad right-of-way with the proposed North line of said Columbia Avenue; thence North 05 degrees 52 minutes 04 seconds West, along the West line of said railroad right-of-way, said line being also part of the East line of the plat of Dupont Heights Subdivision, as recorded in Liber 21, Page 22 of Plats, Oakland County Records, a distance of 1849.82 feet to a point, thence North 84 degrees 15 minutes 51 seconds East across said railroad right of way a distance of 71.51 feet to a point; thence along the Grand Trunk Western Railroad Right-of-way line as described in Liber 3028 of Deeds, on Page 523, Oakland County Records, Southeasterly along the arc of a curve concave to the Northeast, radius 653.31 feet, an arc distance of 344.35 feet, (chord bears South 31 degrees 53 minutes 09 seconds East, 340.38 feet) to a point of compound curve; thence continuing along said right-of-way line, Southeasterly along the arc of a curve, not tangent to the foregoing line, concave to the Northeast, radius 660.04 feet, a measured arc distance of 291.18 feet (described 287.99 feet), (chord bears South 59 degrees 37 minutes 37 seconds East, measured 288.82 feet, described 285.89 feet) to a point, thence North 05 degrees 29 minutes 59 seconds West, along said railroad right of way line; said line being also part of the West line of vacated Cambridge Avenue (60 feet wide) a distance of 31.75 feet to a point; thence North 84 degrees 15 minutes 51 seconds East, along the North line of said Grand Trunk Western Railroad Right-of-way, said line being also the South end of a vacated portion of said Cambridge Avenue, the South line of Lots 288 through 300 inclusive, across a vacated alley (18 feet wide), the South line of Lot 303 and across the West 1/2 of a vacated portion of Highwood Avenue, of said subdivision, a distance of 910.00 feet to a point on the center line of said vacated Highwood Avenue; thence North 84 degrees 16 minutes 53 seconds East, along the North line of said railroad right-of-way, said line crossing the East 1/2 of a vacated portion of Highwood Avenue, the South line of Lot 310, the South end of a public alley (18 feet wide), the South line of Lots 313 through 325 inclusive, the South end of Laurel Avenue (60 feet wide) and the South line of Lots 326 through 335 inclusive, a distance of 1329.41 feet to the Southeast corner of said Lot 335; thence South 05 degrees 59 minutes 06 seconds East, along the East line of said Glenwood Estates Subdivision, a distance of 89.00 feet to a point; thence North 83 degrees 53 minutes 42 seconds East a distance of 1275.22 feet to the point of intersection of said right of way line with the West line of Joslyn Road (120 feet wide); thence South 05 degrees 08 minutes 18 seconds East, said line being 60.00 feet West of, as measured at right angles to and parallel with the North-South 1/4 line of Section 16, Town 3 North,

Range 10 East, across said railroad right-of-way, a distance of 100.01 feet to the point of intersection of the South line of said right-of-way with the West line of said Jostyn Road; thence South 83 degrees 53 minutes 42 seconds West, along the South line of said railroad right-of-way, a distance of 1273.75 feet to an angle point in said right-of-way line; thence South 84 degrees 24 minutes 59 seconds West, continuing along said railroad right-of-way line, a distance of 2240.98 feet to a jog in said railroad right-of-way; thence North 05 degrees 29 minutes 59 seconds West, along said jog, said line being also part of the West line of said vacated Cambridge Avenue and its Southerly extension, a distance of 80 45 feet to a point; thence along the arc of a curve, concave to the Northeast, radius 726 04 feet, an arc distance of 348.42 feet (chord bears North 60 degrees 44 minutes 01 seconds West, 345.09 feet) to a point of tangent; thence North 46 degrees 59 minutes 09 seconds West, along the Southerly line of the Grand Trunk Western Railroad right-of-way, a distance of 184.14 feet to a point; thence South 05 degrees 52 minutes 04 seconds East, along the East line of said railroad right of way, a distance of 1641.57 feet to the point of beginning.

Tax Parcel ID Number 14-17-276-004

Parcel 24 (Rear North Railroad)

That part of Lots 1, 2 & 3 lying south of Grand Trunk Western Railroad right-of-way, also that part of vacated Hopkins Avenue adjacent to Lots 1 & 2 of Glenwood Estates Subdivision, City of Pontiac, Oakland County, Michigan, as recorded in Liber 22 of Plats, on Page 8, and more particularly described as follows: A part of the Northeast ¼ of Section 17, Township 3 North, Range 10 East, City of Pontiac, County of Oakland, State of Michigan, commencing at East ¼ corner of said Section 17 and running thence South 86 degrees 57 minutes 26 seconds West along the East-West ¼ line of said Section, said line also being the centerline of Columbia Avenue (120 feet wide at this point), a distance of 1,302 07 feet to a point, thence North 05 degrees 52 minutes 04 seconds West along the Southerly extension of the East line of the Grand Trunk Western Railroad right-of-way (50 feet wide) a distance of 60 07 feet to the point of intersection of said right-of-way line with the North line of said Columbia Avenue, thence North 05 degrees 52 minutes 04 seconds West along said right-of-way line a distance of 1226 29 feet to the Point of Beginning of the parcel of land herein being described, thence North 84 degrees 24 minutes 59 seconds East a distance of 400 02 feet to a point, thence North 05 degrees 29 minutes 59 seconds West along part of the West line of vacated Cambridge Avenue at its Southerly extension, a distance of 80 45 feet to a point, thence along the arc of a curve, concave to the Northeast, radius 726 04 feet, an arc distance of 348 42 feet, (chord bears North 60 degrees 44 minutes 01 seconds West, 345 09 feet) to a point of tangent, thence North 46 degrees 59 minutes 09 seconds West, along the Southerly line of a Grand Trunk Western Railroad right-of-way, a distance of 184 14 feet to a point, thence South 05 degrees 52 minutes 04 seconds East, along the East right-of-way line of said Grand Trunk Western Railroad, a distance of 415 28 feet to the Point of Beginning

Tax Parcel ID Number 14-17-227-001

EXHIBIT 2

ILLUSTRATION OF PROPERTY



EXHIBIT 3

HAZARDOUS SUBSTANCES ABOVE CRITERIA IN SOIL AND GROUNDWATER

Media	Substance	Criteria Exceeded ⁽¹⁾
Soil	Polychlorinated biphenyls	NRDC
	Benzene	RDWP, NRDWP
	1,1-Dichloroethane	RDWP, GSIP
	1,2-Dichloroethane	RDWP, NRDWP
	1,1-Dichloroethene	RDWP, NRDWP
	Dichloromethane	RDWP, NRDWP
	Ethylbenzene	RDWP, NRDWP, GSIP
	Tetrachloroethene	RDWP, NRDWP, GSIP ¹⁾
	1,1,1-Trichloroethane	RDWP, NRDWP, GSIP
	Trichloroethene	RDWP, NRDWP
	Vinyl Chloride	RDWP, NRDWP
	Total Xylenes	RDWP, NRDWP, GSIP
	2-Methylnaphthalene	GSIP
	Fluoranthene	GSIP
	Fluorene	GSIP
	Phenanthrene	RDWP, GSIP
	Naphthalene	GSIP
	Antimony	RDWP, NRDWP
	Arsenic	SSBC, SDBL, RDWP, NRDWP, GSIP
	Barium	SSBC, SDBL
	Cadmium	SDBL
	Chromium	SSBC, RDWP, NRDWP
	Chromium VI (hexavalent)	GSIP
	Cobalt	SSBC, SDBL, RDWP, NRDWP, GSIP
	Copper	SDBL
	Lead	SSBC, SDBL, NRDC, RDWP, NRDWP
	Manganese	SSBC, SDBL, RDWP, NRDWP
	Mercury	SDBL, GSIP
	Nickel	SSBC, SDBL, RDWP, NRDWP
	Selenium	SDBL, RDWP, NRDWP, GSIP
	Silver	GSIP
	Vanadium	SSBC, RDWP
	Zinc	SSBC, SDBL

Media	Substance	Criteria Exceeded ⁽¹⁾
Groundwater	Polychlorinated biphenyls	GSI, RDW, NRDW
	Acetone	GSI, RDW, NRDW
	1,1-Dichloroethane	GSI, RDW
	1,2-Dichloroethane	RDW, NRDW
	1,1-Dichloroethene	RDW, NRDW
	cis-1,2-Dichloroethene	RDW, NRDW
	Dichloromethane	RDW, NRDW
	Tetrachloroethene	RDW, NRDW
	1,1,1-Trichloroethane	GSI, RDW, NRDW
	1,1,2-Trichloroethane	RDW, NRDW
	Trichloroethene	RDW, NRDW
	Vinyl Chloride	GSI, RDW, NRDW
	bis(2-Ethylhexyl)phthalate	GSI, RDW, NRDW
	Indeno(1,2,3-cd)pyrene	WS
	Pentachlorophenol	RDW, NRDW
	Phenanthrene	GSI
	Antimony	RDW, NRDW
	Arsenic	GSI, RDW, NRDW
	Barium	RDW, NRDW
	Chromium	RDW, NRDW
	Lead	RDW, NRDW
	Manganese	RDW, NRDW
	Mercury	GSI
	Nickel	RDW, NRDW
	Selenium	GSI
	Silver	GSI
	Thallium	GSI, RDW, NRDW
	Vanadium	GSI, RDW, NRDW

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 MDEQ Part 201 Generic Cleanup Criteria – Non-Residential Soil and Groundwater Criteria, Table 1 and Table 2, dated December 30, 2013. However, it is noted that as of the date of this Amended Restrictive Covenant, USEPA’s authorization of the MDEQ RCRA Program includes the September 28, 2012 Part Generic Cleanup Criteria.

DRAFT

EXHIBIT 4

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. 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 amended restrictive covenant.

TSCA Low Occupancy Area: As defined in 40 CFR 761.3, low occupancy area means any area where PCB Remediation Waste has been disposed of on-site and where occupancy for any individual not wearing dermal and respiratory protection for a calendar year is: less than 840 hours (an average of 16.8 hours per week) for non-porous surfaces and less than 335 hours (an average of 6.7 hours per week) for bulk PCB Remediation Waste. Examples could include an electrical substation or a location in an industrial facility where a worker spends small amounts of time per week (such as an unoccupied area outside a building, an electrical equipment vault, or in the non-office space in a warehouse where occupancy is transitory).

PCB REMEDIATION WASTE / LOW OCCUPANCY AREA 1

P.O.B. AREA 1	EASTING 13412748.05	NORTHING 424705.76
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<u>Line ID</u>	<u>Bearing / Distance (ft)</u>
L5	S86° 57' 19.76"W 458.77
L6	N02° 01' 38.36"W 59.53
L7	N86° 45' 24.15"E 453.60
L8	S06° 54' 19.10"E 61.23

Coordinate System North America Datum 1983 (NAD 83), Michigan State Plane Michigan South FIPS 2113, International Feet

PCB REMEDIATION WASTE / LOW OCCUPANCY AREA 2

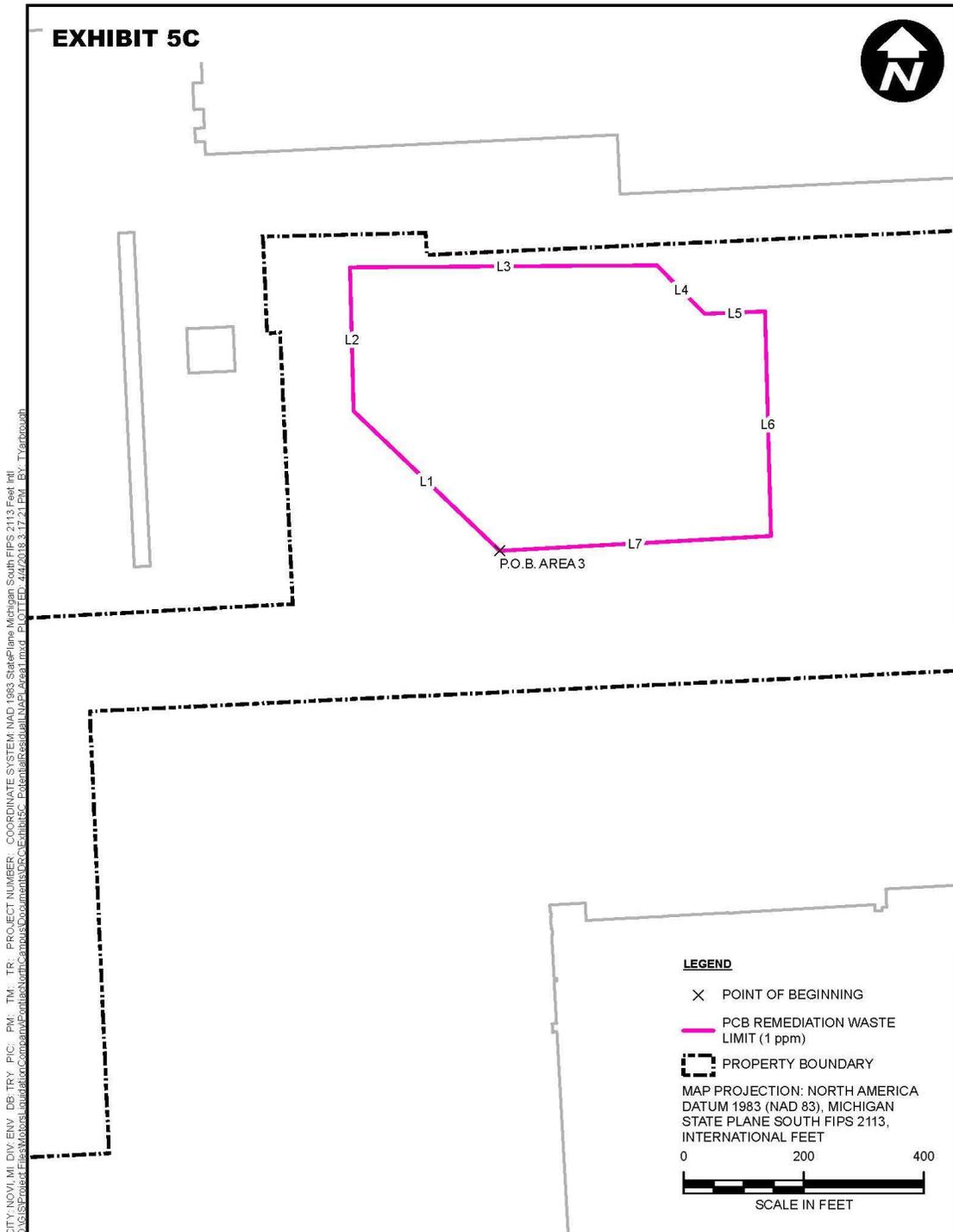
P.O.B. AREA 2	EASTING 13413522.65	NORTHING 424697.24
---------------	------------------------	-----------------------

<u>Line ID</u>	<u>Bearing / Distance (ft)</u>
L15	S88° 31' 25.60"W 242.64
L16	N04° 44' 06.73"W 153.06
L17	N88° 50' 13.35"E 255.25
L18	S00° 00' 00.00"E 151.47

Coordinate System North America Datum 1983 (NAD 83), Michigan State Plane Michigan South FIPS 2113, International Feet

EXHIBIT 5C

PCB REMEDIATION WASTE / LOW OCCUPANCY AREA 3



PCB REMEDIATION WASTE / LOW OCCUPANCY AREA 3

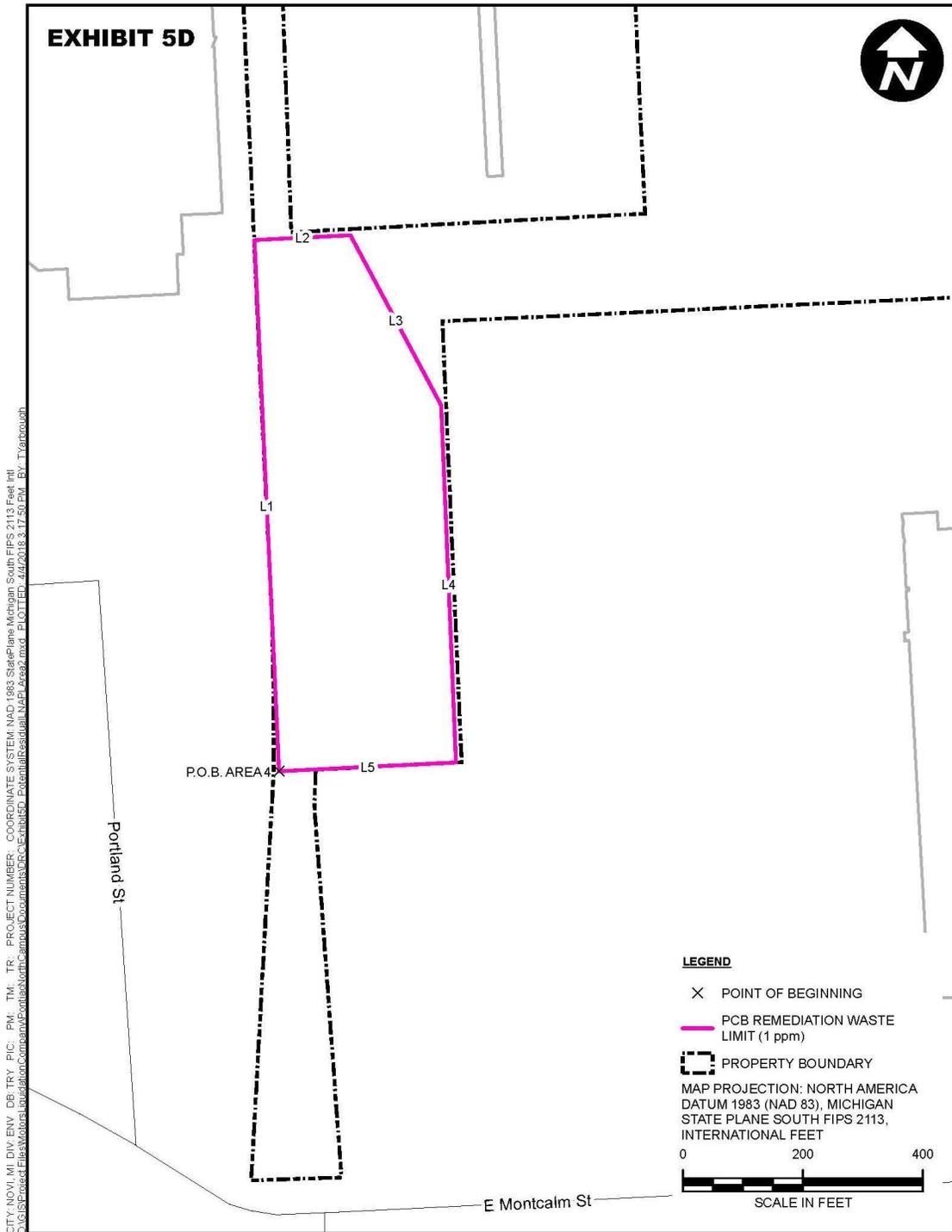
P.O.B. AREA 3	EASTING 13412632.22	NORTHING 424883.83
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<u>Line ID</u>	<u>Bearing / Distance (ft)</u>
L1	N46° 13' 45.60"W 336.86
L2	N01° 28' 07.68"W 239.24
L3	N89° 39' 35.28"E 511.55
L4	S44° 27' 44.63"E 113.09
L5	N87° 39' 45.70"E 100.25
L6	S01° 33' 54.25"E 374.22
L7	S86° 53' 31.09"W 452.42

Coordinate System North America Datum 1983 (NAD 83), Michigan State Plane Michigan South FIPS 2113, International Feet

EXHIBIT 5D

PCB REMEDIATION WASTE / LOW OCCUPANCY AREA 4



PCB REMEDIATION WASTE / LOW OCCUPANCY AREA 4

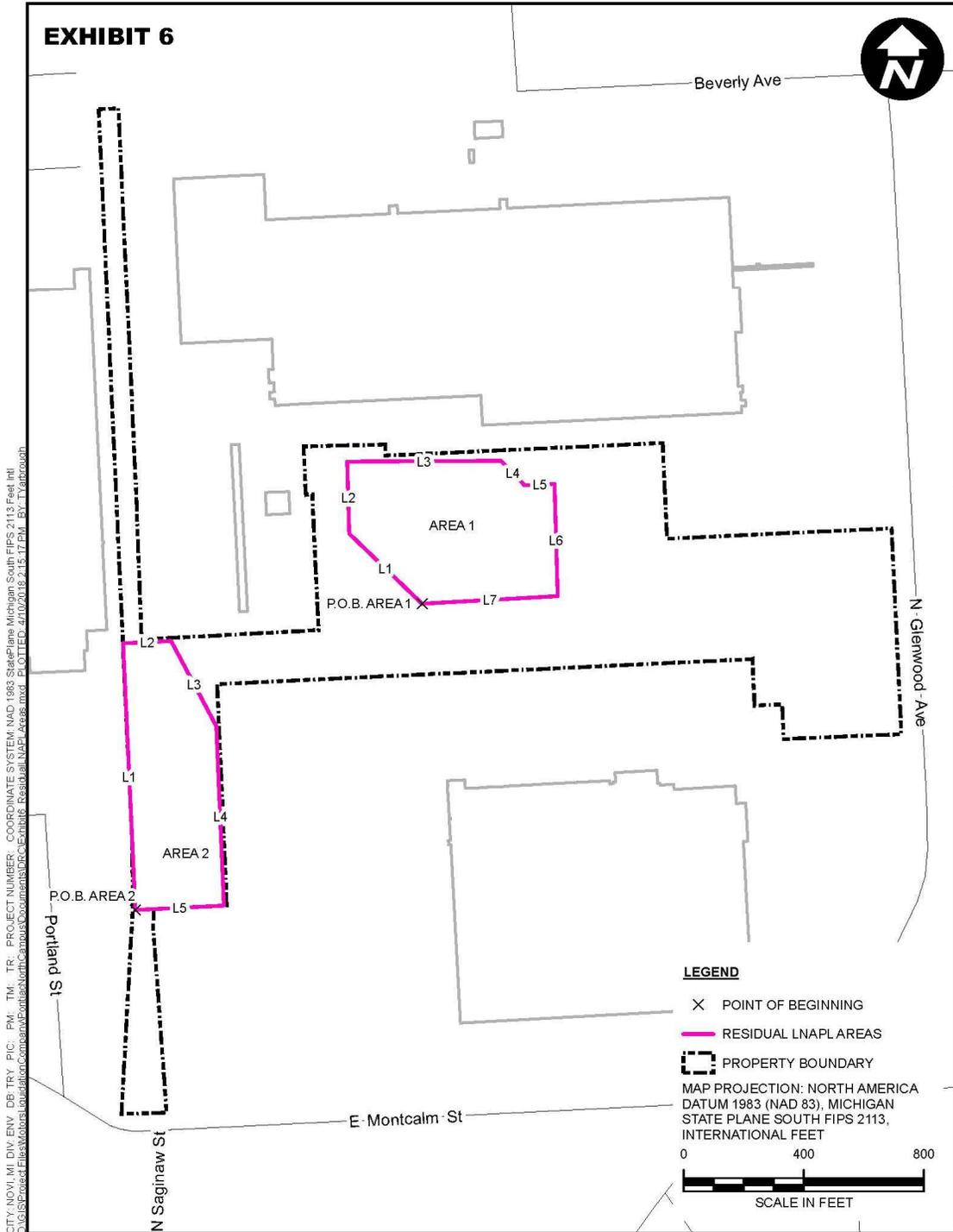
P.O.B. AREA 4	EASTING 13411677.09	NORTHING 423863.48
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<u>Line ID</u>	<u>Bearing / Distance (ft)</u>
L1	N02° 36' 13.98"W 888.40
L2	N87° 03' 51.58"E 159.65
L3	S28° 01' 46.85"E 321.89
L4	S02° 24' 00.77"E 597.25
L5	S87° 07' 56.49"W 295.73

Coordinate System North America Datum 1983 (NAD 83), Michigan State Plane Michigan South FIPS 2113, International Feet

EXHIBIT 6

RESIDUAL LNAPL AREAS



RESIDUAL LNAPL AREA 1

P.O.B. AREA 1	EASTING 13412632.22	NORTHING 424883.83
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<u>Line ID</u>	<u>Bearing / Distance (ft)</u>
L1	N46° 13' 45.60"W 336.86
L2	N01° 28' 07.68"W 239.24
L3	N89° 39' 35.28"E 511.55
L4	S44° 27' 44.63"E 113.09
L5	N87° 39' 45.70"E 100.25
L6	S01° 33' 54.25"E 374.22
L7	S86° 53' 31.09"W 452.42

Coordinate System North America Datum 1983 (NAD 83), Michigan State Plane Michigan South FIPS 2113, International Feet

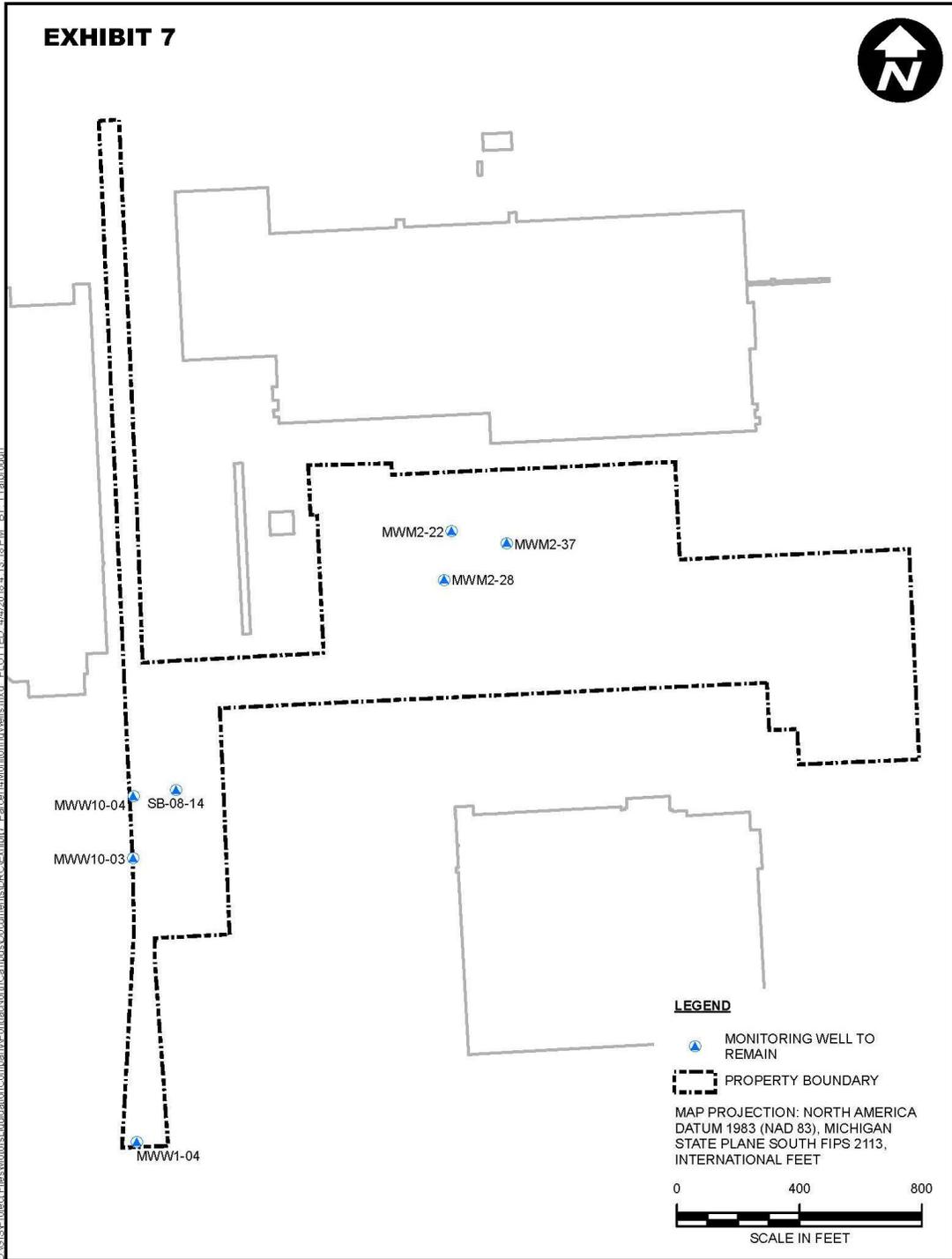
RESIDUAL LNAPL AREA 2

P.O.B. AREA 2	EASTING 13411677.09	NORTHING 423863.48
---------------	------------------------	-----------------------

<u>Line ID</u>	<u>Bearing / Distance (ft)</u>
L1	N02° 36' 13.98"W 888.4
L2	N87° 03' 51.58"E 159.65
L3	S28° 01' 46.85"E 321.89
L4	S02° 24' 00.77"E 597.25
L5	S87° 07' 56.49"W 295.73

Coordinate System North America Datum 1983 (NAD 83), Michigan State Plane Michigan South FIPS 2113, International Feet

EXHIBIT 7 MONITORING WELLS



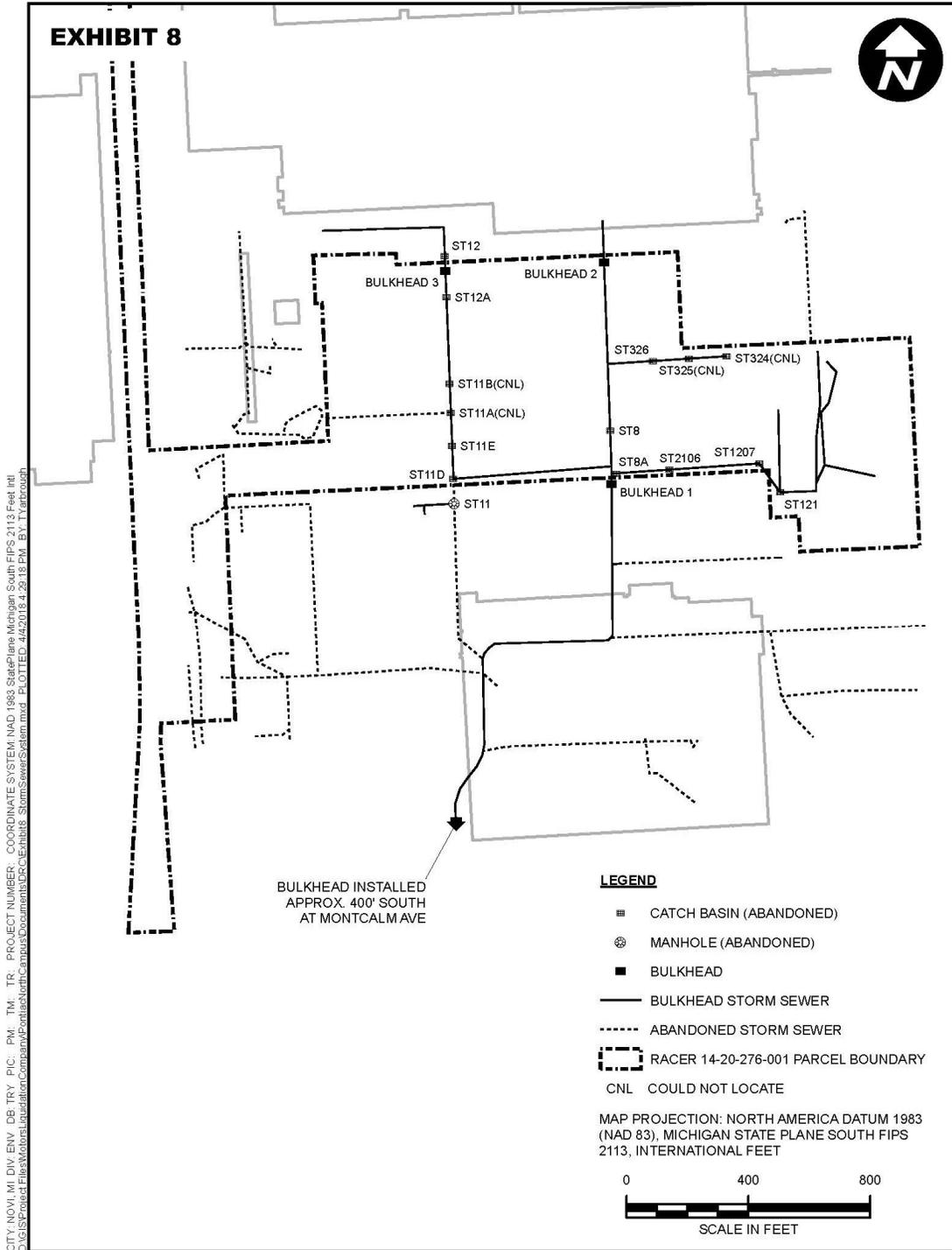
MONITORING WELLS

<u>WELL ID</u>	<u>EASTING (X)</u>	<u>NORTHING (Y)</u>
MWW10-03	13411665.82	424126.65
MWM2-22	13412704.63	425191.85
MWM2-28	13412680.95	425033.51
MWM2-37	13412884.06	425152.26
MWW10-04	13411666.89	424329.46
MWW1-04	13411677.80	423198.31
SB-08-14	13411805.87	424349.67

Coordinate System North America Datum 1983 (NAD 83), Michigan State Plane Michigan South FIPS 2113, International Feet

EXHIBIT 8

ABANDONED AND NOT-USEABLE STORM SEWER SYSTEM



CITY OF NOVI, MI, DIV. ENV. & TRRY. PIC. PM. TM. TR. PROJECT NUMBER: COORDINATE SYSTEM NAD 1983 StatePlane Michigan South FIPS 2113 Feet Intl
 C:\GIS\Projects\14-20-276-001\14-20-276-001-StormSewerPlan.mxd - PLOTTED: 4/22/13 4:29:18 PM BY: T1420276

ABANDONED AND NOT-USEABLE STORM SEWER SYSTEM

<u>BULKHEADS</u>	<u>EASTING (X)</u>	<u>NORTHING (Y)</u>
BULKHEAD 1	13413217.26	424654.22
BULKHEAD 2	13413193.02	425383.70
BULKHEAD 3	13412671.90	425355.87

CATCH BASINS/MANHOLES

ST11	13412700.63	424589.60
ST11A(CNL)	13412689.82	424887.84
ST11B(CNL)	13412686.15	424983.83
ST11D	13412698.12	424671.20
ST11E	13412693.97	424779.56
ST12	13412670.02	425405.03
ST1207	13413701.74	424721.77
ST121	13413770.68	424626.97
ST12A	13412675.29	425267.29
ST2106	13413407.54	424700.84
ST324(CNL)	13413594.62	425073.39
ST325(CNL)	13413471.48	425065.22
ST326	13413353.07	425057.35
ST8	13413212.60	424829.74
ST8A	13413233.24	424688.44

Coordinate System North America Datum 1983 (NAD 83), Michigan State Plane Michigan South FIPS 2113, International Feet

ATTACHMENT 2

DRC (USPS) – MDEQ Ref No RC-OWMRP-111-19-TBA (Amended and Restated)



**AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANT**

MDEQ Reference Number: RC-OWMRP-111-19-TBA
RCRA Facility ID Numbers: MID 005 356 886 and MID 085 470 102
USEPA Approval Date: TBD

This Amended and Restated Declaration of Restrictive Covenant (Amended Restrictive Covenant) restates in its entirety and then selectively amends the original Declaration of Restrictive Covenant recorded April 23, 2018 at Liber 516746 pages 566 through 580 (the "2018 Restrictive Covenant"). To the extent this Amended Restrictive Covenant conflicts with the 2018 Restrictive Covenant, the terms of this Amended Restrictive Covenant shall govern and control.

This 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), and the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.* (TSCA).

This 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 500 Woodward Avenue, Suite 2650, Detroit, MI 48226, and who is the current fee title holder of the Property, for the benefit of the Grantee, State of Michigan, Department of Environmental Quality (MDEQ), whose address is 525 West Allegan Street, P.O. Box 30473, Lansing, MI 48909-7926.

This Amended Restrictive Covenant is made to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination that is present at a certain parcel of real property located at 711 North Glenwood Avenue, Pontiac, MI 48340, Tax Parcel 14-21-101-007, legally described and depicted in Exhibit 1 (Property or Site). The Property is part of the former General Motors Pontiac North Campus facility, MID 005 356 886 and MID 085 470 102, which has undergone or is undergoing RCRA corrective action. Because of the presence of environmental contamination, this Amended Restrictive Covenant has been made: 1) to restrict future use of the Property to nonresidential use as defined pursuant to Part 201 or the identified

portion of the Property to Low Occupancy use as defined pursuant to TSCA in Part 761.3 of Title 40 of the Code of Federal Regulations (40 CFR Part 761.3); 2) to restrict installation of groundwater extraction wells or other devices and uses of groundwater; 3) to prevent damage or disturbance to, or interference with monitoring wells or other corrective measures being implemented; 4) to provide notice of the presence of PCB Remediation Waste at the Property; 5) to provide notice of the presence of residual Light Nonaqueous Phase Liquids (LNAPL) at the Property; 6) to require that any future work or other activities on the Property by or for the Owner be conducted in conformance with: i) applicable MDEQ soil relocation requirements including but not limited to Part 111, Subtitle C of RCRA, the administrative rules promulgated pursuant to Part 111, RCRA, TSCA, and all other relevant state and federal laws, including but not limited to MCL 324.20120c, and any related MDEQ guidance; and ii) applicable due care obligations under MCL 324.20107a and associated administrative rules and guidance, as well as the Hazardous Waste Operations and Emergency Response Standard (HAZWOPER), 29 CFR Part 1910; 7) to prevent exposure to or exacerbation of current environmental conditions on the Property; and 8) to require the existing subsurface vapor mitigation system to be properly operated, maintained, modified and/or replaced in accordance with Section 3, below.

The land and resource use restrictions contained in this Amended Restrictive Covenant are based upon information available to the United States Environmental Protection Agency (USEPA) and MDEQ at the time this document was recorded. Future changes in the environmental condition of the Property or changes in the cleanup criteria developed under Parts 111 and 201 of NREPA; the discovery of environmental conditions at the Property that were not known at the time this document was recorded; or use of the Property in a manner inconsistent with the restrictions described herein – each may result in this 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 USEPA Region 5, Land and Chemicals 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 MDEQ recommend that prospective purchasers or users of the Property and/or of the United States Postal Service (USPS) Building, as defined below, undertake appropriate due diligence prior to acquiring or using this Property or the USPS Building, and undertake appropriate actions to comply with the requirements of Section 20107a of NREPA.

As of the date of this 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).

The Property encompasses three former operational buildings: Foundry (Plant 6), Final Vehicle Assembly (Plant 8), and Engine Construction (Plant 9). West of the Foundry was an area used for material disposal activities, including foundry sand disposal, refuse disposal, sludge dumping and trash burning. The area west of the Foundry was also used as a railroad marshalling area. All the operational buildings and structures on the Property were demolished to grade in the 1990s.

Since 1996, the Property has been the subject of ongoing soil, groundwater and LNAPL investigations. Hazardous substances including volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs) and metals have been detected in soil and groundwater in concentrations that pose unacceptable risk of exposure without proper controls on the Property (see Exhibit 2).

Various interim measures (IMs) have been undertaken on the Property including prior to the construction of the USPS Building, to remove hazardous substances in select areas. Within the footprint of the existing USPS Building and associated parking lots, PCB-impacted soil was removed (former Plant 6 and Plant 9 basements) and LNAPL recovery was conducted (LNAPL is partially situated beneath the USPS Building footprint).

The USPS completed construction of the USPS Building identified on Exhibit 1) in approximately 2008 in accordance with plans set forth in a Ground Lease dated November 29, 2008 (Ground Lease, attached hereto as Exhibit 9) . In accordance with USPS's obligations under the Ground Lease, including but not limited to Paragraphs 2.k., 2.p., and 4.7g, USPS elected, in its sole discretion, to design, construct, install, own, operate, and maintain a subsurface vapor venting system beneath the USPS Building and a portion of the parking lot to prevent potential intrusion of methane and other volatile gases into the USPS Building, which system also includes a monitoring and alarm system (collectively, USPS Venting System). A diagram showing a design of the USPS Venting System is provided in Exhibit 3.

Definitions

"Agreement" shall mean the RCRA Section 3008(h) Performance-based Administrative Order on Consent, Docket Number RCRA-05-2011-0019 between USEPA and RACER Trust effective September 29, 2011.

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

"Grantor" shall mean RACER Properties LLC, an entity wholly-owned by RACER Trust, the current title holder of the Property at the time this Amended Restrictive Covenant was executed, or any future title holder of the Property or some relevant sub-portion of the Property.

"MDEQ" shall mean the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

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

“Owner” shall mean 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 successors or assigns and those persons or entities authorized to act on its behalf.

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

“Property” shall mean the property the legal description of which is set forth and illustrated in Exhibit 1, Legal Description and Illustration of Property.

“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.

“USPS Building” means the approximately 766,000 square foot building and associated driveways, parking areas, storm water management structures, and other associated features that were built by the USPS on the Property pursuant to the Ground Lease with General Motors Corporation, the prior owner of the Property, and whose construction was completed in 2008 and as it has been and may be modified in the future.

“USPS Building Owner” means at any given time the then-current tenant (or owner, if there is no tenant) of the USPS Building.

All other terms used in this document which are defined in Part 3, Definitions, of NREPA, Part 111, Part 201 or the Part 111 and Part 201 Administrative Rules, solely to the extent not inconsistent with the definitions in Part 111 or the Part 111 Administrative Rules, TSCA and 40 CFR Part 761, shall have the same meaning in this document as in those statutes and rules as on the date this 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 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) MDEQ; and (3) RACER Trust or its successors.

1. Land Use Prohibitions. The Owner shall prohibit all uses of the Property and the USPS Building Owner shall prohibit all uses of the USPS Building that are not compatible with or 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 4 (Description of Allowable Uses).

In addition, portions of the Property have PCB Remediation Waste present, as identified in Exhibit 5, and the Owner and USPS Building Owner shall prohibit all uses of those portions of the Property not in accordance with requirements for Low Occupancy as defined in 40 CFR 761.3. As defined in 40 CFR 761.3 and Exhibit 4, Low Occupancy area means any area where bulk PCB Remediation Waste has been disposed of on-Site and where occupancy for any individual not wearing dermal and respiratory protection for a calendar year must be less than 335 hours (an average of 6.7 hours per week). The Owner and USPS Building Owner are required to apply to USEPA, under 40 CFR 761.61(a), for approval to change this Low Occupancy use restriction and to comply with any conditions or requirements of any approved change to this restriction

2. Activities Prohibited. Owner shall prohibit activities on the Property and USPS Building Owner shall prohibit activities in, on, or about the USPS Building that may result in exposures to hazardous substances above the nonresidential land use cleanup criteria. These prohibited activities include:
 - a. No drinking water wells may be installed or used on the Property.
 - b. No groundwater extraction wells or other devices may be installed or used on the Property, except for wells and devices that are part of an USEPA or MDEQ approved response activity, and for short-term dewatering for construction purposes, provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable environmental laws and does not cause or result in a new release, exacerbation of any pre-existing environmental condition, or any other violation of environmental laws.
 - c. The Owner and the USPS Building Owner shall not remove, disturb or damage any monitoring wells or components of the Montcalm Street seep control system on the Property without USEPA and RACER Trust approval. The location of monitoring wells and Montcalm Street seep control system on the Property are illustrated in Exhibit 6.
 - d. No contaminated soils (if present) may be relocated on the Property except as provided for under Part 201, Section 20120c, MCL 324.20120c.

- e. Owner shall not “treat”, “store”, “dispose”, or release any Hazardous Substances, on, at, or below the Property and the USPS Building Owner shall not “treat”, “store”, “dispose”, or release any Hazardous Substances, on, at, or below the USPS Building in a manner that would require a permit under RCRA, 42 U.S.C. §§ 6901 et seq. or Part 111 of NREPA, except pursuant to a plan, permit, or license approved in writing by USEPA or MDEQ, pursuant to those statutory authorities.
- f. If Owner or USPS Building Owner elects to remove any slabs, pavement, or other impervious surface on the Property or, with respect to the USPS Building Owner, within or around the USPS Building, Owner or USPS Building Owner as applicable shall be responsible for any and all obligations under environmental laws arising from any such removal, alteration or disturbance, whether or not caused by, arising from or related to, an environmental condition.
- g. The Owner shall manage contaminated soils (if present), media and/or debris (if present) and all other soils located on the Property and the USPS Building Owner shall manage contaminated soils (if present), media and/or debris (if present) and all other soils located beneath the USPS Building 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; this provision regarding contaminated soil/media/debris management also applies in the event that the Owner or USPS Building Owner elects to remove any slabs, pavement, or other impervious surface on the Property or the USPS Building if such impervious surfaces are removed from that structure by the USPS Building Owner.
- h. The Owner and USPS Building Owner shall not excavate or perform any other intrusive activities in the PCB Remediation Waste or Residual LNAPL Areas (Exhibits 5 & 7), including but not limited to removal, disturbing, damaging, interfering or otherwise negatively affecting the integrity, effectiveness and operation of the ground surface covers (concrete, soil or vegetative cover), or monitoring and injection wells or Montcalm Street seep control system (Exhibit 6), except if such activities are temporary (less than sixty (60) days in duration), are part of a USEPA- or MDEQ-approved response activity, are conducted in accordance with all applicable environmental laws, do not cause or result in a new release, exacerbation of any pre-existing environmental condition or any other violation of environmental laws, and are approved by USEPA or MDEQ as applicable, and RACER Trust in writing in advance, and repaired to at least the pre-disturbance condition within fourteen (14) days of work completion. The Owner and USPS Building Owner shall comply with any conditions or requirements of any approval issued pursuant to this paragraph. The Owner, or USPS Building Owner as applicable, will provide ~~notice~~ to USEPA, ~~and~~ MDEQ and RACER Trust of documentation confirming the proper and complete implementation of any activity covered by this paragraph.

~~any activities covered by this provision at the addresses provided in Paragraph 10 at least thirty (30) days prior to initiating field activity.~~

- i. The Owner and USPS Building Owner shall not construct, install or maintain subsurface utilities, structures or other features (collectively Subsurface Features), at the Property or USPS Building, as applicable, unless the construction is approved in writing in advance by USEPA or MDEQ as applicable, and RACER Trust; the Owner and USPS Building Owner, as applicable, comply with any conditions or requirements of such approval; and such construction incorporates engineering controls designed, as necessary and applicable, to provide adequate protection for construction or maintenance workers, to eliminate the potential for the Subsurface Feature and/or the Subsurface Feature corridor to be a preferential contaminant migration pathway for impacted subsurface water or vapor, or to eliminate the potential for the Subsurface Feature to release fluids that could infiltrate through the subsurface and exacerbate impacts to groundwater. The Owner, or USPS Building Owner as applicable, will provide to USEPA, MDEQ and RACER Trust documentation confirming the proper and complete implementation of any activity covered by this paragraph.~~The Owner will provide notice to USEPA and MDEQ of any activities covered by this provision at the addresses provided in Paragraph 10 at least thirty (30) days prior to initiating field activity.~~
 - j. The Owner and USPS Building Owner shall not remove, disturb or damage any storm sewer bulkheads, or use of any inactive storm water sewer piping. Locations of storm sewer bulkheads and inactive storm water sewer lines are illustrated in Exhibit 8.
3. Subsurface Vapor Mitigation for USPS Building. The USPS Venting System was installed and had been operating at the time this Amended Restrictive Covenant was recorded. The USPS Building Owner, as the installer and owner of the existing subsurface vapor venting system, shall continue to operate and maintain the USPS Venting System in accordance with the Ground Lease and applicable OSHA, USEPA or MDEQ requirements, and modify, upgrade and/or replace the system as necessary to provide necessary protection for building occupants and compliance with any applicable due care obligations (the Venting System Obligations) and to the extent the Ground Lease is terminated and no tenant of the USPS Building at the time of such termination has assumed the Venting System Obligations in writing, in that instance, the then-existing Owner shall be responsible for such Obligations.
4. Soil Vapor Management for the Remainder of the Property. The Owner shall prohibit the construction and/or occupancy of any new building or structures on the Property, unless such construction and/or occupancy incorporates engineering controls designed to eliminate the potential for subsurface vapor phase contaminants or hazardous substances to migrate into the structure at concentrations greater than the appropriate concentrations protective of public health; or unless prior to construction and/or occupancy of any structure, an evaluation of the potential for any contaminants or hazardous substances to volatilize into indoor air assures the protection of persons who may be present in the

buildings. Prior to the potential for any human exposures, documentation of compliance with the above requirements and evidence of USEPA's or MDEQ's written approval must be submitted to RACER Trust.

5. Notification of PCB Remediation Waste. Pursuant to the requirement of 40 CFR Part 761.61(a)(8)(i)(A) this provision provides notification that PCB Remediation Waste is present on portions of the Property as illustrated in Exhibit 5.

PCB Area 1 contains PCB remediation waste with concentrations from 1 ppm up to ~~100590~~ ppm in soil from an approximate elevation of 970 to 940 feet above mean sea level (AMSL) (approximately two to thirty-four feet (2' to 34') below ground surface (bgs) at the time this Amended Restrictive Covenant was recorded).

PCB Area 2 contains PCB remediation waste with concentrations from 1 ppm up to 12 ppm from an approximate elevation of 945 to 935 feet AMSL (approximately twenty to thirty feet (20' to 30') bgs at the time this Amended Restrictive Covenant was recorded).

6. Notification of Residual LNAPL. Residual LNAPL, as defined in MDEQ's June 2014, Non-Aqueous Phase Liquid (NAPL) Characterization, Remediation, and Management for Petroleum Releases, RRD Resource Materials-25-2014-01, remains in place at the Property. The locations of residual LNAPL areas at the Property are illustrated in Exhibit 7.

Residual LNAPL Area 1 contains a mixture of residual weathered fuel oil with weathered crude oil. The presence of residual LNAPL exists from an approximate elevation of 963 to 939 feet AMSL (approximately six to thirty feet (6' to 30') bgs at the time this Amended Restrictive Covenant was recorded).

Residual LNAPL Area 2 contains residual weathered diesel fuel and fuel oil. The presence of residual LNAPL exists from an approximate elevation of 957 to 942 feet AMSL (approximately four to twenty-three (4' to 23') feet bgs at the time this Amended Restrictive Covenant was recorded).

Residual LNAPL Area 3 contains kerosene and coolant in the western portion and a mixture of weathered diesel and fuel oil in the eastern portion. The presence of residual LNAPL exists from an approximate elevation of 953 to 948 feet AMSL (approximately twelve to twenty-one (12' to 21') feet bgs at the time of this Amended Restrictive Covenant was recorded).

Residual LNAPL Area 4 contains weathered, mid-distillate diesel as well as weathered diesel and fuel oil in the southern portion. The presence of residual LNAPL exists from an approximate elevation of 965 to 935 feet AMSL (approximately six to thirty-five (6' to 35') feet bgs at the time of this Amended Restrictive Covenant was recorded).

Contaminants present in these four (4) areas were properly characterized, assessed and will remain in place at the Property. The restrictions provided for in this Amended

Restrictive Covenant serve to prevent exacerbation of and/or unacceptable exposure to hazardous substances as a result of conditions created by the presence of residual LNAPL.

7. Compliance with this Amended Restrictive Covenant and Applicable Due Care Obligations. The Owner and USPS Building Owner shall at all times comply with the conditions and restrictions of this Amended Restrictive Covenant and the applicable Due Care obligations under 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 and USPS Building Owner shall maintain records of its activities to comply with this Amended Restrictive Covenant and applicable Due Care obligations, and shall timely supply copies of any records documenting such compliance upon request from USEPA, MDEQ or RACER Trust.
8. Access. The Owner and USPS Building Owner shall grant to USEPA, MDEQ and/or RACER Trust the right to enter the Property at reasonable times for the purpose of a) determining and monitoring compliance with this Amended Restrictive Covenant, b) collecting samples, c) inspecting the operation of corrective measures and inspecting any records relating thereto, and d) as to USEPA and MDEQ only, confirming Owner or USPS Building Owner has maintained compliance with RCRA, Parts 111 and 201, and other applicable federal and state laws and regulations.
9. Transfer of Interest. The Owner and USPS Building Owner shall provide notice to USEPA, MDEQ and RACER Trust, (at the addresses provided in Paragraph 10) of the Owner's or USPS Building 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, assignment or other interest in the Property shall not be consummated by Owner or USPS Building Owner without adequate and complete provision for compliance with the terms and conditions of this Amended Restrictive Covenant and the applicable provisions of Section 20116 of the NREPA. Owner and USPS Building Owner shall include in any instrument conveying any interest in any portion of the Property, including, but not limited to, deeds, leases, and mortgages, a notice which is in substantially the following form:

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

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

10. Notices. Any notice, demand, request, consent, approval, or communication that is required to be made or obtained under this Amended Restrictive Covenant shall be made in writing; include a statement that the notice is being made pursuant to the requirements

of this Amended Restrictive Covenant; include the RCRA Facility ID Numbers: MID 005 356 886 and MID 085 470 102, and MDEQ Reference Number: RC-OWMRP-111-19-TBA; and shall be served either personally, or sent via first class mail, postage prepaid, as follows:

For RACER Trust:

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

with a copy to

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

For USEPA:

Director
Land and Chemicals Division (L-8J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

with a copy to:

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

For MDEQ:

Hazardous Waste Section Manager
Office of Waste Management and Radiological Protection
Michigan Department of Environmental Quality
P.O. Box 30241
Lansing, MI 48909-7741

11. Term. This Amended Restrictive Covenant shall run with the Property, and shall be binding on Owner, USPS Building 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 Amended Restrictive Covenant may only be

modified or rescinded with the written approval of USEPA and RACER Trust. Owner, USEPA, MDEQ 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.

12. Enforcement. Grantor, RACER Trust or its successors are entitled to enforce the restrictions and covenants of this 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, and RACER Trust intend and agree that USEPA and MDEQ are entitled to enforce the restrictions and covenants in this 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 including USPS Building Owner. All remedies available hereunder shall be in addition to any and all other remedies at law or equity.
13. 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 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 MDEQ, RACER Trust, their successors and assigns, and the Third Party Beneficiary.
14. USEPA Entry and Access. Nothing in this Amended Restrictive Covenant shall limit or otherwise affect USEPA’s right of entry and access, or authority to undertake actions under RCRA, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, 42 U.S.C. §§ 9601 *et seq.*) or the National Contingency Plan (40 C.F.R. 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 8 (Access) of this Amended Restrictive Covenant.
15. Modification/ Release/Rescission. Grantor or Owner or USPS Building Owner may request in writing to USEPA and RACER Trust at the addresses provided in Paragraph 10, modifications to, or release or rescission of, this Amended Restrictive Covenant. This Amended Restrictive Covenant may be modified, released or rescinded only with the written approval of USEPA and RACER Trust. Any approved modification to, or release or rescission of, this Amended Restrictive Covenant shall be filed with the appropriate Register of Deeds by the Grantor or Owner and a certified copy shall be returned to USEPA, MDEQ and RACER Trust at the addresses provided Paragraph 10.

16. Severability. If any provision of this 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 Amended Restrictive Covenant and all other provisions shall continue to remain in full force and effect.
17. Limitation on Liability. RACER Trust's, RACER Properties LLC's and the Administrative Trustee's liability under this Amended Restrictive Covenant is limited by the terms and conditions of the Settlement Agreement, which are incorporated herein by reference.
18. Authority to Execute Amended Restrictive Covenant. The undersigned person executing this Amended Restrictive Covenant represents the Owner and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Amended Restrictive Covenant.
19. Miscellaneous.
 - a) Controlling Law. The interpretation and performance of this 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 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 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 CERCLA or Parts 111 and 201 of the NREPA.
 - b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Amended Restrictive Covenant shall be liberally construed to affect the purpose of this Amended 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 Amended Restrictive Covenant is found to be ambiguous, an interpretation consistent with the purpose of this Amended Restrictive Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.
 - c) Entire Agreement. This Amended Restrictive Covenant and its attachments and appendices supersedes all prior discussions, negotiations, understandings, or agreements relating specifically to this Amended Restrictive Covenant, all of which are merged herein.

[signature page follows]

IN WITNESS WHEREOF, RACER Properties LLC has caused this Amended Restrictive Covenant, MDEQ Reference Number: RC-OWMRP-111-19-TBA, to be executed on this _____ day of _____, 2019.

RACER PROPERTIES LLC

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

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

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

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019,
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.

Notary Public Signature

Name of Notary Public _____
Notary Public, State of _____
County of _____
My Commission Expires: _____
Acting in the County of _____

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

Prepared by/Return to:
Carl Garvey, General Counsel
RACER Trust
500 Woodward Avenue, Suite 2650
Detroit, MI 48226

LIST OF EXHIBITS

- 1 LEGAL DESCRIPTION AND DEPICTION OF PROPERTY**
- 2 HAZARDOUS SUBSTANCES ABOVE CRITERIA IN SOIL AND GROUNDWATER**
- 3 USPS VENTING SYSTEM**
- 4 DESCRIPTION OF ALLOWABLE USES**
- 5 TSCA REMEDIATION WASTE / DESIGNATED LOW OCCUPANCY AREAS**
- 6 MONITORING WELLS AND MONTCALM STREET SEEP CONTROL SYSTEM**
- 7 RESIDUAL LNAPL AREAS**
- 8 INACTIVE STORM SEWERS AND BULKHEADS**
- 9 GROUND LEASE**

EXHIBIT 1

LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

Part of lot 500, including vacated streets and alleys lying adjacent to said lots of the "Plat of Modern Housing Corporation Addition", as recorded in Liber 20 of Plats on Page 22, Oakland County Records, all or part of Lots 1 through 23, inclusive, Block 1, including vacated streets and alleys lying adjacent to said lots of "Modern Housing Corporation's Oakland Park", a subdivision of part of the North ½ of Section 21, Township 3 North, Range 10 East as recorded in Liber 46 of Plats on Page 21, Oakland County Records; including part of Sections 20 and 21, Township 3 North, Range 10 East, all being located in the City of Pontiac, Oakland County, State of Michigan and being more particularly described as follows:

Commencing at the East ¼ corner of Section 20, Township 3 North, Range 10 East, as recorded in Liber 20101, Page 712, Oakland County Records, said point also being the West ¼ of Section 21, Township 3 North, Range 10 East, thence along the East Section line of said Section 20, North 6 degrees 58 minutes 26 seconds West, 147.20 feet to the Point of Beginning and the North right-of-way line of East Montcalm Street (variable width), thence along said North right-of-way line, South 84 degrees 26 minutes 26 seconds West, 1,280.69 feet; thence North 07 degrees 33 minutes 31 seconds West, 614.02 feet; thence North 02 degrees 09 minutes 35 seconds West, 66.80 feet; thence North 84 degrees 05 minutes 48 seconds East, 244.44 feet; thence North 05 degrees 54 minutes 12 seconds West, 741.12 feet; thence North 84 degrees 05 minutes 48 seconds East, 1,788.80 feet; thence South 05 degrees 54 minutes 12 seconds East, 153.03 feet; thence North 84 degrees 05 minutes 48 seconds East, 91.20 feet; thence South 05 degrees 54 minutes 12 seconds East, 116.97 feet; thence North 84 degrees 05 minutes 48 seconds East, 385.00 feet to the Westerly right-of-way line of North Glenwood Avenue; thence along said right-of-way the following courses: South 05 degrees 54 minutes 12 seconds East, 300.00 feet to a curve to the right; thence along said curve an arc distance of 144.17 feet, radius 300.00 feet, central angle 27 degrees 32 minutes 04 seconds, and chord bearing of South 07 degrees 51 minutes 50 seconds West, 142.79 feet; thence South 21 degrees 37 minutes 52 seconds West, 489.35 feet to a curve to the left; thence along said curve an arc distance of 192.56 feet, radius 400.00 feet, central angle of 27 degrees 34 minutes 56 seconds, and chord bearing of South 07 degrees 50 minutes 24 seconds West, 190.71 feet; thence South 05 degrees 57 minutes 05 seconds East, 100.25 feet to the North right-of-way line of East Montcalm Street (variable width); thence along the said right-of-way line, South 83 degrees 49 minutes 03 seconds West, 606.04 feet to a deflection point; thence South 84 degrees 26 minutes 26 seconds West, 303.94 feet to the Point of Beginning. Containing 71.858 acres, more or less.

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

Commonly known as 711 North Glenwood Avenue, Pontiac, Michigan 48340; Tax ID 63-64-14-21-101-007.

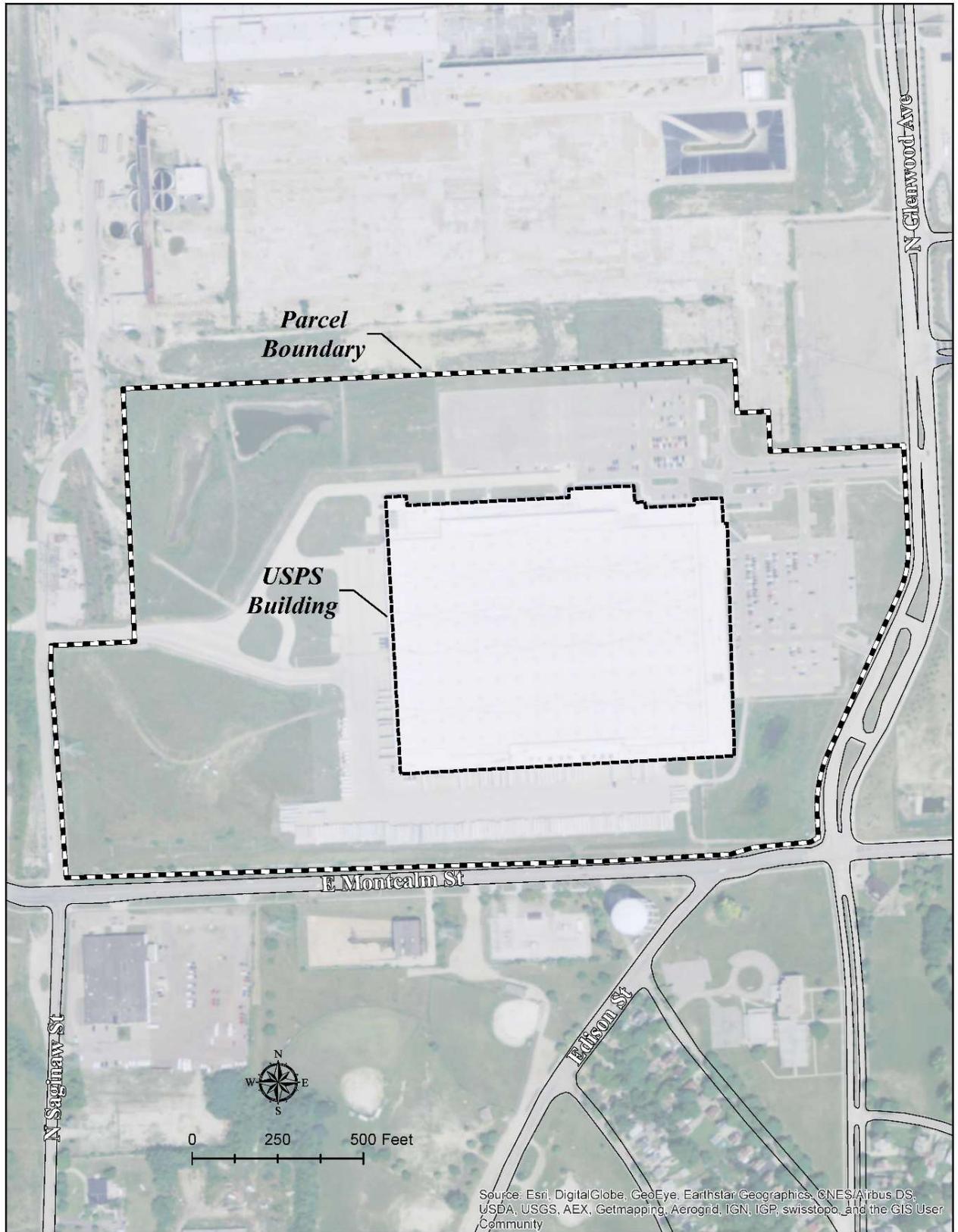


EXHIBIT 2

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

Media	Substance	Criteria Exceeded
Soil	1,2-Dichlorobenzene	GSIP
	2,4-Dimethylphenol	GSIP, RDWP, NRDWP
	2-Methylnaphthalene	GSIP, RDWP
	Acenaphthylene	GSIP
	Aluminum	RDWP, NRDWP
	Antimony	GSIP, RDWP, NRDWP
	Arsenic	GSIP, RDWP, NRDWP, RDC, NRDC
	Atrazine	RDWP, NRDWP
	Barium	RDWP, NRDWP
	Benzene	RDWP, NRDWP, GSIP,
	Butylbenzylphthalate	GSIP
	Cadmium	RDWP, NRDWP
	Carbazole	GSIP, RDWP
	Cobalt	GSIP, RDWP, NRDWP
	Copper	RDWP, NRDWP
	Dibenzofuran	GSIP
	Dichloromethane	RDWP, NRDWP
	Di-n-butylphthalate	GSIP
	Ethylbenzene	RDWP, NRDWP, GSIP
	Fluoranthene	GSIP
	Fluorene	GSIP
	Iron	RDWP, NRDWP
	Lead	RDWP, NRDWP
	Magnesium	RDWP
	Manganese	RDWP, NRDWP
	Mercury	GSIP, RDWP, NRDWP
	Methylphenols	GSIP, RDWP, NRDWP
	Naphthalene	GSIP, RDWP
	Nickel	RDWP, NRDWP
	Phenanthrene	GSIP, RDWP
	Pyrene	GSIP, RDWP
	Selenium	GSIP, RDWP, NRDWP
	Silver	GSIP, RDWP, NRDWP
	Tetrachloroethene	GSIP, RDWP, NRDWP
	Thallium	RDWP, NRDWP
	Toluene	GSIP, RDWP, NRDWP
	Trichloroethene	RDWP, NRDWP, RSVII, NRSVII
	Vanadium	RDWP
	Xylenes, Total	RDWP, NRDWP, GSIP
	Zinc	RDWP, NRDWP

Media	Substance	Criteria Exceeded
Groundwater	2-Methylnaphthalene	GSI
	2,4-Dimethylphenol	GSI, RDW, NRDW
	Acetone	GSI, RDW, NRDW
	Antimony	RDW, NRDW
	Arsenic	GSI, RDW, NRDW
	Barium	RDW, NRDW
	Benzene	RDW, NRDW
	Bis 2-ethylhexyl phthalate	GSI, RDW, NRDW
	Carbazole	GSI
	Chromium, total	GSI, RDW, NRDW
	Cobalt	RDW
	Dichloromethane	RDW, NRDW
	Ethylbenzene	GSI
	Fluorene	GSI
	Lead	RDW, NRDW
	Manganese	GSI
	Mercury	GSI
	Methylphenols	GSI, RDW, NRDW
	Naphthalene	GSI
	Nickel	RDW, NRDW
	Phenanthrene	GSI
	Phenol	GSI
	Polychlorinated biphenyls	GSI, RDW, NRDW
	Selenium	GSI
	Silver	GSI
	Sodium	RDW
	Thallium	GSI, RDW, NRDW
	Vanadium	GSI, RDW, NRDW
	Vinyl Chloride	GSI, RDW, NRDW
	Xylenes, Total	NRDW, GSI

SOIL

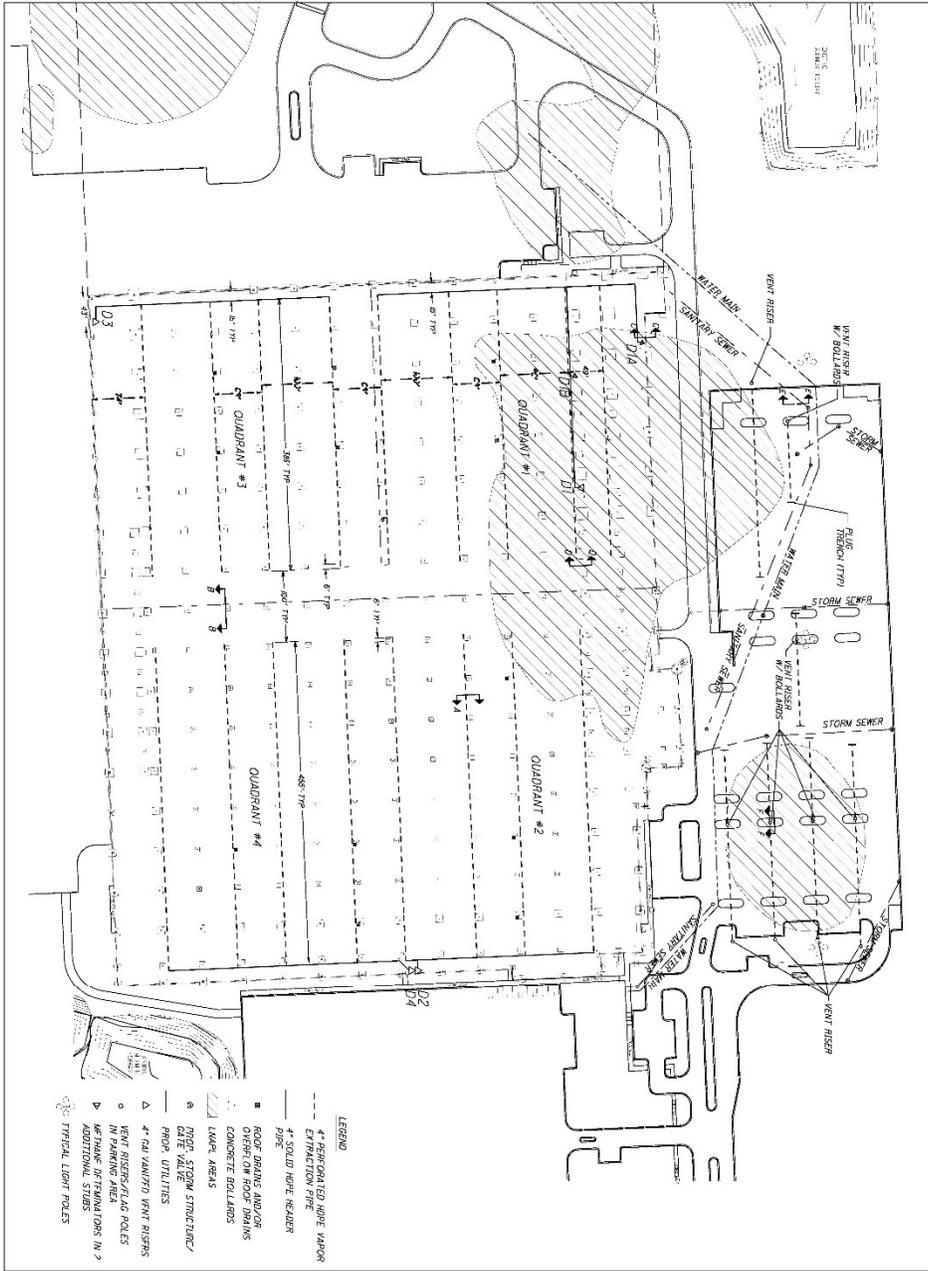
NRDWP- Non-Residential Drinking Water Protection
RDWP – Residential Drinking Water Protection
GSIP – Groundwater Surface Water Interface Protection
NRSVII – Non-Residential Soil Volatilization to Indoor Inhalation Criteria
RSVII – Residential Soil Volatilization to Indoor Inhalation Criteria
NRDC – Non-Residential Direct Contact Criteria
RDC - Residential Direct Contact Criteria

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 MDEQ Part 201 Generic Cleanup Criteria – Non-Residential Soil and Groundwater Criteria, Table 1 and Table 2, dated December 30, 2013. However, it is noted that as of the date of this Amended Restrictive Covenant, USEPA’s authorization of the MDEQ RCRA Program includes the September 28, 2012 Part Generic Cleanup Criteria. .

EXHIBIT 3 USPS VENTING SYSTEM



- LEGEND**
- 4" PERFORATED PIPE VAPOR EXTRACTION PIPE
 - 4" SOLID PIPE RISER
 - PIPE
 - ROOF DRAIN AND/OR OVERFLOW ROOF DRAIN
 - CONCRETE BOLLARDS
 - WALL AREAS
 - PROP. STORM STRUCTURE/ GATE VALVE
 - PROP. UTILITIES
 - 4" FAL VENT/ROOF VENT RISERS
 - VENT RISERS/FLAP POLES IN PARKING AREA
 - WEATHER TERMINATORS IN 2 ADDITIONAL STUBS
 - TRICAL LIGHT POLES

Merritt & Smith
ARCHITECTS



SCALE: 1/8" = 1'-0"
DATE: JANUARY 12, 2007
PROJECT: 03-1871-15
USPS File Number: 98541

UNITED STATES POSTAL SERVICE
NORTHEAST METRO
MICHIGAN P AND DC
211 NORTH GLENWOOD AVENUE
PO BOX 48,484-9991

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NOTHING IS TO BE CONSIDERED AS A CONTRACT DOCUMENT UNLESS IT IS PART OF THE CONTRACT DOCUMENTS AND SPECIFICATIONS. THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE THE BASIS FOR THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

EXHIBIT 4

DESCRIPTION OF ALLOWABLE USES

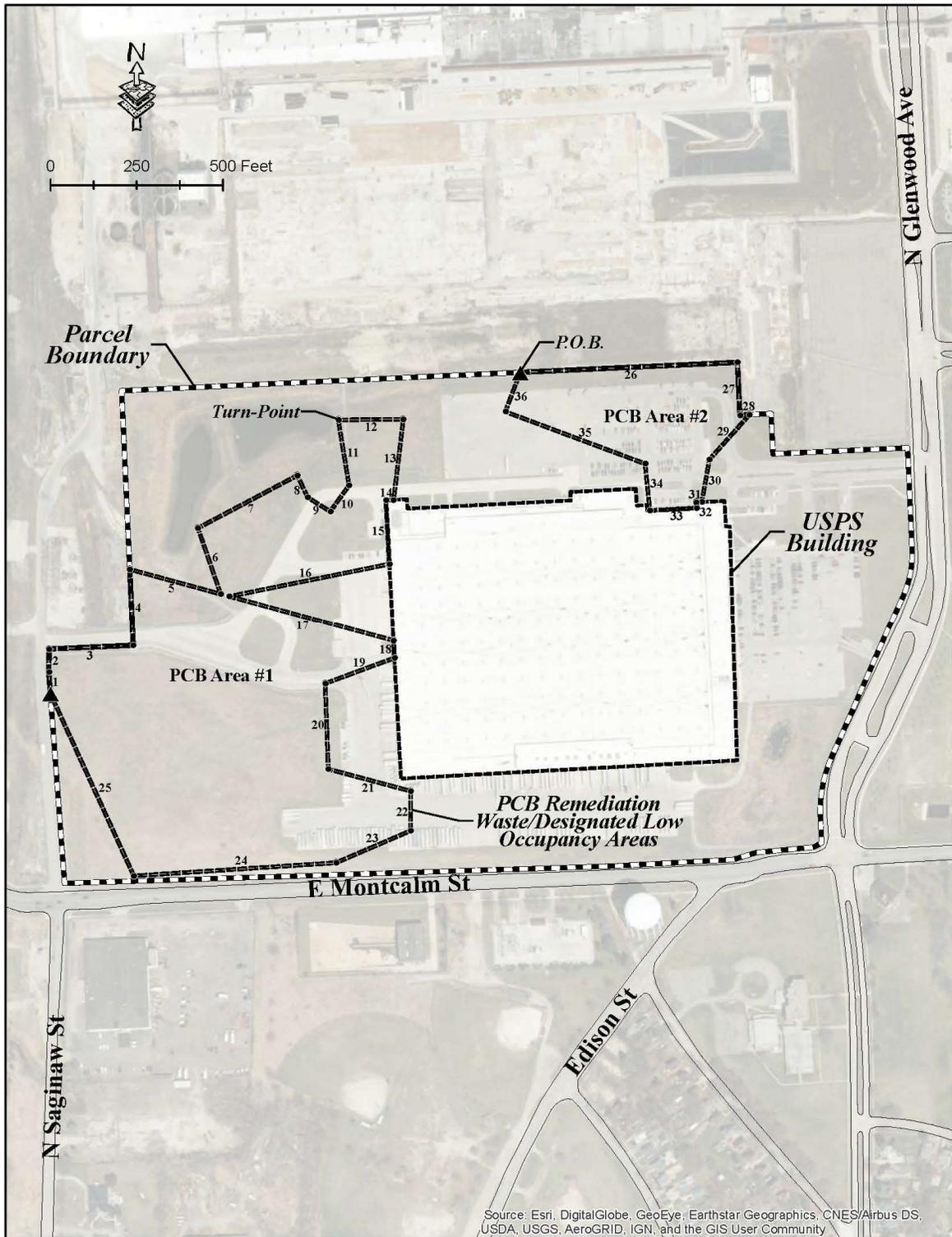
Nonresidential Land Use: This land use is characterized by any use which is not residential in nature and is primarily characterized by industrial and commercial uses. Industrial uses typically involve manufacturing operations engaged in processing and manufacturing of materials or products. Other examples 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. 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.

Low Occupancy Area: As defined in 40 CFR 761.3, low occupancy area means any area where bulk PCB Remediation Waste has been disposed of on-site and where occupancy for any individual not wearing dermal and respiratory protection for a calendar year is less than 335 hours (an average of 6.7 hours per week). Examples could include an electrical substation or a location in an industrial facility where a worker spends small amounts of time per week (such as an unoccupied area outside a building, an electrical equipment vault or in the non-office space in a warehouse where occupancy is transitory).

EXHIBIT 5

PCB REMEDIATION WASTE / DESIGNATED LOW OCCUPANCY AREAS



PCB Remediation Waste / Designated Low Occupancy Areas

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

P.O.B. Area #1 Easting: 13411735.027 (X) Northing: 423733.182 (Y)

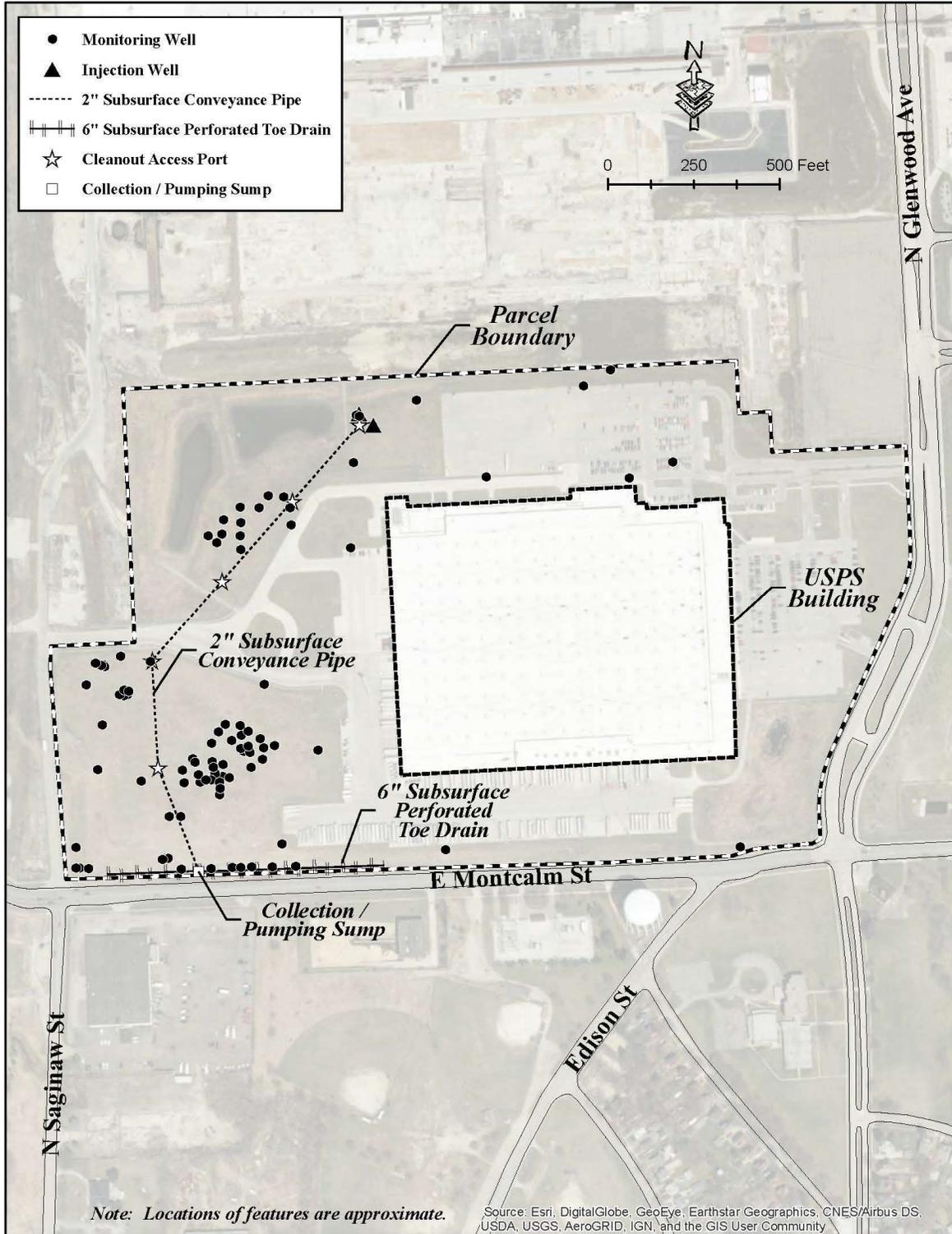
<u>Line ID</u>	<u>Bearing / Distance</u>
1	North 07°33'31" West, 61.84'
2	North 02°09'35" West, 66.80'
3	North 84°05'48" East, 244.44'
4	North 05°54'12" West, 222.47'
5	South 74°46'36" East, 273.28'
6	North 18°58'38" West, 202.39'
7	North 62°04'57" East, 326.23'
8	South 25°09'11" East, 70.56'
9	South 58°15'26" East, 77.07'
10	North 35°46'34" East, 93.11'
11	North 09°17'57" West, 192.48'
12	North 89°19'33" East, 188.86'
13	South 06°54'16" West, 235.78'
14	South 86°49'13" West, 22.32'
15	South 03°05'39" East, 185.27'
16	South 78°33'32" West, 473.74'
17	South 74°46'36" East, 493.74'
18	South 03°05'39" East, 50.89'
19	South 69°43'18" West, 214.44'
20	South 02°05'51" East, 248.20'
21	South 74°57'25" East, 248.02'
22	South 00°29'54" West, 114.83'
23	South 66°47'19" West, 234.95'
24	South 86°16'31" West, 588.10'
25	North 24°35'34" West, 582.35'

P.O.B. Area #2 Easting: 13413098.489 (X) Northing: 424666.364 (Y)

<u>Line ID</u>	<u>Bearing / Distance</u>
26	North 84°05'48" East, 630.94'
27	South 05°54'12" East, 153.03'
28	North 84°05'48" East, 28.07'
29	South 41°43'36" West, 174.57'
30	South 10°14'30" West, 124.05'
31	South 87°14'27" West, 16.01'
32	South 01°41'05" East, 16.75'
33	South 87°01'44" West, 135.19'
34	North 05°54'04" West, 136.28'
35	North 69°34'44" West, 432.67'
36	North 20°42'12" East, 121.90'

EXHIBIT 6

MONITORING WELLS AND MONTCALM STREET SEEP CONTROL SYSTEM



Existing Monitoring and Injection Wells and Coordinates

Coordinate System:

NAD_1983_StatePlane_Michigan_South_FIPS_2113_Feet_Int'l

<u>MONITORING WELL</u>	<u>EASTING (X)</u>	<u>NORTHING (Y)</u>
GWD9	13412064.62	423244.15
MWW1-15	13411804.23	423274.45
MWW8-45	13412282.32	424268.75
TW-01-01	13411947.65	423719.80
TW-01-02	13412144.00	423533.55
TW-01-03	13412352.39	423750.32
TW-09-01	13412612.36	424398.45
MWW8-34	13412213.84	424164.49
MWW8-36	13412283.64	424224.02
MWW8-48	13412426.94	424266.42
RWW8-119	13412409.80	424298.49
RWW8-129	13412282.88	424185.05
RWW8-130	13412233.49	424231.96
RWW8-132	13412188.81	424184.68
MWD6R	13411808.46	423214.47
IWD7R	13411814.71	423214.82
GWD8R	13411803.64	423215.06
MWW8-65	13413282.76	424621.45
RWW8-124	13412364.46	424302.40
RWW8-125	13412337.37	424267.19
RWW8-131	13412229.41	424190.45
RWW8-133	13412285.07	424144.65
DWD10	13412072.64	423244.21
DWD12	13413739.98	423276.56
TW-10-01	13412431.60	424217.41
MWD4	13412880.84	423267.60
MWW5-01	13412795.17	424580.56
TW-10-02	13412604.15	424150.73
MW-40-99	13412055.19	423240.69
TW-11-01	13413415.73	424354.07
TW-11-02	13413543.28	424400.56
TW-03-01	13412998.73	424356.22
TWW8-01	13413361.53	424668.91
TW-MD-01	13412111.97	423212.83
TW-MD-02	13412197.72	423213.87
TW-MD-03	13412258.98	423217.39
TW-MD-04	13412284.86	423216.01
TW-MD-05	13412315.75	423218.02
TW-MD-06	13412376.85	423219.23
TW-MD-07	13412443.74	423220.83

Existing Monitoring and Injection Wells and Coordinates

Coordinate System:

NAD_1983_StatePlane_Michigan_South_FIPS_2113_Feet_Int'l

<u>MONITORING WELL</u>	<u>EASTING (X)</u>	<u>NORTHING (Y)</u>
MWW10-SEN01	13411834.75	423748.57
MWW10-SEN02	13411867.67	423501.70
MWW01-SEN03	13412076.03	423365.62
MWW01-SEN04	13412404.67	423285.37
MW-01-17	13411840.91	423214.24
SB-13-14	13412212.20	423476.50
SB-14-14	13412206.12	423476.50
SB-15-14	13412212.02	423470.22
SB-16-14	13412218.35	423481.36
SB-30-14	13412231.32	423482.10
SB-31-14	13412208.71	423490.99
SB-32-14	13412198.62	423471.52
SB-33-14	13412222.41	423465.66
SB-40-14	13412166.04	423465.23
SB-41-14	13412200.07	423525.49
SB-42-14	13412222.93	423428.67
SB-43-14	13412232.83	423516.77
SB-01-14	13412297.99	423556.94
SB-02-14	13412303.05	423555.33
SB-03-14	13412300.13	423561.16
SB-04-14	13412293.23	423555.46
SB-20-14	13412284.41	423564.17
SB-38-14	13412311.40	423551.57
SB-39-14	13412305.59	423569.94
SB-44-14	13412313.76	423508.25
SB-45-14	13412350.25	423565.40
SB-46-14	13412286.35	423602.44
SB-47-14	13412223.61	423447.46
SB-48-14	13412251.77	423478.35
SB-49-14	13412203.77	423509.12
SB-50-14	13412150.85	423523.00
SB-51-14	13412161.79	423487.30
SB-52-14	13412183.46	423472.66
SB-53-14	13412198.68	423579.26
SB-54-14	13412258.30	423586.80
SB-55-14	13412281.81	423629.35
SB-56-14	13412305.58	423613.31
SB-57-14	13412341.40	423592.28
SB-58-14	13412382.52	423572.61
SB-59-14	13412346.94	423532.06

Existing Monitoring and Injection Wells and Coordinates

Coordinate System:

NAD_1983_StatePlane_Michigan_South_FIPS_2113_Feet_Int'l

<u>MONITORING WELL</u>	<u>EASTING (X)</u>	<u>NORTHING (Y)</u>
SB-60-14	13412219.49	423611.75
SB-61-14	13412239.45	423634.43
SB-63-14	13412118.70	423463.70
SB-17-14	13411953.40	423720.56
SB-18-14	13411943.04	423724.03
SB-19-14	13411943.32	423717.49
SB-22-14	13411883.78	423807.21
SB-23-14	13411887.54	423801.93
SB-24-14	13411878.39	423805.83
SB-25-14	13411860.79	423812.13
SB-64-14	13411931.43	423719.95
SB-65-14	13411943.78	423734.61
SB-66-14	13411958.55	423730.02
SB-74-15	13412510.22	423559.39
SB-77-15	13412021.03	423816.20
SB-78-15	13411934.58	423832.82
SB-79-15	13411881.30	423632.75
SB-80-15	13411993.78	423468.29
SB-62-14	13412114.13	423499.61
SB-81-15	13412109.52	423365.27
MW-03-17	13412620.13	424537.70
MW-04-17	13412628.97	424534.65
<u>INJECTION WELL</u>	<u>EASTING (X)</u>	<u>NORTHING (Y)</u>
INJ-01-17	13412628.93	424542.13
INJ-02-18	13412670.13	424508.75

EXHIBIT 7
RESIDUAL LNAPL AREAS

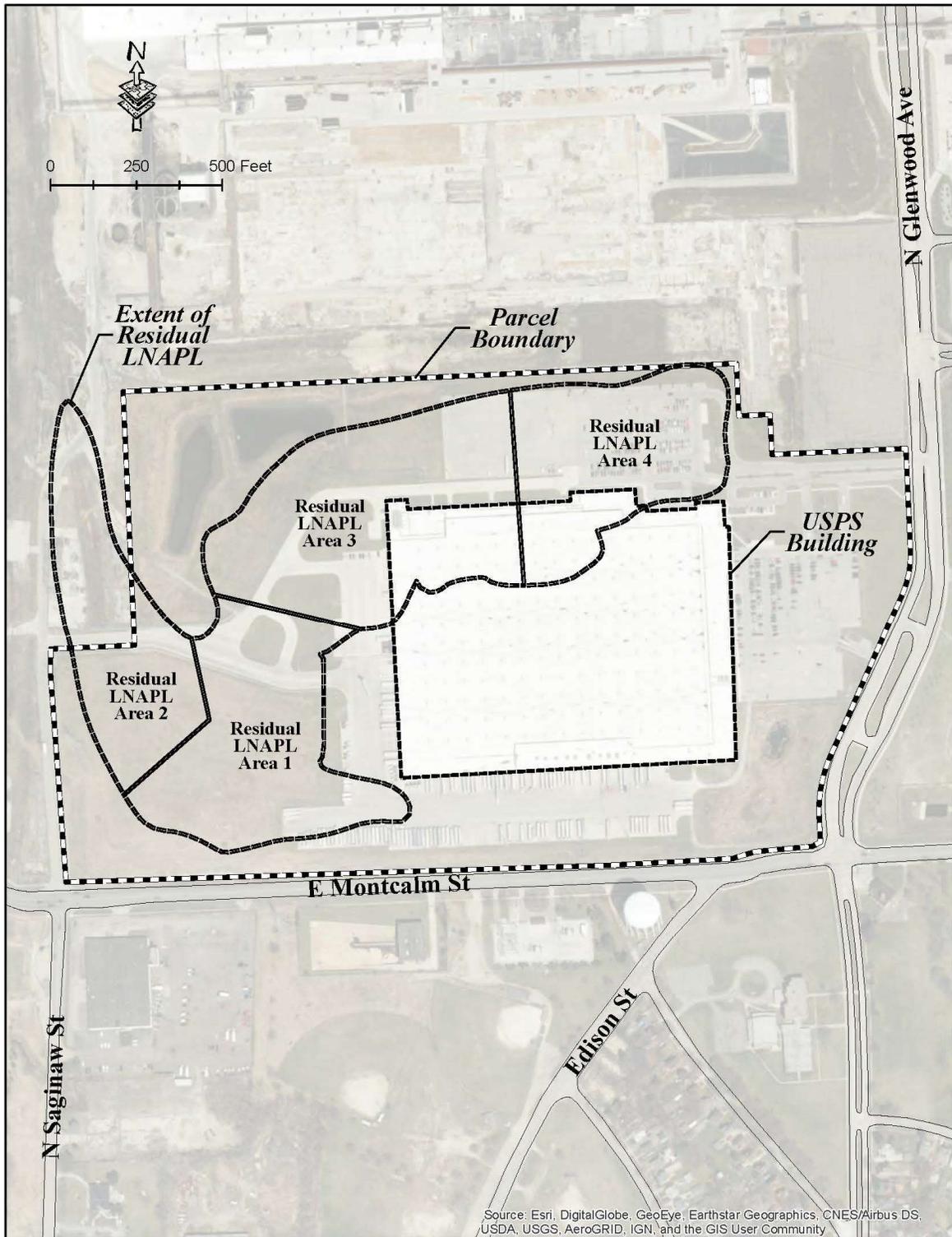


EXHIBIT 8

INACTIVE STORM SEWERS AND BULKHEADS

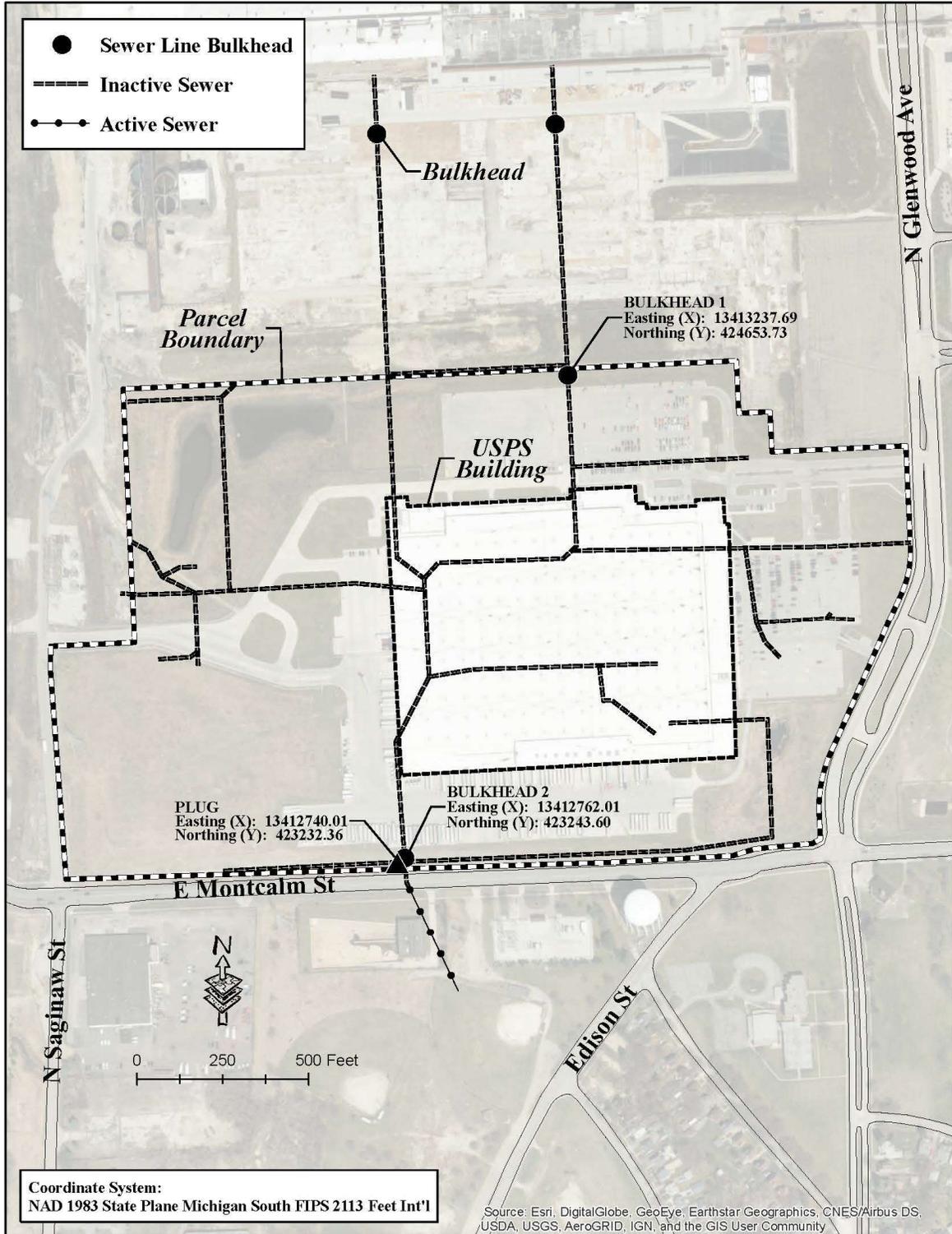


EXHIBIT 9
GROUND LEASE

DRAFT

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28550 Cabot Drive

Suite 500

Novi, Michigan 48377

Tel 248 994 2240

Fax 248 994 2241

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