



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
MATERIALS MANAGEMENT DIVISION



PHILLIP D. ROOS
DIRECTOR

September 25, 2025

VIA EMAIL

David Favero, Deputy Cleanup Manager
RACER Trust
1505 Woodward Avenue, Suite 200
Detroit, Michigan 48226

Dear David Favero:

SUBJECT: Corrective Action Monitoring and Maintenance Inspection Report;
RACER Bay City Industrial Land; MID 005 356 688; Waste Data System
Number 393420

On July 11, 2025, the Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division (MMD), staff conducted a Corrective Action Monitoring and Maintenance (Camm) inspection at the RACER Bay City Industrial Land located at 1600 Crotty Street, Bay City, Michigan (facility). The purpose of the Camm inspection was to confirm that the facility is in compliance with the long-term monitoring and maintenance requirements specified in the approved September 23, 2016, Operation, Maintenance, and Monitoring Plan (O&M Plan), and Part 111, Hazardous Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, and the administrative rules promulgated thereunder.

The O&M Plan identifies the long-term monitoring and maintenance activities associated with corrective measures taken at the facility. Enclosed is the Camm Inspection Report (Report), documenting our findings.

Based on the record review and site walkover described in the Report, the items listed below must be addressed. For additional details, please refer to the attached Report.

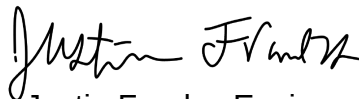
1. A number of animal burrows were found in the cap. RACER must fill the burrows and remove the occupants.
2. Several autumn olive (*Elaeagnus umbellate*) were found growing on the edge of the cap, inside the fence barrier. The root structures of these trees grow between one and seven meters underground. RACER must remove the trees. Following the removal the MMD recommends that a round of herbicide is applied to the remnants, as it is common for autumn olive to resprout from the root crown shortly after being cut down.
3. Several bare spots on the cap were observed. These areas must be reseeded and regraded as necessary to prevent further erosion.
4. There were three unlabeled and uncapped monitoring wells that must be named and secured with adequate locks.

5. The inspection reports lack sufficient detail, and future reports must clearly document how and when issues are resolved.
 - a. Woodchuck burrows must be documented, and follow-up maintenance should be accurately reported.
 - b. The MMD requests that revisions be made to RACER's inspection form to include a column specifying when and what repairs/follow-up actions are needed to address an identified issue, a column to document when the specified repairs/follow-up actions have been implemented, and a field to specify whether the inspection is a monthly or annual inspection.
 - c. Documentation of the required monthly inspections do not appear to be present for August 2024 and May 2025. RACER must provide the monthly reports or clarification as to why these reports are missing from the record.

RACER must provide a response to the MMD within thirty days of receipt of this Report that describes those actions that have been taken, or will be taken within a defined timeframe, to address each of the items above. Please be advised that failure to properly maintain the cap once these issues are resolved may result in non-compliance determinations during future inspections.

If you have any questions regarding this inspection or Report please contact me at 517-897-7619; FranksJ3@Michigan.gov; or EGLE-MMD-HWS@Michigan.gov.

Sincerely,



Justin Franks, Environmental Quality Analyst
Corrective Action Unit
Hazardous Waste Section
Materials Management Division
517-897-7619

cc: Brendan Mullen, RACER
John-Eric Pardys, GHD
Kimberly Tyson, EGLE
Elizabeth Garver, EGLE
Jeremy Pepin, EGLE
Joe Rogers, EGLE
Report – Corrective Action Monitoring and Maintenance Inspection

Corrective Action Monitoring and Maintenance Inspection Report

**RACER Trust
Bay City Industrial Land
1600 Crotty Street
Bay City, Michigan
MID 005 356 688**

September 2025



**MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY**

**Michigan Department of
Environment, Great Lakes, and Energy
Materials Management Division**

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Inspection Conducted By:

- Jeremy Pepin, Engineer/Project Manager
- Joe Rogers, Geological Specialist
- Justin Franks, Environmental Quality Analyst

1.0 INTRODUCTION

On July 11, 2025, Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division (MMD), staff conducted a Corrective Action Monitoring and Maintenance (CAMP), inspection at the RACER Bay City Industrial Land, located at 1600 Crotty Street, Bay City, Michigan (facility). The location of the facility is shown in **Figure 1**, and an aerial view of the facility is shown in **Figure 2**.

The purpose of the CAMP inspection was to confirm that the facility was in compliance with the long-term monitoring and maintenance requirements specified in the approved September 23, 2016, Corrective Measure/Remedial Action Plan Completion Report (CM/RAP), and Operation, Maintenance, and Monitoring Plan (O&M Plan). These documents were originally developed and approved under Part 201, Environmental Remediation (Part 201), of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). The CM/RAP and O&M Plan meet the requirements for approval under Part 111, Hazardous Waste Management (Part 111), of the NREPA, and Performance Standards Attained - Controls Required (CA900CR), as a Government Performance and Results Act Environmental Indicator, which was issued on September 28, 2016. The O&M Plan documents the corrective measures that were implemented at the facility to meet the performance standards for a non-residential cleanup with controls and the long-term operation, monitoring and maintenance activities associated with those corrective measures.

The CAMP inspection was conducted by MMD Hazardous Waste Section staff, Jeremy Pepin, Environmental Engineer/Project Manager; Joe Rogers, Geologist Specialist; and Justin Franks, Environmental Quality Analyst. MMD staff were escorted by RACER staff Dave Favero and Brendan Mullen, and John-Eric Pardys of GHD. The CAMP inspection included a site walkover and a record review to document facility conditions and evaluate compliance with the approved CM/RAP and O&M Plan.

2.0 SITE BACKGROUND

2.1 Site History

The site was originally developed by General Motors Corporation (GMC), as part of a larger automotive components manufacturing facility (former facility) and was used for machine storage and access to the Saginaw River via the Crotty Street Channel. As a result of GMC's manufacturing operations, hazardous substances were released to the environment. The hazardous substances included high concentrations of polychlorinated biphenyls (PCB), contaminated waste oil, light nonaqueous phase liquids, and PCB-impacted soils within the PCB Remediation Waste Area. Other substances present in the soil and groundwater at the facility that exceed applicable Part 201 cleanup criteria include benzo(a)pyrene, carbazole, dibenzofuran, 2,4-dimethylphenol, fluoranthene, fluorene, 4-methylphenol, naphthalene, phenanthrene, ethylbenzene, xylenes, arsenic, chromium, cobalt, cyanide, manganese, mercury,

selenium, and silver. The RACER Trust acquired the facility in 2011 and has not redeveloped the facility.

2.2 Corrective Action Summary

Corrective actions were implemented at the facility while still owned and operated by GMC. These activities were carried out in accordance with Part 201 pursuant to the December 1992 GMC/State of Michigan On-Site Consent Judgment. Between 1993 and 1995 an approved Remedial Investigation/Feasibility Study Work Plan was implemented, and a final Feasibility Study was submitted with a Draft Remedial Action Plan in December 1998. The RAP was amended in December 1999 to include corrective measures for the Crotty Street Channel. Aside from the permanent markers and implementation of a restrictive covenant, all other corrective actions were implemented and approved by EGLE in 2000. A Restrictive Covenant (RC), was filed in 2015 by RACER. In September 2023, separation of the sewer system from the neighboring General Motors Powertrain facility's sewers began. At the time of this CAMM Inspection, the separation was newly completed.

The following corrective actions have been implemented at the RACER facility:

- Sheet pile wall.
- Vegetated multi-layer cap.
- Groundwater extraction system.
- Groundwater treatment system.
- Groundwater monitoring.
- Soil excavation.
- Sediment removal or stabilization.
- Paving.
- Fencing.
- Institutional controls – RC.
- Operation and maintenance.
- Existing storm water collection systems modification.
- Permanent markers and cornerstones (to be installed).

The O&M Plan requires the following ongoing activities to ensure proper implementation of corrective measures.

- Exposure barrier inspection.
- Containment system inspection.
- Permanent marker/cornerstone inspection.
- Groundwater extraction system inspection.
 - o Extraction well pump maintenance.
- Groundwater treatment system operation.

- Groundwater treatment system inspection.
 - o Exterior and interior inspections of the treatment building.
 - Storm water discharge inspection.
 - Monitoring well inspection.
- Groundwater monitoring program.
- o Hydraulic monitoring.
 - o Groundwater quality monitoring.
- Groundwater treatment and extraction system program.
 - o Influent/effluent quality monitoring.
 - Storm water monitoring.

3.0 SITE INSPECTION RESULTS

A copy of the completed CAMM Inspection Checklist is provided as **Attachment A**

3.1 File and Record Review Results

Files and records were reviewed, as necessary, to document that the facility is following the requirements of the O&M Plan, including confirmation of local zoning designation; confirmation of compliance with the requirements of the RC; and performance of the Monitoring Program outlined in the O&M Plan. Each is discussed in more detail below.

3.1.1 Local Zoning Designation

The RC requires that the use of the property remains compatible with non-residential criteria, as defined in Section 324.20120a of Part 201, or other uses that are consistent with the assumptions and basis for the cleanup criteria established pursuant to Part 201. According to the information presented on the Bay City website, the area of the facility is zoned as M-2, General Industrial. As the facility has been remediated to meet non-residential criteria, the permitted uses of the M-2 zoning designations are protective and allowable under the RC. The Bay City Zoning ordinance is available on [Bay City's Website](#). A copy of the zoning map is provided in **Attachment B**

3.1.2 Presence of the RC

The RC is filed with the Bay County Register of Deeds which can be accessed via Doxpop.com. Once an RC is filed with the register of deeds, it cannot be removed and remains with the property indefinitely. The original RC was recorded on November 9, 2015, at Liber 3124, page 124. Brendan Mullen indicated that RACER intends to update the RC. Meetings between RACER and GM have occurred to determine the location of the Consumer's Energy easement and the GM sewer which runs through the property. RACER is hopeful that a new RC will be available for MMD to review soon. A copy of the current applicable RC is included as **Attachment C**.

The location of the Consumer's Energy easement must be defined so potential contamination in the area can be identified and communicated to prevent exposure to the if work is done in the easement area. In addition, the current RC does not provide language protective of the volatilization to indoor air pathway (VIAP) should future development on the property occur. The RC must be modified to include provisions for the consent of easement holder and the VIAP. A Part 111 RC template is included as **Attachment E** of this Report.

3.1.3 Compliance with the Requirements of the RC

The RC requires that the facility prohibits the installation of any wells for groundwater use. MMD staff confirmed through a search of the [EGLE drinking water database](#) that no potable wells are present on-site. In addition, no potable wells were noted during the site visit.

3.1.4 Performance of Ongoing Activities

RACER is required to submit an Annual Technical Progress Report to document ongoing compliance with the CMI/RAP and any deviations from the CMI/RAP. MMD staff have reviewed the 2024 Annual Technical Progress Report, dated January 31, 2025. Based on the review, the ongoing operation, monitoring, and maintenance activities outlined in Section 2.2 of this Report appear to have been carried out; however, MMD provided comments in Section 3.2 regarding the quality of the inspections and reporting.

3.2 SITE VISIT RESULTS

Photographs taken and a copy of the MMD staff Report completed following the July 11, 2025, site visit are provided in **Attachment D**. The following issues were identified during the site visit and must be addressed as outlined below and in Section 4.0 of this Report. An aerial showing areas of concern is shown in **Figure 3**.

- Several animal burrows belonging to woodchucks or groundhogs were observed on the cap.
- Several trees, specifically autumn olive (*Elaeagnus umbellata*), were observed growing on the edge of the cap.
- Several bare and/or sparsely vegetated areas were observed on the cap.
- There were three unlabeled and uncapped monitoring wells and one well which was simply unlabeled.
- There were multiple issues with RACER's inspection reports including:
- When MMD was on the site, dozens of woodchuck holes were identified; however, inspection reports, upon review, did not note any burrows in 2025. RACER must accurately and effectively note woodchuck burrows on a monthly basis, as well as

include the remedial activities that were performed to remedy the issue in the inspection reports.

- Documentation of the required monthly inspections do not appear to be present for August 2024 and May 2025. RACER must provide an explanation regarding why the inspections were not conducted and provide a procedure to ensure it does not happen in the future.
- MMD requests that revisions be made to RACER's inspection form to include a column specifying when and what repairs/follow-up actions are needed to address an identified issue, a column to document when the specified repairs/follow-up actions have been implemented, and a field to specify whether the inspection is a monthly or annual inspection.

4.0 RECOMMENDATIONS AND FOLLOW-UP ACTIONS REQUIRED

Based on the record review and inspection described above, the following items need to be addressed:

- The woodchuck or groundhog burrows must be filled and the occupants removed. RACER must take measures to ensure that future burrows are addressed in a timely manner and to prevent the intrusion of wildlife onto the cap.
 - o Based on conversations during the inspection, the MMD understands that RACER is in the process of procuring a contractor to trap the woodchucks or groundhogs and repair the burrows on the cap.
- Several autumn olive trees were observed growing on the edge of the cap, inside the fence barrier. The root structures of these trees grow between one and seven meters underground. RACER must remove the trees. Following the removal MMD recommends that herbicide is applied to the remnants as it is common for autumn olive to resprout from the root crown shortly after being cut down. It is unacceptable for any woody brush or trees to be observed growing at the height which the autumn olive is currently growing. Future observations may be considered non-compliance.
- Several bare and/or sparsely vegetated areas on the cap were observed. These areas must be reseeded and regraded if necessary to prevent erosion.
- There were three unlabeled and uncapped monitoring wells that must be labeled, capped, and secured with adequate locks.
- The location of the Consumer's Energy easement must be defined so potential contamination in the easement area can be identified.
 - o The current RC does not provide language protective of the volatilization to indoor air pathway (VIAP). The RC must be modified to include provisions for the consent of easement holder and the VIAP.
- The inspection reports lack sufficient detail, and future reports must clearly document how and when issues are resolved.
 - o Woodchuck burrows must be documented, and follow-up maintenance should be accurately reported.

- o MMD requests that revisions be made to RACER's inspection form to include a column specifying when and what repairs/follow-up actions are needed to address an identified issue, a column to document when the specified repairs/follow-up actions have been implemented, and a field to specify whether the inspection is a monthly or annual inspection.
- o Documentation of the required monthly inspections do not appear to be present for August 2024 and May 2025. RACER must provide the monthly reports or clarification as to why these reports are missing from the record.

RACER must provide a response to MMD within thirty days of receipt of this Report that describes those actions that have been taken, or will be taken within a defined timeframe, to address each of the items above. Failure to properly maintain the cap once these issues are resolved may result in non-compliance determinations during future inspections.

FIGURES

**Figures 1 and 2
Site Location Map
and
Site Aerial View**

Figure 1: Site Location

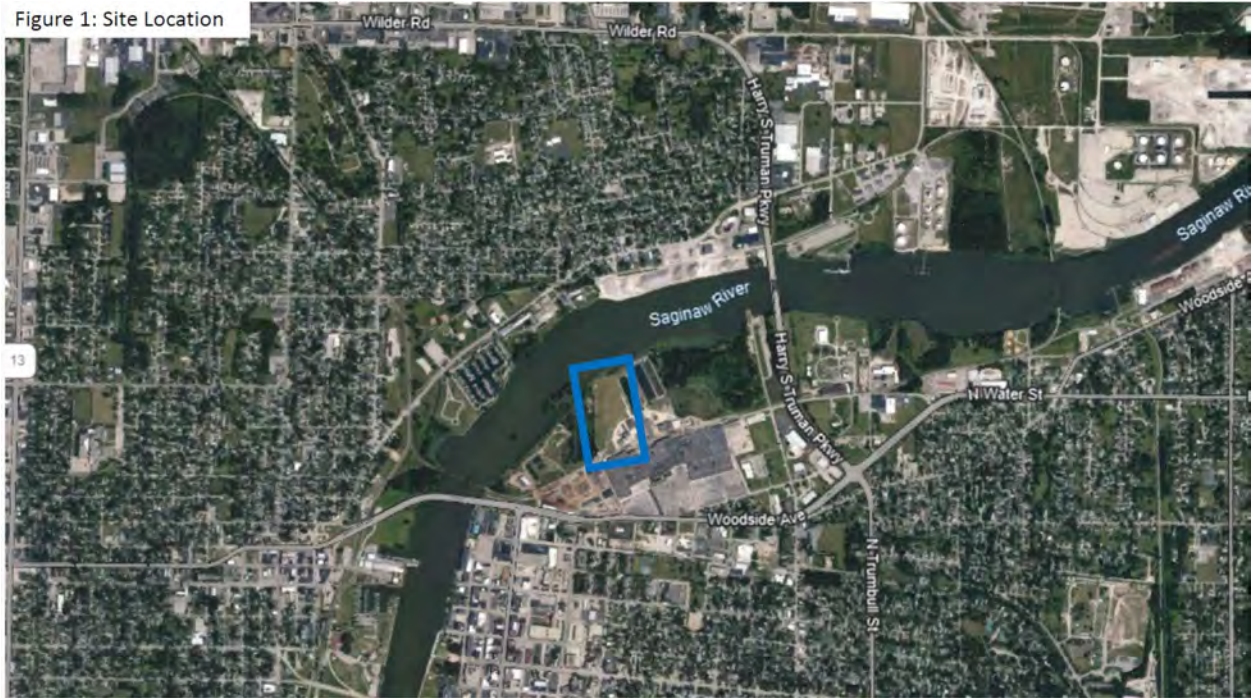


Figure 2: Aerial View of the Site



Ortho Mosaic

RACER BAY CITY-Crotty St
Flown 2023-10-30

EGL Materials Management Division
Hazardous Waste Section
Figure by A.O.

Figure 3
Aerial Showing Areas of Concern

2025 RACER GM Map of Discrepancies

Justin Franks

EQA



Attachments

Attachment A:
CAMM Inspection Checklist



**Michigan Department of Environment, Great
Lakes, and Energy
Materials Management Division**

**Corrective Action Monitoring
and Maintenance (Camm)
Checklist**

A. General Site Information	
Facility/Site Name: RACER Bay City Industrial Land	Date/Time: 07/10/2025
Liabe Party: RACER	
Current Owner/Operator: RACER	
Address: 1600 Crotty Street	
City: Bay City	EPA Site ID: MID 005 356 688
WDS ID: 393420	
Facility/Site Contact: David Favero	Contact Telephone: 217-741-6235
MMD Staff: Justin Franks, Jeremy Pepin, Joe Rogers	
B. Summary of Contamination and Response Activities	
Provide a brief description below (i.e., 1-2 paragraphs) regarding the following: site history, nature and extent of contamination, and required land- or resource-use restrictions (institutional controls, restrictive covenant, standard operating procedures, security procedures, etc.).	

See attached report; Sections 2 & 3

C. Description of Current Site Conditions (provide attachments if necessary)		
	Yes/No/NA	
1.	N	Have there been any significant changes in property conditions or land-use (demolition, redevelopment, etc.)?
2.	N	Have there been any significant changes in property conditions and/or surrounding property that would affect the conditions and/or restrictions in the approved RAP?
3.	N	Have any contaminated areas been disturbed by site activities?
4.	N	Have any new areas of contamination been discovered as a result of on-site activities?
5.	N	Have there been any new releases to the environment (groundwater, surface water, soil, sediments, air)?
6.	N/A	Have any exposures to humans or the flora/fauna occurred?
7.	N	Have there been any health advisories implemented due to contamination at the site?
8.	N	Have any emergency conditions (exposures, releases, etc.) occurred as a result of utility repairs?
9.	N	Have any easements been put on the property?
10.	N	Have any activities on the site impaired the effectiveness of O&M of the Remedial Action as described in the approved RAP?
11.	N	Have any variances been issued that could impact contaminated areas?
12.	Y	Have any conditional permits been issued that could impact contaminated areas?

D. Description of Current Site Procedures (provide attachments if necessary)		
	Yes/No/NA	
1.	N/A	For active facilities, have internal mechanisms been followed regarding due diligence of contaminated areas?
2.	Y	Are contingency procedures still in place for O&M of the Remedial Action as described in the approved RAP?
3.	N	Have the contingency procedures been required to be implemented?
4.	N/A	If yes to D.3 above, are any of the required contingency procedures still in place and effective?
5.	Y	Are O&M procedures current and still being followed? (Note: if Landfill Cap Inspection required, use Postclosure Cap Inspection Procedures. If Groundwater Monitoring Program

		review required, use O&M/CME Procedures.)
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E. Description of Current Site Controls (provide attachments if necessary)		
	Yes/No/NA	
1.	N	Are all fencing, markers and security systems still in place and effective?
2.	Y	Are all barriers (i.e., pavement, caps, subsurface barrier walls) still in place and effective?
3.	Y	Are all ordinances still in place and effective?
4.	Y	Are all deed restrictions still in place and effective?
5.	N	Are there any changes in zoning?
6.	N	Are all monitoring programs still in place, well maintained, and effective?
7.	Y	Are all remediation systems still in place, well maintained, and effective?
8.	Y	Is the financial assurance still adequate and in place?

F. Specific Tracking Items Required by Part 201 of Act 451		
Applicable to Sites with Generic Cleanup Criteria Implemented:		
	Yes/No/NA	
1.	Y	Is zoning and land use consistent with what is specified in the approved RAP?
2.	Y	Has a Notice of Approved Environmental Remediation (NAER) been recorded with the County Register of Deeds within the required time frame?
3.	N/A	Have the land-use restrictions required by the RAP been reported to the zoning authority within 30 days of RAP approval?
Applicable to Sites with Limited Cleanup Criteria Implemented:		
	Yes/No/NA	
1.	N/A	Do concentrations of venting groundwater to surface water comply with Part 31 of Act 451 allowable mixing zone concentrations?
2.	Y	Is zoning and land-use consistent with the approved RAP?
3.	Y	Has a legally enforceable agreement between the facility and the MDEQ been entered into?
4.	Y	Are all required land use and/or resource use restrictions still in place and effective?
5.	Y	Are all required monitoring programs in place and effective?
6.	Y	Are all remediation systems being operated and maintained as required?
7.	Y	Are all permanent markers used to delineate restricted areas still in place and effective?
8.	Y	Are all required (monitoring, O&M, oversight, etc.) financial assurance mechanisms in place and effective?
9.	Y	Has the Restrictive Covenant been recorded with the County Register of Deeds within the required time frame?
10.	Y	Have the land-use restrictions required by the RAP been reported to the zoning authority within 30 days of RAP approval?

G. Other Considerations		
	Yes/No/NA	
1.	Y	Are there procedures in place to track the following on-site activities as well as notifying the appropriate personnel prior to being conducted on-site: Groundwater Well Installation, Soil Sample Collection, Building and Construction Permits, and Utility Work?
2.	Y	Are there procedures in place to notify Land Title Companies of the need for long-term identification of relevant deed restrictions?
3.	N/A	Have potential or new owners of the property been notified by the seller of environmental conditions and liabilities at the site pursuant to R 299.9525 of Part 111 of Act 451?
4.	Y	Has the MDEQ received notice of the facility owners or operators intent to transfer ownership or operational control of a facility within 90 days before the scheduled change in ownership or operational control? (R 299.9525 of Part 111 of Act 451)

5.	N	Have any additional soil removal activities been implemented at the facility? If so, have all soil relocation procedures been implemented per Part 201 of Act 451? (§324.20120c)
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H. Summary and Recommendations

1. Provide a summary of current site conditions and status of the correction action(s) implemented at the facility.

The site is in a generally good condition, though the following were noted:

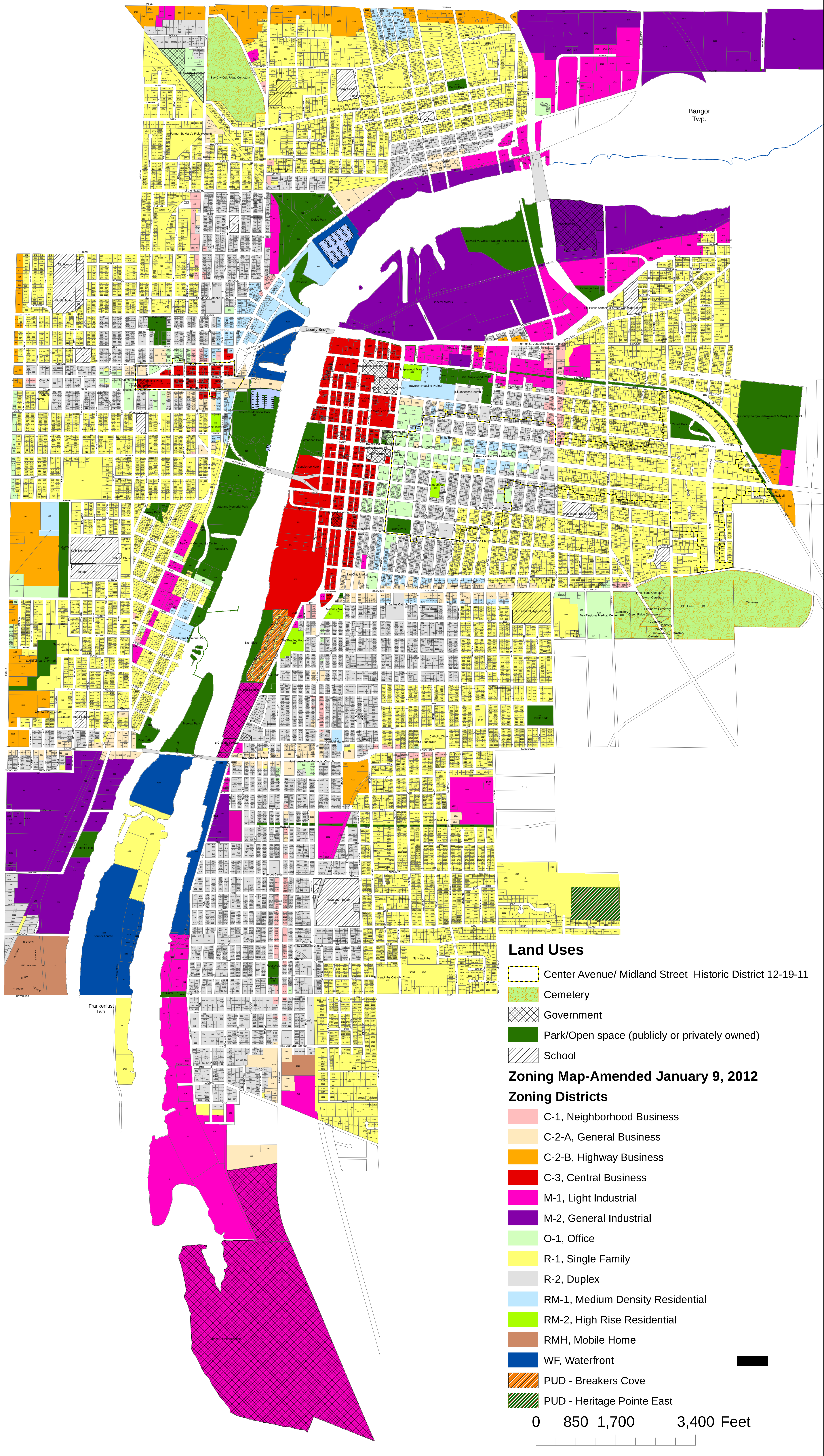
- A few portions of the cap/ cover at the site are in need of repair, with two being related to the sewer separation work, and the other being the concrete being used as a cover.
- Two sections of the fence around the site needed repair.
- The permanent markers have yet to be installed.

All other corrective measures required by the O&M Plan were being carried out in accordance with the Plan and in good condition.

2. Provide recommendations for any required actions to address deficiencies identified during the corrective action site review.

- Repair of the damaged/compromised spots in the perimeter fence
- Completion of sewer separation and subsequent repair of the impacted areas of the vegetated cover and concrete cap.
- Installation of permanent markers as specified in the O&M Plan
- As discussed in Section 3.1.2 of the Report above, modification of the RC to provide consent of the easement holder (Consumers Power) and to provide the Soil Vapor Management language .
- Repair of the two monitoring wells in the northern corner of the site where casing heaving were noted.
- Due to the activities of the Former Larger GM Facility that this site was formerly part of, further investigation into the potential presence of PFAS compounds in groundwater is required. A sample must be taken from the influent of the groundwater treatment system and analyzed for the currently EGLE recommended list of 34 PFAS compounds. Additional information regarding the recommended list of PFAS compounds, analytical methods, etc. is attached to this Report.

Attachment B:
Bay City Zoning Map



Attachment C:
Restrictive Covenant

RECEIVED 11/17/2015 09:45:17
RECORDED 11/17/2015 11:09:47

BRANDON KRAUSE
REGISTER OF DEEDS, BAY COUNTY MICHIGAN

RECEIPT # 1296 JMANZ
\$80.00 RESTRICTIONS

DECLARATION OF RESTRICTIVE COVENANT

MDEQ Reference Numbers: RC-OWMRP-111-15-013

Facility MID Number: MID 005 356 688

MDEQ Approval Date: November 4, 2015

This Declaration of Restrictive Covenant (Restrictive Covenant) is made to protect public health, safety, or welfare, or the environment pursuant to the provisions of Part 111, Hazardous Waste Management, Michigan Compiled Laws (MCL) 324.11101, *et seq.* (Part 111) and the applicable Sections of Part 201, Environmental Remediation, MCL 324.20101, *et seq.* (Part 201) of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, MCL 324.101, *et seq.*, and the administrative rules promulgated pursuant to those Parts, 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 (RCRA), as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq.*, and the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.* (TSCA).

This Restrictive Covenant is made on November 4th, 2015, by RACER Properties LLC, the address of which is 500 Woodward Avenue, Suite 2650, Detroit, MI 48226, the Grantor and an entity wholly owned by the Revitalizing Auto Communities Environmental Response Trust (Trust), and the current fee title holder of the Property, for the benefit of the Grantee, State of Michigan, Department of Environment Quality (MDEQ), the address of which is 525 West Allegan Street, P.O. Box 30473, Lansing, MI 48909-7973.

This Restrictive Covenant has been prepared and recorded to prevent damage to or disturbance of any component of the constructed remedy/corrective measures or stormwater management system, to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination, and to provide notification of polychlorinated biphenyls (PCB) remediation waste present at the Property located at Crotty Street, Bay City, Bay County, Michigan 48708, Tax Parcel Identification Number: 09-160-021-201-003-00, legally described and depicted in Exhibit 1 (Property or Site). Recording of this Restrictive Covenant is designed to prevent damage or disturbance to the installed sheet pile and slurry containment walls, the multilayer cap, the concrete cap, the soil cap, the groundwater extraction and treatment system, monitoring wells, the permanent markers, and the storm water management system; to restrict future use of the Property to non-residential use and 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); to restrict exposures to groundwater and soil on the Property; and to require 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.

The land and resource use restrictions contained in this Restrictive Covenant are based upon information available to 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 Restrictive Covenant not being protective of public health, safety, or welfare, or the environment. Additional restrictions may become necessary. Information pertaining to environmental conditions of the Property and Response Activities undertaken at the Property is on file with MDEQ, Remediation and Redevelopment Division.

Based on the results of Site investigations, the Property contains hazardous substances in soil and groundwater in excess of the concentrations developed as the unrestricted residential criteria under Section 20120a(1)(a) or (17) of NREPA, and above TSCA High Occupancy levels per 40 CFR Part 761.3. Exhibit 2 is a list of hazardous constituents above NREPA criteria in soil or groundwater at the Property.

MDEQ recommends that prospective purchasers or users of the Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 20107a of NREPA.

Summary of Response Activity/Corrective Measures

The Property was part of a larger automotive components manufacturing facility (Larger Facility) previously owned and operated by General Motors Corporation prior to its June 2009 bankruptcy filing. With the exception of the subject Property, the remainder of the Larger Facility was acquired during the bankruptcy process and is currently operated by General Motors LLC. As a result of General Motors Corporation's manufacturing operations, hazardous substances were released at the Property. The hazardous substances include high concentrations of PCB-contaminated waste oil (light nonaqueous phase liquids (LNAPL), and PCB-impacted soils within the PCB Remediation Waste Area. Other substances present in the soil and groundwater at the Property that exceed applicable current MDEQ criteria include benzo(a)pyrene, carbazole, dibenzofuran, 2,4-Dimethylphenol, fluoranthene, fluorene, 4-methylphenol, naphthalene, phenanthrene, ethylbenzene, xylenes, arsenic, chromium, cobalt, cyanide, manganese, mercury, selenium, and silver.

Response activities were undertaken to address the environmental contamination at the Larger Facility in accordance with Part 201 pursuant to the General Motors Corporation/State of Michigan On-Site Consent Judgment dated December 14, 1992 (Civil Action No. 92-3740-CE). The

remedial investigation of soil, groundwater, surface water, and air quality was conducted between 1993 and 1995, consistent with the approved Remedial Investigation/Feasibility Study (RI/FS) Work Plan, dated December 1992. A final FS report was submitted to MDEQ in June 1997 and a Final Draft Remedial Action Plan (RAP) was submitted to MDEQ on June 18, 1998 (1998 RAP). The 1998 RAP was amended on December 14, 1999 to include the former Crotty Street Channel (combined, the 1999 amended RAP). The former Crotty Street Channel now is the western margin of the Property. The 1999 amended RAP was implemented between 1999 and 2000. The components of the 1999 amended RAP included: sheet pile and slurry containment walls; vegetated multi-layer cap; a concrete cap over a small area to prevent contact with soil impacted by PCBs; a twelve (12) inch vegetated soil cap to prevent contact with impacted soil; groundwater extraction and treatment; operation, monitoring, and maintenance; a permanent marker; and institutional controls (in the form of this Restrictive Covenant). Copies of the documents related to this Site are located in the MDEQ Bay City District Office.

All proposed remedial actions have been implemented to the satisfaction of MDEQ except for the proposed institutional controls and installation of permanent markers. With the installation of the permanent markers and recording of this Restrictive Covenant all remedial action proposed in the 1999 amended RAP for the Property will have been implemented. At the time this Restrictive Covenant was recorded, the Trust was working with MDEQ to obtain approval of a Response Activity Plan or other appropriate approval pursuant to the requirements of Section 20120b(3) of NREPA and / or a determination of Corrective Action Complete with Controls pursuant to Section 11101 of NREPA and to install the permanent markers.

The groundwater extraction system was modified and a treatment system was installed at the Property between December 2012 and April 2015 as a part of a process to separate the Site from the remaining portion of the Larger Facility (i.e., the adjacent manufacturing facility owned and operated by General Motors LLC). This separation became necessary as a result of the bankruptcy process. Also as a result of the bankruptcy process, work is ongoing to segregate storm water at the Property and manage it separately from the Larger Facility.

Definitions

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

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

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

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

"Owner" means at any given time the then-current fee title holder(s) of the Property or any portion thereof, including the fee title holder's lessees 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 restrictive covenant.

"Part 201" shall mean Part 201, Environmental Remediation, of NREPA.

"TSCA" shall mean the Toxic Substances Control Act, as amended, 15 U.S.C. §2601 *et seq.*

"Property" shall mean the property legally described and depicted in the Survey of Property in Exhibit 1.

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

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

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

All other terms used in this document which are defined in Part 3, Definitions, of NREPA, Part 111, Part 201, or the Part 111 and Part 201 Administrative Rules, or 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 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) Grantor, if it is no longer Owner; (2) MDEQ; and (3) USEPA.

1. Land Use Prohibitions. The Owner shall prohibit all uses of the Property that are not compatible or consistent with the exposure assumptions for the nonresidential cleanup criteria established pursuant to Section 324.20120a(1)(b) of NREPA. Uses that are compatible with nonresidential cleanup criteria are generally described in Exhibit 3 (Description of Allowable Uses).

In addition, the Property has been used for disposal of PCB remediation waste and the Owner shall prohibit all uses of the Property not in accordance with Low Occupancy as defined in 40 CFR 761.3. 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. This provision provides the notification required by 40 CFR Part 761.61(a)(8)(i)(A) that PCB Remediation Waste is present on the Property as depicted in Exhibit 4. The PCB Remediation Waste is present beneath the vegetated multilayer, concrete, and vegetated soil cap areas as depicted in Exhibit 5 at concentrations of up to 6,900 parts per million (ppm). These cap areas will be maintained per 40 CFR Part 761.61(a)(8) and the provisions of the Restrictive Covenant.
3. Activities Prohibited. Owner shall prohibit activities on the Property that may damage or disturb any component of the constructed remedy, the storm water management system, or that may result in exposures to hazardous substances above the nonresidential cleanup criteria. These prohibited activities include:
 - a. Installation or use of wells or other devices, except for wells and devices that are part of an MDEQ-approved response activity, and for short-term dewatering for construction purposes, provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable environmental laws and does not cause or result in a new release, exacerbation of any pre-existing environmental condition, or any other violation of environmental laws.
 - b. Activities that interfere with any element of the corrective measures, including the performance of operation and maintenance activities, monitoring, or other measures necessary to ensure the effectiveness and integrity of the remedial action described in the 1999 amended RAP and the modifications to the groundwater extraction and storm water systems and the groundwater treatment system as installed by the Trust from 2012 through the date this Restrictive Covenant was recorded.
 - c. Activities that would remove, cover, obscure or otherwise alter or interfere with the permanent markers to be placed at the Property at the locations identified in Exhibit 5. The Owner shall keep vegetation and other materials clear of the permanent markers to assure that the markers are readily visible.
 - d. 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 (the vegetated multilayer cap, concrete cap, and vegetated soil cap), sheet pile and slurry containment walls, the groundwater extraction and treatment system, monitoring wells, or the storm water management system except if such activity is temporary (less than sixty (60) days in duration), approved by the Trust in writing in advance, and repaired to at

least the pre-disturbance condition within 14 days of work completion. The Trust will provide notice to MDEQ of any activities covered by this provision. The multilayer, concrete, and vegetated soil caps (i.e., Direct Contact Exposure and Infiltration Management Barriers) are shown and their respective base elevations are identified in Exhibit 5 and serve to prevent exposures to contaminated soils and minimize infiltration of water through the contaminated soil. See Exhibit 6 for the approximate location of the water management features at the Site as of September of 2015.

- e. "Treatment", "storage", "disposal", or release of any Hazardous Substances, on, at, or below the Property, in a manner that would require a permit under RCRA or Part 111 of NREPA, except pursuant to a plan, permit, or license approved in writing by MDEQ or USEPA, pursuant to these statutory authorities.
 - f. Constructing a building or structure of any type, except if such building or structure is part of an MDEQ-approved response activity. However, this provision can be modified or rescinded pursuant to the provisions of Paragraph 11.
- 4. Contaminated Soil Management. The Owner shall manage contaminated soils, media and/or debris and all other soils located on the Property in accordance with the requirements of Part 111 and RCRA Subtitle C, the administrative rules promulgated pursuant to Part 111 and RCRA, TSCA, and all other relevant state and federal laws, including but not limited to MCL 324.20120c; this provision regarding contaminated soil management also applies in the event that the Owner elects to remove any slabs, pavement, or other impervious surface on the Property.
 - 5. Health and Safety Requirement. The Owner shall follow and require that all contractors follow appropriate Health and Safety requirements for all intrusive excavation activities performed at the Property.
 - 6. Access. The Owner shall grant to MDEQ, USEPA, and the Trust the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with this Restrictive Covenant, including the right to take samples, inspect the operation of corrective measures, and inspect any records relating thereto, and to perform any actions necessary to maintain compliance with Parts 111 and 201, and other applicable federal laws and regulations.
 - 7. Transfer of Interest. The Owner shall provide notice to MDEQ, USEPA, and the Trust at the addresses provided in Paragraph 8 of the Owner's intent to transfer any interest in the Property, or any portion thereof, at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by Owner without adequate and complete provision for compliance with the terms and conditions of this Restrictive Covenant and the applicable provisions of Section 20116 of the NREPA. Owner shall include in any instrument conveying any interest in any portion of the Property, including, but not limited to, deeds, leases, and mortgages, a notice which is in substantially the following form:

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

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

8. Notices. Any notice, demand, request, consent, approval, or communication that is required to be made or obtained under this Restrictive Covenant shall be made in writing and shall: include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant; include the Michigan Facility Identification Number: MID 005 356 688 and MDEQ Reference Numbers: RC-OWMRP-111-15-013; and be served either personally, or sent via first class mail, postage prepaid, as follows:

For MDEQ:

Remediation and Redevelopment Division Chief
Michigan Department of Environmental Quality
P.O. Box 30426
Lansing, MI 48909-7926

and

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

For USEPA:

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

with a copy to:

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

For the Trust:

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

9. Term. This Restrictive Covenant shall run with the Property, and shall be binding on the Owner, and all current and future successors, lessees, easement holders, their assigns, and their authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant may be modified, released or rescinded only with the written approval of MDEQ, USEPA, and the Trust.
10. Enforcement. Grantor is entitled to enforce the restrictions and covenants of this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against subsequent Owners of all or part of the Property. Grantor, on behalf of itself, and its successors in title, intends and agrees that MDEQ and USEPA are entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against Grantor, as Owner, and thereafter against subsequent Owners of all or part of the Property. All remedies available hereunder shall be in addition to any and all other remedies at law or equity.
11. Modification/Release/Rescission. Grantor or Owner may request in writing to MDEQ, USEPA, and the Trust at the addresses provided in Paragraph 8, modifications to, or release or rescission of this Restrictive Covenant. This Restrictive Covenant may be modified, released or rescinded only with the written approval of MDEQ, USEPA, and the Trust. Any approved modification to, or release or rescission of, this Restrictive Covenant shall be filed with the Bay County Registrar of Deeds by the Grantor or Owner and a certified copy of such modification or release or rescission returned to MDEQ, USEPA, and the Trust at the addresses provided in Paragraph 8.
12. Severability. If any provision of this Restrictive Covenant is held to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions of this Restrictive Covenant and all other provisions shall continue to remain in full force and effect.
13. Limitation on Liability. The liability of the Trust, RACER Properties LLC, and the Administrative Trustee under this Restrictive Covenant is limited by the terms and conditions of the Settlement Agreement, which are incorporated herein by reference.
14. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.
15. Compliance with this Restrictive Covenant and Applicable Due Care Obligations. The Owner shall at all times comply with the conditions and restrictions of this Declaration of

Restrictive Covenant and the applicable Due Care obligations under Section 20107a of NREPA, MCLA 324.20107a, under the applicable Michigan administrative rules R299.51003, and under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601, *et seq.* Owner agrees to maintain records of its activities to comply with this Declaration of Restrictive Covenant and applicable Due Care obligations, and shall timely supply copies of any records documenting such compliance upon request from MDEQ or the Trust.

16. Miscellaneous.

- a) Controlling Law. The interpretation and performance of this Restrictive Covenant shall be governed by the laws of the United States as to the obligations referred to in the Settlement Agreement and the laws and regulations of the State of Michigan for all other purposes hereunder (without reference to choice of laws principles thereof). The right to enforce the conditions and restrictions in this Restrictive Covenant are in addition to other rights and remedies that may be available, including, not limited to, administrative and judicial remedies under CERCLA or Part 201 of the NREPA.
- b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Restrictive Covenant shall be liberally construed to effect the purpose of this Restrictive Covenant, and the policy and purpose of RCRA and the land use restrictions and prospective use limitations required by Part 201. If any provision of this Restrictive Covenant is found to be ambiguous, an interpretation consistent with the purpose of this Restrictive Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c) Entire Agreement. This Restrictive Covenant and its attachments and appendices supersedes all prior discussions, negotiations, understandings, or agreements relating to the matters addressed herein, all of which are merged herein.

[signature page follows]

IN WITNESS WHEREOF, RACER Properties LLC has caused this Restrictive Covenant, RC-OWMRP-111-15-013, to be executed on this 9th day of November, 2015.

RACER PROPERTIES LLC

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

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

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

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 9th day of November, 2015, by ELLIOTT P. LAWS, not individually, but acting solely in his capacity as Managing Member of EPLET, LLC, a Delaware limited liability company, acting solely in its capacity as Administrative Trustee of Revitalizing Auto Communities Environmental Response Trust, a New York trust, as Sole Member of RACER Properties LLC, a Delaware limited liability company, on behalf of said limited liability company and said trust.

TRACIE L. NICHOLS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-19-2017
Acting in the County of Wayne

Tracie L. Nichols
Notary Public Signature
Name of Notary Public Tracie L. Nichols
Notary Public, State of Michigan
County of Oakland
My Commission Expires: 3/19/17
Acting in the County of Wayne

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

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

EXHIBIT 1

LEGAL DESCRIPTION AND SURVEY OF PROPERTY

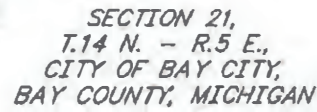
Tax Parcel ID: 09-160-021-201-003-00

Land situated in the City of Bay City, County of Bay in the State of Michigan, as depicted and described below:

09-13-16-476-001
12-21-201-20
BWG NO A-2321B-1

DWG. NO. A-23218-1

SAGINAW RIVER



Jeffrey E. Wood

A circular professional seal for Jeffrey E. Wood, a Professional Surveyor in the State of Michigan. The seal features the text "STATE OF MICHIGAN" at the top, "JEFFREY E. WOOD" in the center, "PROFESSIONAL SURVEYOR" below the name, and "NO. 41115" at the bottom. The outer ring of the seal contains the text "LICENSED PROFESSIONAL SURVEYOR".



Spicer
group

© - FOUND SURVEY CORNER
 ○ - SET 3/4" Ø IRON PIPE WITH CAP No. 41115

0 100 200 400
SCALE: 1" = 200'

Page 12 of 23

CERTIFICATE OF SURVEY

DWG. NO. A-23218-2

BEARINGS SHOWN ON THIS SURVEY WERE DETERMINED IN THE FOLLOWING MANNER:
THE NORTHERLY LINE OF VACATED WATER STREET WAS ASSUMED AT BEING N.77°-36'-15"E.

A parcel of land in Section 21, T.14 N.-R.5 E., City of Bay City, Bay County, Michigan, described as follows: To fix the point of beginning, commence at the intersection of the North line of vacated Water Street with the Northerly extension of the West line of Block 2 of James Fraser's First Addition to the City of Bay City, as recorded in Liber 1 on Page 6, Bay County records; thence N.77°-36'-15"E., on said North line, 15.52 feet, to the point of beginning of this description; thence N.09°-34'-07"E., on a line previously recorded in Liber 918, Page 305, Bay County Records, 35.14 feet; thence S.75°-10'-45"W., on a line previously surveyed and monumented, 75.00 feet; thence N.09°-34'-07"E., 153.30 feet; thence N.03°-29'-58"W., 78.01 feet; thence N.16°-03'-22"E., 112.74 feet; thence N.12°-42'-57"E., 217.33 feet; thence N.10°-20'-07"E., 349.28 feet; thence N.10°-59'-28"W., 91.29 feet; thence N.26°-05'-48"E., 95.75 feet; thence N.14°-20'-17"W., 68.45 feet to a point on a reference line along the Southerly bank of the Saginaw River, said reference line is for surveying purposes only and it is the intention of this description to include all lands to the centerline thread of the Saginaw River; thence N.86°-05'-58"E., on said reference line 327.75 feet to a deflection point; thence N.65°-46'-39"E., continuing along said reference line, 26.47 feet; thence S.09°-08'-09"E., 144.85 feet; thence S.10°-56'-10"E., 86.56 feet; thence S.12°-54'-08"E., 447.03 feet; thence S.74°-36'-46"W., 256.73 feet; thence S.34°-53'-32"W., 128.75 feet to a point on a 481.78 foot radius nontangential curve to the left; thence Southwesterly on the arc of said curve, a distance of 128.92 feet, said arc being subtended by a chord bearing S.27°-50'-20"W., and distance of 128.53 feet; thence S.13°-34'-09"E., 179.60 feet to the North line of Vacated Water Street; thence S.77°-36'-15"W., on said North line, 260.98 feet to the point of beginning, containing 10.11 acres of land within said reference line and subject to any easement of record and any riparian rights of the public for the waters of the Saginaw River.

I hereby certify that I have surveyed and mapped the land above plotted and/or described on 06/16/00, and that the ratio of closure on the unadjusted field observation of the survey is no less than 1 in 5000, and that all of the requirements of P.A. 132 1970, as amended, have been complied with.

Jeffrey E. Wood
Jeffrey E. Wood

Professional Surveyor No. 41115



SURVEY FOR: Realm - GM Powertrain
101 Fitzgerald Road
Bay City, Michigan 48708



230 S. WASHINGTON AVENUE
P.O. BOX 1689
SAGINAW, MI. 48605-1689
TEL (517) 754-4717
FAX (517) 754-4440

© -FOUND SURVEY CORNER
o -SET 3/4" ø IRON PIPE WITH CAP No. 41115

0 100 200 400
SCALE: 1" = 200'

JOB NO. S101621.00
DWG. NO. A-23218-2

SHEET 2 OF 2

DATE: June 16, 2000

ALSO INCLUDING A PARCEL OF LAND IN THE CITY OF BAY CITY, COUNTY OF BAY,
STATE OF MICHIGAN AS DESCRIBED AND DEPICTED BELOW:

IN SECTION 21, TOWNSHIP 14 NORTH, RANGE 5 EAST, FRASER'S ADDITION,
BEGINNING AT THE INTERSECTION POINT OF THE NORTH LINE OF VACATED
WATER STREET WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF BLOCK
2, FRASER'S ADDITION; THENCE NORTH 77 DEGREES 36 MINUTES 15 SECONDS
EAST, 33.59 FEET; THENCE SOUTH 14 DEGREES 18 MINUTES 39 SECONDS EAST,
21.71 FEET; THENCE SOUTH 73 DEGREES 02 MINUTES 26 SECONDS WEST, 34.06
FEET; THENCE NORTH 13 DEGREES 16 MINUTES 04 SECONDS WEST, 24.41 FEET
TO THE POINT OF BEGINNING.

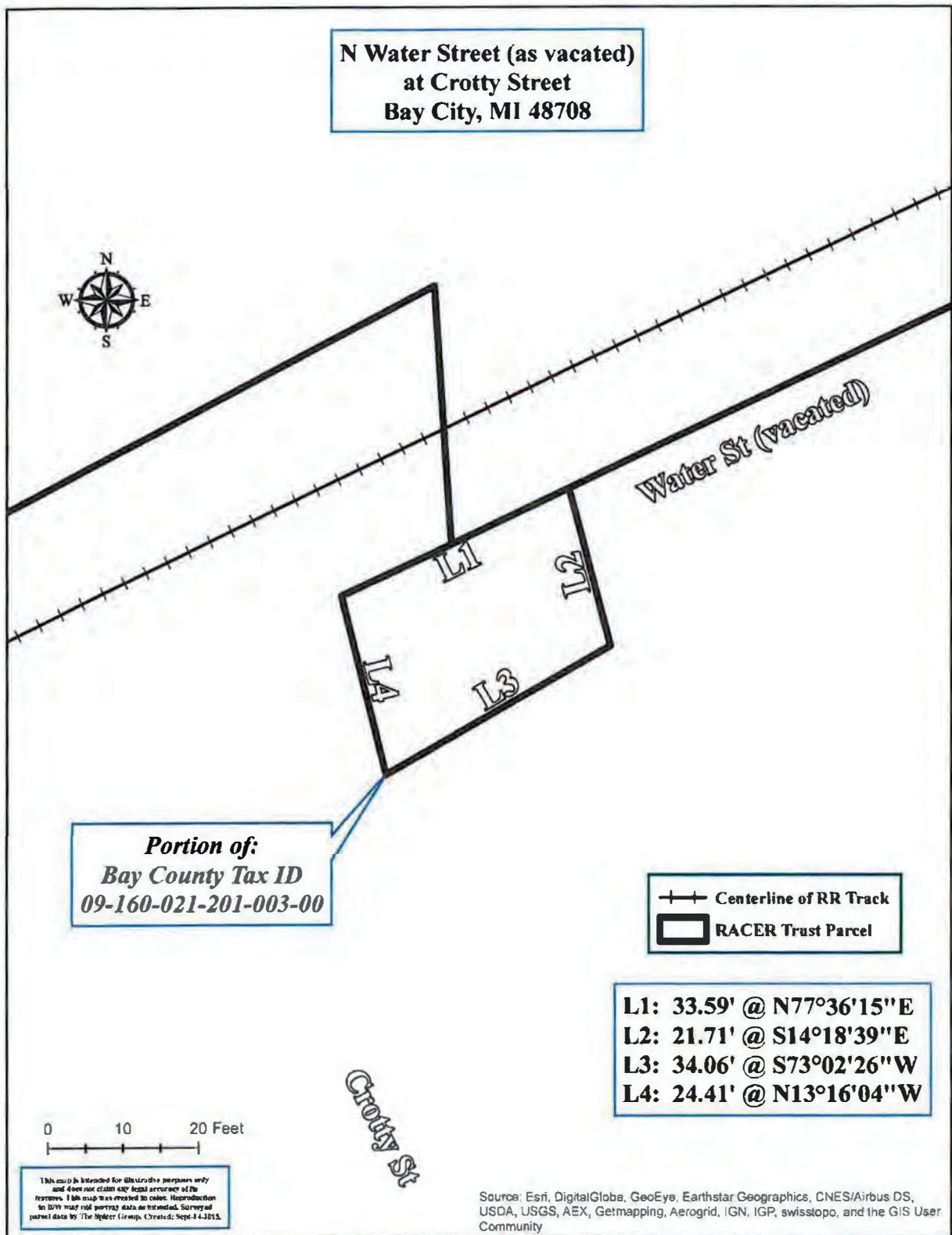


EXHIBIT 2

HAZARDOUS SUBSTANCES ABOVE CRITERIA IN SOILS AND GROUNDWATER

Media	Substance	Criteria Exceeded
Soil	1,1,2-Trichloroethane	GSIPC, NRDWPC
	Acetone	GSIPC, NRDWPC
	Ethylbenzene	GSIPC
	Methylene chloride	NRDWPC
	Xylenes (total)	GSIPC
	2,4-Dimethylphenol	GSIPC, NRDWPC
	4-Methylphenol	GSIPC, NRDWPC
	Benzo(a)pyrene	NRDC
	Carbazole	GSIPC
	Dibenzofuran	GSIPC
	Fluoranthene	GSIPC
	Fluorene	GSIPC
	Naphthalene	GSIPC, NRVI
	Phenanthrene	GSIPC
	Aluminum	NRDWPC
	Antimony	GSIPC
	Arsenic	NRDC, NRDWPC, GSIPC
	Cadmium	NRDWPC
	Cobalt	GSIPC, NRDWPC
	Cyanide (total)	GSIPC, NRDWPC
	Iron	NRDWPC
	Magnesium	NRDWPC
	Manganese	NRDWPC, NRPIC
	Mercury	GSIPC, NRDWPC
	Nickel	NRDWPC
	Selenium	GSIPC
	Silver	GSIPC, NRDWPC
	Zinc	NRDWPC
	PCBs	NRDC, NRPIC, NRVI, NRSI

Soil

NRDC – Non-Residential Direct Contact Criteria

GSIPC – Groundwater Surface Water Interference Protection Criteria

NRDWPC – Non-Residential Drinking Water Protection Criteria

NRVI – Non-Residential Vapor Intrusion Screening Levels

NRPIC – Non-Residential Particulate Soil Inhalation Criteria

NRSI – Non-Residential – Ambient Air Infinite Source Volatile Soil Inhalation

Media	Substance	Criteria Exceeded
Groundwater	Benzene	NRVISG, DWC
	Ethylbenzene	GSIC, DWC
	Vinyl chloride	NRVIG, NRVISG, GSIC, DWC
	1,2,4-Trimethylbenzene	NRVISG, GSIC, DWC
	4-Methylphenol	GSIC
	Acenaphthene	NRVISG, GSIC
	Anthracene	DWC, GVIA
	Benzo(a)anthracene	DWC
	bis(2-Ethylhexyl)phthalate (DEHP)	GSIC, DWC
	Carbazole	GSIC
	Chrysene	DWC
	Dibenzofuran	NRVIG, NRVISG, GSIC
	Fluoranthene	GSIC
	Fluorene	GSIC
	Naphthalene	NRVIG, NRVISG, GSIC, DWC
	Phenanthrene	NRVISG, GSIC, DWC
	Aluminum	DWC
	Arsenic	GSIC, DWC
	Barium	DWC
	Cyanide (total)	GSIC
	Iron	DWC
	Iron (dissolved)	DWC
	Manganese	DWC
	Nickel	DWC
	Sodium	DWC
	PCBs	NRVIG, GSIC, DWC
	pH	DWC

Groundwater

NRVIG – Non-Residential Land Use/Vapor Intrusion Groundwater Screening Levels

NRVISG - Non-Residential Land Use/Vapor Intrusion Shallow Groundwater Screening Levels

GSIC – Groundwater Surface Water Interface Criteria

DWC – Drinking Water Criteria

GVIA – Groundwater Volatilization to Indoor Air Inhalation

1 – MDEQ Cleanup Criteria Requirements for Response Activity (December 31, 2013)

2 – PCBs up to 6,900 ppm in soil, 3.9 ppm in LNAPL, and 0.0055 ppm in groundwater remain within the designated PCB Remediation Waste area depicted in Exhibit 3.

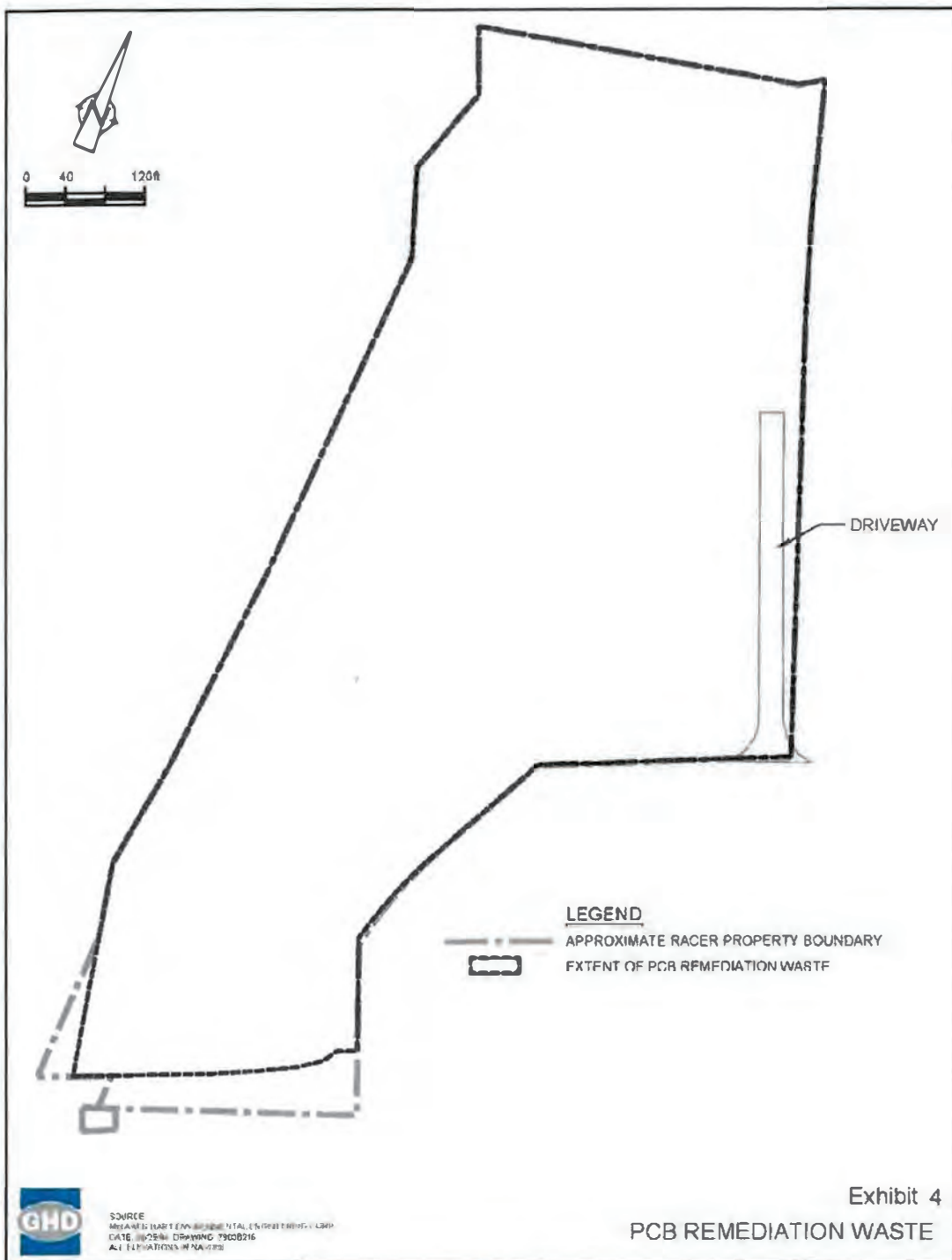
EXHIBIT 3

DESCRIPTION OF ALLOWABLE USES

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

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

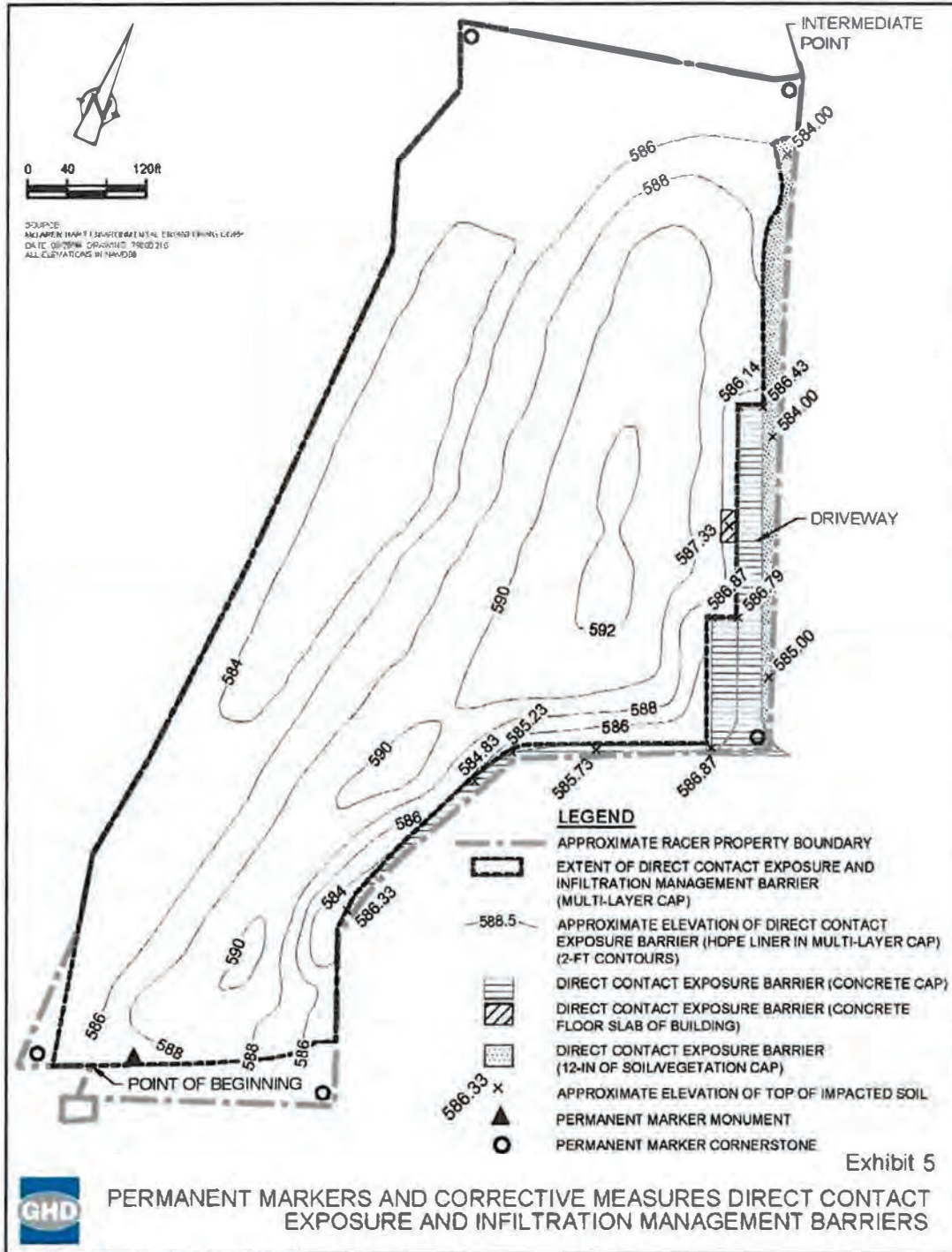
EXHIBIT 4 PCB REMEDIATION WASTE



12610-T01(PRES024)GN-WA003 SEP 28, 2015

EXHIBIT 5

PERMANENT MARKERS AND CORRECTIVE MEASURES DIRECT CONTACT EXPOSURE AND INFILTRATION MANAGEMENT BARRIERS



DESCRIPTION OF THE PERIMETER OF THE MULTI-LAYER CAP EXPOSURE BARRIER

The bearings and distances in this description are based on a survey for REALM – GM Powertrain by Spicer Group dated June 16, 2000 (Spicer Group Job Number S101621.00, Drawing Number A-23218-1).

An area of land within the perimeter of a multi-layer containment cap located in Section 21, Town 14 North, Range 5 East, City of Bay City, Bay County, Michigan, described as follows: To fix the point of beginning, commence at the intersection of the North line of vacated Water Street with the Northerly extension of the West line of Block 2 of James Frasers First Addition to the City of Bay City, as recorded in Liber 1 on Page 6, Bay County records; thence North 77 degrees 36 minutes 15 seconds East from said North line, 15.52 feet, to the point of beginning of this description:

Thence South 75 degrees 10 minutes 45 seconds West, on a line previously surveyed and monumented in a survey by Spicer Group (Spicer Group Job Number S101621.00, Drawing Number A-23218-1), 39.14 feet;

Thence North 3 degrees 42 minutes 08 seconds West, 142.29 feet, to a point called a set $\frac{3}{4}$ inch iron pipe with cap number 41115 on the Westerly line of said survey;

Thence continuing along said Westerly line North 3 degrees 29 minutes 58 seconds West, 76.01 feet;

Thence continuing along said Westerly line North 16 degrees 03 minutes 22 seconds East, 112.74 feet;

Thence continuing along said Westerly line North 12 degrees 42 minutes 57 seconds East, 217.33 feet;

Thence continuing along said Westerly line North 10 degrees 20 minutes 07 seconds East, 349.28 feet;

Thence continuing along said Westerly line North 10 degrees 59 minutes 28 seconds West, 91.29 feet;

Thence continuing along said Westerly line North 26 degrees 05 minutes 48 seconds East, 95.75 feet;

Thence continuing along said Westerly line North 14 degrees 20 minutes 17 seconds West, 68.45 feet;

Thence continuing along said Westerly line North 86 degrees 05 minutes 58 seconds East, 327.75 feet, to a point called a set mag nail on a reference line along the Southerly bank of the Saginaw River on said survey;

Thence continuing along said reference line North 65 degrees 46 minutes 39 seconds East, 26.47 feet, to a point called a set $\frac{3}{4}$ inch iron pipe with cap number 41115 on the Easterly line of said survey
TO AN INTERMEDIATE POINT;

Thence South 9 degrees 08 minutes 09 seconds East, 61.66 feet;

Thence South 65 degrees 04 minutes 54 seconds West, 18.83 feet;

Thence South 40 degrees 21 minutes 24 seconds West, 7.61 feet;

Thence South 32 degrees 46 minutes 39 seconds East, 16.78 feet;

Thence South 22 degrees 54 minutes 27 seconds East, 25.26 feet;

Thence South 11 degrees 18 minutes 57 seconds East, 10.09 feet;

Thence South 4 degrees 20 minutes 06 seconds East, 9.16 feet;

Thence South 3 degrees 18 minutes 14 seconds West, 8.45 feet;
Thence South 29 degrees 03 minutes 00 seconds West, 7.50 feet;
Thence South 10 degrees 48 minutes 42 seconds West, 8.86 feet;
Thence South 1 degrees 25 minutes 49 seconds West, 7.64 feet;
Thence South 4 degrees 33 minutes 24 seconds East, 18.36 feet;
Thence South 12 degrees 54 minutes 49 seconds East, 31.06 feet;
Thence South 14 degrees 46 minutes 05 seconds East, 125.96 feet;
Thence South 76 degrees 27 minutes 11 seconds West, 25.95 feet;
Thence South 13 degrees 59 minutes 20 seconds East, 215.22 feet;
Thence South 76 degrees 01 minutes 43 seconds West, 30.08 feet;
Thence South 14 degrees 26 minutes 33 seconds East, 127.52 feet;
Thence South 75 degrees 25 minutes 15 seconds West, 181.61 feet;
Thence South 61 degrees 42 minutes 31 seconds West, 13.37 feet;
Thence South 45 degrees 37 minutes 00 seconds West, 13.14 feet;
Thence South 38 degrees 59 minutes 33 seconds West, 38.95 feet;
Thence South 32 degrees 19 minutes 04 seconds West, 97.68 feet;
Thence South 28 degrees 23 minutes 30 seconds West, 69.88 feet;
Thence South 12 degrees 51 minutes 19 seconds West, 37.97 feet, to a point called a set mag nail on the Easterly line of said survey;
Thence continuing along said Easterly line South 13 degrees 34 minutes 09 seconds East, 114.87 feet;
Thence South 74 degrees 39 minutes 39 seconds West, 20.61 feet;
Thence South 40 degrees 19 minutes 40 seconds West, 15.22 feet;
Thence South 60 degrees 50 minutes 01 seconds West, 17.35 feet;
Thence South 64 degrees 56 minutes 53 seconds West, 18.15 feet;
Thence South 70 degrees 38 minutes 19 seconds West, 29.36 feet;
Thence South 72 degrees 38 minutes 06 seconds West, 50.44 feet;
Thence South 74 degrees 46 minutes 49 seconds West, 100.22 feet to the point of beginning, containing 9.20 acres of land.

EXHIBIT 6 WATER MANAGEMENT FEATURES

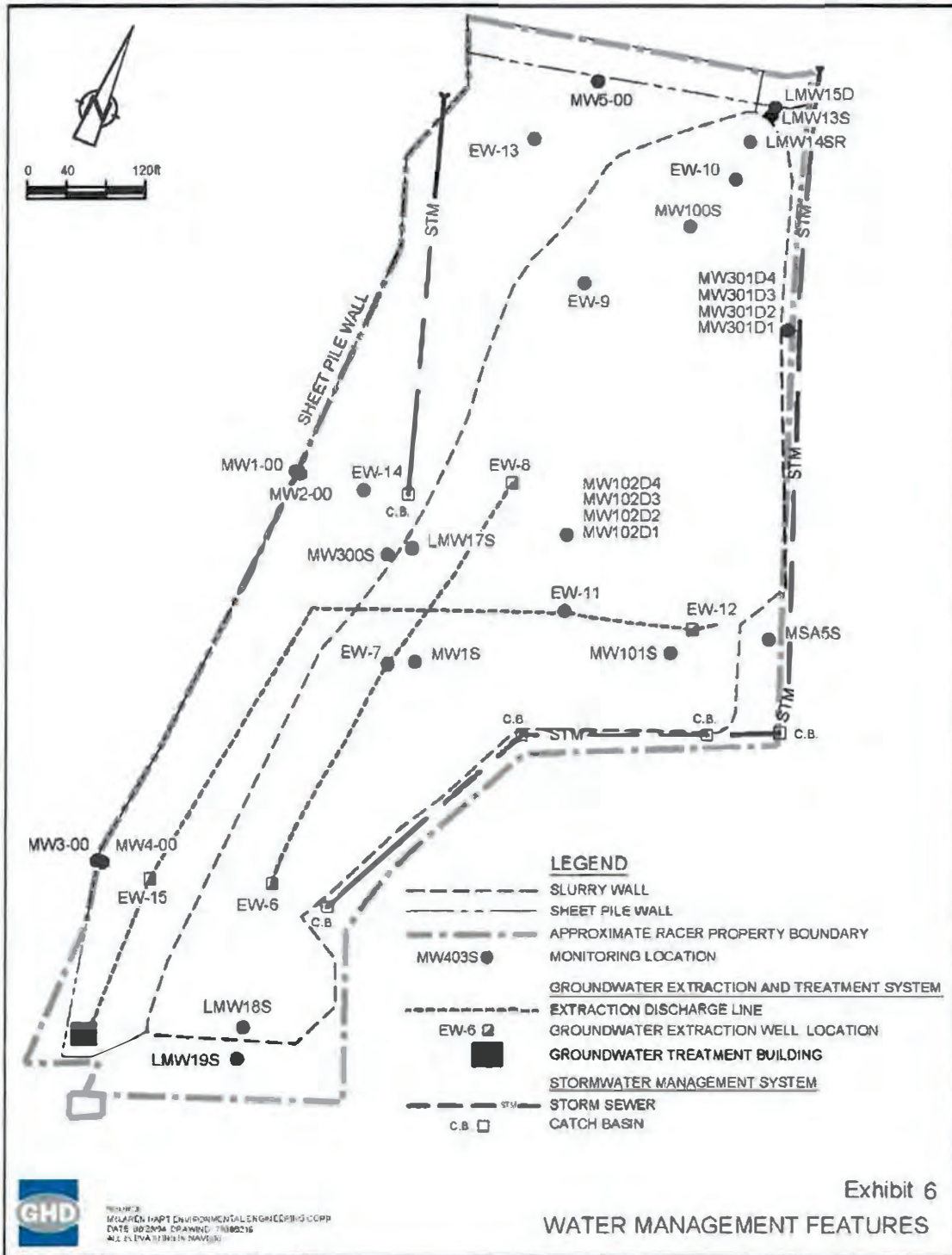


Exhibit 6

WATER MANAGEMENT FEATURES

Attachment D:
Inspection Photographs and Staff Report

2025 RACER Bay City GM Industrial Land

WIDS: 393420



Woodchuck holes



Autumn olive tree growing
inside the fence and on
top of the cap



Unlocked and exposed
well



Open/exposed fencing
where animals could
traverse into the cap



Woodchuck burrow



Three woodchuck burrows
on the cap



55 gallon drum containing PCBs which were filtered from the cap



Inside the pump building



Woodchuck burrow



Inside the pump building



Autumn olive inside the fence and on top of the cap



Large woodchuck burrow



Unmarked well



Animal burrow



Unmarked, unlocked and open well



Game trail where animals
have frequently passed
under the fence on top of
the cap



Large woodchuck burrow



Unmarked, unlocked, and
open cap



Animal burrow



Animal burrow



Animal burrow



Groundwater well with
heater



Bare spot on the cap



Burrow on the edge of the cap



Pump building



Unmarked cap



Woodchuck burrow



Pump building



Second autumn olive
growing inside the fence
and on top of the cap



Woodchuck burrow on
edge of the cap



Woodchuck burrow



Long vegetation growing in
the gravel ditch



Bare spot on the cap



Large woodchuck burrow



Woodchuck burrow



STAFF REPORT

Michigan Department of Environmental Quality, Waste Management Division

- | | | | |
|--|--|---|--|
| ☐ Groundwater/Pt.31 | ☐ Liquid Ind.Waste/Pt.121 | ☐ Complaint Inspection | ☐ Corrective Action |
| ☒ Hazardous Waste/Pt.111 | ☐ Scrap tire/Pt.169 | ☒ Compliance Inspection | ☐ Sampling Inspection |
| ☐ Solid Waste/Pt.115 | ☐ Other | ☐ Construction/Closure Inspection | ☐ Telephone Call |
| | | ☐ Permitting Inspection | ☐ Meeting Notes |
| | | ☐ PEAS Investigation | ☐ Other |

Facility/Site Name RACER Bay City	Date/Time July 11, 2025
Address 1600 Crotty Street, Bay City, MI	Facility/Site Number MID 005 356 688
Participants/Contacts Dave Favero (RACER), John York & John-Eric Pardys (GHD)	Staff Joe Rogers, Justin Franks, Jeremy Pepin

REFERRED TO: CAMM Inspection

REMARKS (weather, unusual conditions, etc.): MMD arrived on site at approximately 11:00 am. Conditions were partly cloudy, the temperature was hot with a mild breeze. MMD was greeted by Dave Favero and John York (Racer) as well as John Eric Pardys (GHD) at the WWTP shed. CAMM records were not available on site but were able to be reviewed as part of the annual report. We then proceeded to walk over the entire facility to take photographs and conduct the inspection, items of note included:

- There were some disturbed areas on the cap which appears to have been unchanged from the 2023 inspection. The previous staff report stated that there were plans to remediate the disturbed areas i.e. bare spots, but it does not appear that this was completed as there were several spots on the cap with sparse vegetative cover.
- A great number of animal burrows were found on the cap, primarily belonging to woodchuck or groundhogs (*Marmota monax*).
- Roughly 2-3 autumn olive trees (*Elaeagnus umbellat*) were found on the cap.
- Several wells were unmarked and unlocked with one well simply being unmarked.
- A hole under the southern fencing should be repaired, this request appears to have been noted in the 2022 camm as well.

MMD left the site at approximately 12pm.

DISTRIBUTION/CC:

Signature

Attachment E
Part 111 Boilerplate RC



MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY

**INSTRUCTIONS FOR THE ATTACHED MODEL DOCUMENT ENTITLED:
DECLARATION OF RESTRICTIVE COVENANT**

THIS IS A MODEL DOCUMENT WHICH IS SUBJECT TO REVISION. IT IS PROVIDED TO THE PUBLIC AS PRELIMINARY GUIDANCE AS TO THE CONTENT, FORMAT, AND TERMS OF THIS DOCUMENT. IT IS NOT INTENDED, NOR CAN IT BE RELIED UPON, TO CREATE ANY RIGHTS, SUBSTANTIVE OR PROCEDURAL, BY ANY OTHER PARTY. PLEASE CONTACT THE HAZARDOUS WASTE SECTION, MATERIALS MANAGEMENT DIVISION, MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY, TO RECEIVE THE MOST RECENT DRAFT OF THIS DOCUMENT OR IN CASES THAT DO NOT FIT THE MODEL ASSUMPTIONS.

NOTE: There are recording requirements for instruments filed with Michigan county register of deeds offices which are contained in Section 1 of the Recording Requirements Act, 1937 PA 103, as amended, Michigan Compiled Laws (MCL) 565.201 *et seq.* (Act 103), [link to Act 103](#).

The Michigan Department of Environment, Great Lakes, and Energy (EGLE), will not discriminate against any individual or group on the basis of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. Questions or concerns should be directed to the EGLE, Quality of Life Human Resources Office, P.O. Box 30473, Lansing, Michigan 48909.

INTRODUCTORY GUIDANCE

This Declaration of Restrictive Covenant (Restrictive Covenant) model document is to be used for hazardous waste facilities that do NOT require closure as a landfill, but have soil and/or groundwater contamination that requires the preparation of a restrictive covenant to comply with Part 111, Hazardous Waste Management, Michigan Compiled Laws (MCL) 324.11101 et seq. (Part 111), of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and the administrative rules promulgated pursuant to that part, Michigan Administrative Code 299.9101 et seq. This document is only appropriate for use with corrective actions approved by EGLE, Materials Management Division, under the limited or site-specific cleanup criteria allowed for under Part 111, R 299.9629.

The following Exhibits (1-4) must be attached to the Restrictive Covenant form:

EXHIBIT 1: LEGAL DESCRIPTION OF PROPERTY. This exhibit shall contain a legal description of the Property. In addition to the legal description, Exhibit 1 shall also include the parcel identification number(s) of the Property.

EXHIBIT 2: LEGAL DESCRIPTION AND SURVEY OF RESTRICTED AREAS OF THE PROPERTY. This exhibit shall include a survey of the entire Property identified in the legal description provided in Exhibit 1. The survey shall depict any permanent markers which are part of the Corrective Measures Implementation Plan (CMIP). If land use and resource use restrictions of this Restrictive Covenant apply to the whole Property, the initial survey is sufficient. If the land use and resource use restrictions of this Restrictive Covenant apply to discrete portions of the Property, then those areas need to be legally described, surveyed individually, and identified on the survey of the Property above. Areas of the Property that are restricted for groundwater use must be identified.

EXHIBIT 3: LIST OF [CONTAMINANTS OR HAZARDOUS WASTES OR HAZARDOUS SUBSTANCES] ABOVE CRITERIA IN SOILS OR GROUNDWATER. Exhibit 3 shall include a list of all hazardous wastes, contaminants, or hazardous substances which are over the cleanup criteria in soils and/or groundwater.

EXHIBIT 4: DESCRIPTION OF ALLOWABLE USES. Exhibit 4 shall include the allowable uses of the Property that are considered consistent with the exposure assumptions for the chosen cleanup criteria.

The following Exhibits (W-Z) may be attached to the Restrictive Covenant depending upon the facts pertinent to the Property that is being restricted:

EXHIBIT W: CONSENT OF OWNER. This exhibit shall include written authorization from the Owner to the recording of this restrictive covenant. This authorization is required in cases where the Grantor is not the sole Owner, or current Owner, of the Property upon which the restricts are imposed.

EXHIBIT X: CONSENT OF EASEMENT HOLDERS. This exhibit shall include written authorization from any easement holder to the conditions of the Restrictive Covenant.

EXHIBIT Y: CONSENT OF LEASEHOLDER. This exhibit shall include written authorization from any leaseholder to the conditions of the Restrictive Covenant.

EXHIBIT Z: ADJACENT AFFECTED PROPERTIES. This exhibit shall include a map of off-site adjacent properties affected by contamination if the contamination originates from the property identified in Exhibit 1.

At the time of the CMIP approval, EGLE will assign a reference number to the Restrictive Covenant and CMIP approval date. The person responsible for CMIP implementation then has 21 days from the completion of the final corrective measures construction, or in accordance with the CMIP schedule, to file for recording or cause to be filed for recording the Restrictive Covenant with the Register of Deeds for the county in which the Property is located.

The final format of the document shall comply with Section 1 of Act 103 to allow for recordation by the Register of Deeds.

MODEL DOCUMENT LEGEND

1. *[NOTE: Model document instructions will be placed in brackets, typed in italicized font, and identified by the term "NOTE." Please delete each Note from the Restrictive Covenant prior to submission of the Restrictive Covenant to EGLE for review, along with the CMIP.]*
2. **[Optional and/or site-specific language will be placed in brackets, and typed in regular bold font. Please select the appropriate alternative and/or site-specific language, finalize the selection in regular font, and delete unused options prior to submission of the Restrictive Covenant to EGLE for review along, with the CMIP.]**

THE MODEL DOCUMENT STARTS ON THE NEXT PAGE.

[NOTE 1: The top margin of this page must be 2 ½ inches.]

EGLE Revised 1/6/2021

DECLARATION OF RESTRICTIVE COVENANT

EGLE Reference No.: RC-OWMRP-111-____-____
Facility MID Number MID _____-_____-_____
EGLE Approval Date _____

This Declaration of Restrictive Covenant is made to protect public health, safety, or welfare, or the environment pursuant to the provisions of Part 111, Hazardous Waste Management, Michigan Compiled Laws (MCL) 324.11101 *et seq.* (Part 111) and the applicable sections of Part 201, Environmental Remediation, MCL 324.20101 *et seq.* (Part 201) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.101 *et seq.* and the administrative rules promulgated pursuant to those Parts, Michigan Administrative Code (MAC) 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 (RCRA), as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq.*

This Declaration of Restrictive Covenant (Restrictive Covenant) is made on _____ (date) by _____, the Grantor(s), whose address is _____, _____, for the benefit of the Grantee, Michigan Department of Environment, Great Lakes, and Energy (EGLE), whose address is 525 West Allegan Street, PO Box 30473, Lansing, Michigan 48909-7973.

This Restrictive Covenant has been made to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination present at the property located at _____, in the Township of _____, County of _____, Michigan, and legally described in Exhibit 1 (Property). The Property Number (Property's Tax ID Number) is _____.

[NOTE 2: In cases where releases have contaminated areas beyond the facility boundary defined by the Part A Application [EPA Form 8700-23], please ensure that all off-site affected properties are identified in Exhibit Z].

The Property is associated with _____ (facility name), MID _____ for which a Corrective Measure Implementation Plan (CMIP) [or equivalent document] submitted on _____, __, 20__ [include the following if applicable **[and subsequently amended on _____]**] was approved by EGLE on _____, 20__. The corrective measures being implemented to address environmental contamination are fully described in the CMIP entitled _____ submitted by [insert consultant name, if applicable] _____ on behalf of [insert facility name] _____.

The CMIP requires the recording of this Restrictive Covenant to: 1) restrict unacceptable exposures to **[hazardous waste/contaminants/hazardous substances]** located on the Property *[NOTE 3: Insert numeral 2 if there is an enduring physical component of the corrective measure (e.g., exposure barrier)]*; and 2) assure that the use of the Property is consistent with the exposure assumptions utilized in the development of **[choose as appropriate: residential; nonresidential; OR site-specific cleanup criteria]** and the exposure control measures relied upon in the CMIP; and 3) to prevent damage or disturbance of monitoring wells or any other element of the corrective measures constructed on the Property.

The land or resource use restrictions contained in this Restrictive Covenant are based upon information available to EGLE at the time the CMIP was approved by EGLE. Failure of the corrective measures to achieve and maintain the cleanup criteria, exposure controls, and requirements specified in the CMIP; future changes in the environmental condition of the Property or changes in the cleanup criteria; the discovery of environmental conditions at the Property that were not accounted for in the CMIP; or use of the Property in a manner inconsistent with the restrictions described herein, may result in this Restrictive Covenant not being protective of public health, safety, or welfare, or the environment. Additional restrictions may become necessary. Information pertaining to the environmental conditions at the Property and the corrective actions undertaken at the Property are on file with EGLE, Materials Management Division.

Exhibit 2, attached hereto, provides a survey and a map that identifies those portions of the Property that are subject to land use or resource use restrictions as specified herein.

Summary of Corrective Measures

[Hazardous waste/contaminants/hazardous substances] listed in Exhibit 3 have been found in soils or groundwater at the Property in concentrations above the cleanup criteria for unrestricted residential use for relevant exposure pathways. Areas of the Property described in Exhibit 2 may contain **[hazardous waste/contaminants/hazardous substances]** in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use. *[NOTE 4: In cases of commingled plumes or plumes coming onto subject project that may not be addressed under the CMIP, include the following statement "and may not have been addressed by the corrective measures that have been undertaken to date."]*

The following corrective measures have been or will be undertaken to minimize the migration of **[hazardous waste/contaminants/hazardous substances]**, as described in the CMIP:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Despite the corrective measures named above, **[hazardous waste/contaminants/hazardous substances]** remain present in soils or groundwater at levels that require controls to prevent unacceptable exposures.

Definitions

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

"Grantor" shall mean _____, the title holder of the Property at the time this Restrictive Covenant was executed, any persons or entities authorized to act on the title holder's behalf, and any future title holder of the Property or some relevant sub-portion of the Property.

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

"Owner" means at any given time the then current title holder of the Property or any portion thereof, including any lessees and those persons or entities authorized to act on the title holder's behalf.

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

All other terms used in this document which are defined in Part 111 of the NREPA and the Part 111 Administrative Rules, or Part 201 of the 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 Restrictive Covenant is made.

NOW THEREFORE,

Declaration of Land Use or Resource Use Restrictions

The Grantor(s) hereby declare(s) and covenant(s) that **[the Property OR the portion of the Property outlined in Exhibit 2]**, 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) the Grantor, if it is no longer owner; and (2) EGLE.

1. Land Use Prohibitions. The Owner shall prohibit all uses of **[the Property OR the portion of the Property outlined in Exhibit 2]** that are not compatible or consistent with the exposure assumptions for the **[residential, nonresidential, OR site-specific]** cleanup criteria. Uses that are compatible with nonresidential cleanup criteria are generally described in the Description of Allowable Uses, attached hereto as **[Exhibit 4]**.

[NOTE 4: If the local zoning ordinance allows for more intensive uses within the Property's current zoning, insert the following:

The following uses allowed under the [NOTE 5: Insert name of local zoning authority and zoning code designation.] _____ zoning code designations are prohibited:]

[NOTE 6: If the local zoning ordinance allows more intensive uses within the Property's current zoning, list the more intensive uses permitted by the local zoning ordinance that are prohibited.]

- a. _____
- b. _____
- c. _____
- d. _____]

2. **Activities Prohibited.** The Owner shall prohibit activities on **[the Property OR the portion of the Property outlined in Exhibit 2]** that may result in exposures above levels established in the CMIP. These prohibited activities include:

[NOTE 7: List below all restricted property-specific prohibited activities that are necessary to reliably restrict exposures to hazardous waste or contaminants or hazardous substances here. Examples of such restrictions are restrictions on groundwater use, excavation or other intrusive activity that affect the exposure barrier, construction of wells, construction of buildings, etc.]

- a. _____
- b. _____
- c. _____
- d. _____

3. The Owner shall prohibit activities on **[the Property OR the portion of the Property outlined in Exhibit 2]** that may interfere with any element of the CMIP, including prohibiting activities that may interfere with the performance of operation and maintenance activities, monitoring, or other measures necessary to ensure the effectiveness and integrity of the CMIP; including but not limited to:

[NOTE 8: List below all property specific prohibited activities that are necessary to maintain the effectiveness and integrity of the CMIP.]

- a. _____
- b. _____
- c. _____

[NOTE 9: Insert the following paragraph if the volatilization to indoor pathway must be addressed.]

- [4. **Soil Vapor Management.** The Owner shall prohibit the construction of new structures, basements, and/or the addition to existing structures on **[the Property OR the portion of the Property outlined in Exhibit 2]**, unless such construction incorporates engineering controls designed to eliminate the potential for subsurface vapor phase **[hazardous waste/contaminants/hazardous substances]** to migrate into the new structure at concentrations greater than the appropriate concentrations protective of public health; or unless prior to construction of any structure, an evaluation of the potential for any **[hazardous waste/contaminants/hazardous substances]** to volatilize into indoor air assures the protection of persons who may be present in the buildings. Prior to the

potential for any human exposures, documentation of compliance with the above requirements must be submitted to EGLE for approval.

[NOTE 10: Insert the following paragraph if permanent markers are required and renumber the paragraphs as appropriate.]

- [5. Permanent Markers. The Owner shall not remove, cover, obscure, or otherwise alter or interfere with the permanent markers placed at the locations noted in Exhibit 2. The Owner shall keep vegetation and other materials clear of the permanent markers to assure that the markers are readily visible.]**
6. Monitoring Wells. The Owner shall not remove, disturb, or damage any monitoring wells on the Property, except as provided in the CMIP, without EGLE approval.
7. Contaminated Soil Management. The Owner shall manage contaminated soils, media and/or debris and all other soils located on the Property in accordance with the requirements of Part 111, RCRA Subtitle C, the administrative rules promulgated pursuant to Part 111 and the RCRA, and all other relevant state and federal laws, including, but not limited to, MCL 324.20120c. This includes if the Owner elects to remove any slabs, pavement, or other impervious surface on the Property.
8. Access. The Owner shall grant to EGLE the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the CMIP and this Restrictive Covenant, including the right to take samples, inspect the operation of the corrective measures, inspect any records relating thereto, and to perform any actions necessary to maintain compliance with Part 111 and the CMIP.
9. Transfer of Interest. The Grantor shall provide notice, at the address provided in this document, to EGLE 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 the Grantor without adequate and complete provision for compliance with the terms and conditions of this Restrictive Covenant. The 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 A DECLARATION OF RESTRICTIVE COVENANT DATED _____ AND RECORDED WITH THE _____ COUNTY REGISTER OF DEEDS, LIBER _____, PAGE _____.

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

10. Notices. Any notice, demand, request, consent, approval, or communication that is required to be made or obtained under this Restrictive Covenant shall be made in writing; include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant; include the Michigan facility identification number, MID ____-____-____, and EGLE Reference No. RC-OWMRP-111-____-____; and shall be served either personally, or sent via first class mail, postage prepaid, as follows:

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

11. Term. This Restrictive Covenant shall run with the Property and shall be binding on the Owner, and all current and future successors, lessees, easement holders, their assigns, and their authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant may only be modified or rescinded with the written approval of EGLE.
12. Enforcement. The Grantor is entitled to enforce the restrictions and covenants of this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against subsequent Owners of all or part of the Property. The Grantor, on behalf of itself, and its successors in title, intends and agrees that EGLE is entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against the Grantor, as Owner, and thereafter against subsequent Owners of all or part of the Property. All remedies available hereunder shall be in addition to any and all other remedies at law or equity.
13. Modification/Release/Rescission. The Grantor or Owner may request in writing to EGLE, at the address provided herein, modifications to, or release or rescission of, this Restrictive Covenant. This Restrictive Covenant may be modified, released, or rescinded only with the written approval of EGLE. Any approved modification to, or release or rescission of, this Restrictive Covenant shall be filed with the appropriate Registrar of Deeds by the Grantor or Owner and a certified copy shall be returned to EGLE at the address provided herein.
14. Severability. If any provision of this Restrictive Covenant is held to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions of this Restrictive Covenant and all other provisions shall continue to remain in full force and effect.
15. Authority to Execute Restrictive Covenant. The undersigned person(s) executing this Restrictive Covenant **[is/are]** the Owner(s), or **[has/have]** the express written permission of the Owner(s) and all other holders of a legal interest whose interest is materially affected by this Restrictive Covenant **[as documented and attached hereto as Exhibit W/X/Y]** and represent and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

IN WITNESS WHEREOF, _____ has caused this Restrictive Covenant, RC-OWMRP-111-__-__, to be executed on this _____ day of _____, 20__.

By: _____
Signature

Name: _____
Grantor

Its: _____
Title

STATE OF MICHIGAN
COUNTY OF _____

[NOTE 11: Choose only one of the following four acknowledgments:

[OPTION 1: If Grantor is an individual:

The foregoing instrument was acknowledged before me this _____ (date) by _____, an individual.]

[OPTION 2: If Grantor is a corporation:

The foregoing instrument was acknowledged before me this _____ (date) by [NOTE: Insert name of officer or agent, and title of officer or agent signing the document.] _____ of [NOTE: Insert name of corporation] _____, a [NOTE: Insert state or place of incorporation] _____ Corporation, on behalf of the corporation.]

[OPTION 3: If Grantor is a partnership:

The foregoing instrument was acknowledged before me this _____ (date) by [NOTE: Insert name of partner or agent] _____, [partner/agent] on behalf of [NOTE: Insert name of partnership] _____, a partnership.]

[OPTION 4: For an individual acting as principal by an attorney in fact (power of attorney):

The foregoing instrument was acknowledged before me this _____ (date) by [NOTE: Insert name of attorney in fact] _____ as attorney in fact on behalf of [NOTE: Insert name of principal] _____.]

Notary Public
State of Michigan, County of _____
Acting in the County of _____
My commission expires: _____

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

[NOTE: This exhibit shall contain the legal description. Exhibit 1 shall also include the parcel identification number(s) of the Property.]

EXHIBIT 2

LEGAL DESCRIPTION AND SURVEY OF RESTRICTED AREAS OF THE PROPERTY

[NOTE: This exhibit shall include a survey of the entire Property identified in the legal description provided in Exhibit 1. The survey shall depict any permanent markers which are part of the CMIP. If the land use and resource use restrictions of this Restrictive Covenant apply to the whole Property, the initial survey is sufficient. If the land use and resource use restrictions of this Restrictive Covenant apply to discrete portions of the Property, then those areas need to be legally described, surveyed individually, and identified on the survey of the Property above. Areas of the Property that are restricted for groundwater use must be identified. All surveys must be conducted by a licensed professional surveyor and shall identify and clearly delineate and graphically depict the spatial extent of all restricted areas in relation to the Property boundaries and the key features of the corrective measures. Surveys must be signed by the surveyor; be sealed with the surveyor's stamped certificate; have a basis of bearings; and certify compliance with all of the requirements of the Certified Surveys Act, 1970 PA 132, as amended.]

EXHIBIT 3

LIST OF [CONTAMINANTS OR HAZARDOUS WASTES OR HAZARDOUS SUBSTANCES] ABOVE CRITERIA IN SOILS OR GROUNDWATER

[NOTE: This exhibit shall include a list of contaminants or hazardous wastes or hazardous substances which are over the applicable cleanup criteria for soils and/or groundwater.]

[CONTAMINANTS/HAZ WASTE/HAZ SUBSTANCES] CAS NUMBER APPLICABLE CRITERIA (ppb)

EXHIBIT 4

DESCRIPTION OF ALLOWABLE USES

[NOTE: This exhibit is only necessary when the property is restricted to nonresidential or site-specific land uses. It must be consistent with the zoning of the property and with the generic or alternative exposure assumptions used to develop the cleanup criteria.]

[NOTE: This exhibit must be consistent with the generic exposure assumptions, or alternative exposure assumptions used to derive a site-specific criterion, if one was approved in the CMIP and those uses are consistent with the property zoning.]

Option 1: Insert the following if the property is restricted to the nonresidential land use category:

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

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

Option 2: Insert the following if the property is restricted to the site-specific land use category:

[Site-specific land use: If the property is restricted to the site-specific land use category, insert a paragraph that describes those uses that are consistent with assumptions used to develop site-specific criteria pursuant to MCL 324.20120a(2) and MCL 324.20120b of the NREPA, as approved by EGLE.]

EXHIBIT W

CONSENT OF OWNER

I, _____, the current and legal Owner of the Property, do hereby consent to the recording of this Restrictive Covenant, RC-OWMRP-111-____-____, and authorize _____(Grantor) to file the Restrictive Covenant with the _____County Register of Deeds for recording.

By: _____
Signature
Name: _____
Print or Type Name
Its: _____
Title

STATE OF MICHIGAN
COUNTY OF _____

Notary Public Signature
State of Michigan
County of _____
My Commission Expires: _____
Acting in the County of _____

EXHIBIT X

CONSENT OF EASEMENT HOLDERS

As evidenced below by my signature, I agree to be subject to the restrictions specified in this Restrictive Covenant.

[NOTE: Insert additional signature blocks if multiple easement holders.]

By: _____
Signature
Name: _____
Print or Type Name
Its: _____
Title

STATE OF MICHIGAN
COUNTY OF _____)

[NOTE 12: Choose only one of the following four acknowledgments:

[OPTION 1: If easement holder is an individual:

The foregoing instrument was acknowledged before me this _____ (date) by _____, an individual.]

[OPTION 2: If easement holder is a corporation:

The foregoing instrument was acknowledged before me this _____ (date) by [NOTE: Insert name of officer or agent, and title of officer or agent signing the document] _____ of [NOTE: Insert name of corporation] _____, a [NOTE: Insert state or place of incorporation] _____ Corporation, on behalf of the corporation.]

[OPTION 3: If easement holder is a partnership:]

The foregoing instrument was acknowledged before me this _____ (date) by [NOTE: Insert name of partner or agent] _____, [partner/agent] on behalf of [NOTE: Insert name of partnership] _____, a partnership.]

[OPTION 4: For an individual acting as principal by an attorney in fact (power of attorney):

The foregoing instrument was acknowledged before me this _____ (date) by [NOTE: Insert name of attorney in fact] _____ as attorney in fact on behalf of [NOTE: Insert name of principal] _____.]

Notary Public Signature
State of Michigan
County of _____
My Commission Expires: _____
Acting in the County of _____

**EXHIBIT Y
CONSENT OF LEASEHOLDER**

As evidenced below by my signature, I agree to be subject to the restrictions specified in this Restrictive Covenant.

[NOTE: Insert additional signature blocks if multiple leaseholders]

By: _____
Signature
Name: _____
Print or Type Name
Its: _____
Title

STATE OF MICHIGAN
COUNTY OF _____

[NOTE 13: Choose only one of the following four acknowledgments:

[OPTION 1: If lessee is an individual:

The foregoing instrument was acknowledged before me this _____ (date) by _____, an individual.]

[OPTION 2: If lessee is a corporation:

The foregoing instrument was acknowledged before me this _____ (date) by [NOTE: Insert name of officer or agent, and title of officer or agent signing the document.] _____ of [NOTE: Insert name of corporation] _____, a [NOTE: Insert state or place of incorporation] _____ Corporation, on behalf of the corporation.]

[OPTION 3: If lessee is a partnership:]

The foregoing instrument was acknowledged before me this _____ (date) by [NOTE: Insert name of partner or agent] _____, [partner/agent] on behalf of [NOTE: Insert name of partnership/grantor] _____, a partnership.]

[OPTION 4: For an individual acting as principal by an attorney in fact (power of attorney):]

[The foregoing instrument was acknowledged before me this _____ (date) by [NOTE: Insert name of attorney in fact] _____ as attorney in fact on behalf of [NOTE: Insert name of principal] _____.]

Notary Public Signature
State of Michigan
County of _____
My Commission Expires: _____
Acting in the County of _____

EXHIBIT Z

ADJACENT AFFECTED PROPERTIES

[NOTE: A map shall include off-site adjacent properties affected by the contamination originating from the Property.]