

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

EGLE Reference No: RC-RRD-201-24-024

EGLE Site ID No: 25000016

EGLE Approval Date: June 13, 2024

This First Amended and Restated Declaration of Restrictive Covenant (FARC, hereinafter FARC) has been recorded with the Genesee County Register of Deeds to protect public health, safety, welfare, and the environment pursuant to the applicable Sections of Part 201, Environmental Remediation, Michigan Compiled Laws (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.*

This FARC is made by RACER Properties LLC, the mailing address of which is P.O. Box 43859, Detroit, MI 48243, the Grantor, the current fee title holder of the property, and an entity wholly owned by the Revitalizing Auto Communities Environmental Response Trust (RACER Trust), for the benefit of the Grantee, State of Michigan, Department of Environment, Great Lakes, and Energy (EGLE), the address of which is 525 West Allegan Street, P.O. Box 30473, Lansing, MI 48909-7973.

This FARC is made to prohibit or restrict activities that could result in unacceptable exposure to or exacerbation of environmental contamination present at the property commonly known as 28.42-acre Linden Road Landfill Site located at 1200 Linden Road, Township of Flint, County of Genesee, MI 48532, Site ID# 25000016, Tax Identification Number 25-07-17-200-042, and legally described and depicted in **Exhibit 1** (Property or Site), and to assure that the use of the Property is consistent with either the agreed upon conditions in the June 16, 1999, Agreement for a Limited Recreational Remedy between the Michigan Department of Environmental Quality (now EGLE) and the former General Motors Corporation (GMC) (1999 Agreement) including the soil cover relied upon at the Property or the exposure assumptions used to develop the nonresidential cleanup criteria under Section 20120a(1)(b) of NREPA.

This FARC supercedes and replaces entirely the Declaration of Restrictive Covenant (with MDEQ Reference No.: RC-ERD-98-015 and dated April 30, 1999) that was recorded in the Property's chain of title with the Genesee County Register of Deeds on June 29, 1999 as Liber 4198, Page 53 (1999 Restrictive Covenant). EGLE has approved this FARC and has acknowledged that it supercedes and replaces entirely the 1999 Restrictive Covenant (**Exhibit 2**).

In addition to superseding and replacing entirely the 1999 Restrictive Covenant, recordation of this FARC by RACER Trust is designed to: (1) either restrict future land uses to limited recreational pursuant to the 1999 Agreement; or to nonresidential as defined pursuant to Part 201 (except that limited recreational use is allowed per the 1999 Agreement); (2) prevent exposures to groundwater, restrict installation of groundwater extraction wells or other extraction devices, and prohibit uses of groundwater on the Property; (3) require any future work or other activities on the Property by or for the Owner to be conducted in conformance with; i) applicable EGLE soil relocation requirements including but not limited to MCL 324.20120c and any related administrative rules and EGLE guidance, and ii) applicable due care obligations under MCL 324.20107a and associated administrative rules and guidance, and the Hazardous Waste Operations and Emergency Response Standard, 29 Code of Federal Regulations Part 1910 (HAZWOPER); (4) prevent damage or disturbance to, or interference with monitoring devices, if any, the soil cover, and other remedial measures being implemented (if present); and (5) prohibit structures from being constructed or modified on the Property, unless the Owner has considered the potential for vapor intrusion, if any, and has taken steps to address such potential, if necessary, as may be required by EGLE.

The land or resource use restrictions contained in this FARC are based upon information available at the Effective Date. Future changes in the environmental condition of the Property or changes in the cleanup criteria developed under Part 201; 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, may result in this FARC not being protective of public health, safety, and welfare and the environment. Additional restrictions may become necessary.

This FARC cites laws, rules, and regulations in effect at its Effective Date. To the extent those laws, rules, and regulations are subsequently amended, replaced, or otherwise superseded, this FARC shall be read to incorporate such amending, replacing, or otherwise superseding laws, rules, and regulations in place of those currently cited herein.

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

Definitions

“Effective Date” means the date on which this FARC is recorded in the land records of the Genesee County Register of Deeds.

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

“Grantor” means RACER Properties LLC, an entity wholly owned by RACER Trust, the current title holder of the Property at the Effective Date, or any future title holder of the Property or some relevant sub-portion of the Property.

“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 the fee title holder’s behalf. The title to the Property is currently held by RACER Properties LLC, an entity wholly owned by RACER Trust.

“RACER Trust” means the Revitalizing Auto Communities Environmental Response Trust, established on March 31, 2011, at which time it assumed the rights, title, and interest of Motors Liquidation Company (formerly known as General Motors Corporation or GMC, including its affiliate Remediation and Liability Management Company, Inc. or REALM) in and to the Property pursuant to an Environmental Response Trust Consent Decree and Settlement Agreement (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, et al.*, Debtors, Case No. 09-50026 (REG), among the Debtors, the United States of America, certain states including the State of Michigan, the Saint Regis Mohawk Tribe, and EPLET, LLC, (not individually but solely in its representative capacity as Administrative Trustee of RACER Trust).

All other terms used in this document which are defined in Part 3 Definitions, Part 201 of NREPA, or Part 201 Rules under the Michigan Administrative Code (MAC), shall have the same meaning in this document as in those statutes and rules as of the Effective Date.

Site Background and Summary of Response Activities

The Property was a source of sand and gravel prior to 1931. GMC purchased the Property in 1931 and used it as a general refuse landfill from 1931 until 1969. The refuse reportedly consisted of construction debris, plastic, metal buffing and grinding wheels, metal buffing and grinding refuse, metal chips, and potentially other waste. GMC did not actively use the Property after 1969 and performed investigations of the Property from 1979 through 2010. The investigations included installation of soil borings, completion of a geophysical survey, excavation of test pits, and collection and laboratory analyses of soil samples, soil gas samples, groundwater samples, surface water samples, and waste material samples.

Based on the results of these investigations, waste material may be present over the entire Property ranging from thin layers near the north, south, and west boundaries to a thickness of ten (10) feet in the interior and near the east boundary. From analysis of soil, waste, and groundwater samples collected at the Property, several volatile, semivolatile, and inorganic constituents, as well as polychlorinated biphenyls (PCBs), were found to be present at concentrations that exceeded the 1996 EGLE generic residential cleanup criteria (See **Exhibit 3** for a complete list).

GMC performed other environmental response activities at the Property, including a November 1992 removal of a total of 60 cubic yards of waste from an oil disposal area, a surface waste area with elevated PCB concentrations, and two areas with waste associated with drums. In 1996, GMC proposed a Remedial Action Plan (RAP) for the Property and then completed additional investigations and provided additional information to EGLE to supplement the 1996 RAP. The RAP included the following components: relocating waste and impacted soil from the adjacent eastern parcel to the Property; a soil cover system; a storm water management system; a chain

link perimeter security fence; a permanent marker; and an operation and maintenance (O&M) plan, which also included groundwater monitoring.

GMC and EGLE entered into the 1999 Agreement, which documents EGLE's approval of the 1996 RAP as supplemented and provided for limited recreational use at the Property. GMC implemented the RAP in 1999. The soil cover system consists of a six (6) inch thick topsoil layer over a two (2) foot thick soil layer over the waste materials and contaminated soils. The storm water management system consists of primarily surficial gravity drainage channels that direct surface runoff to a detention basin located near the southeast corner of the Property, which discharges to the Genesee County Drain Commission stormwater system. The permanent marker is a brass plate secured in an approximately three foot (3') square concrete pad that is installed flush with the surrounding ground surface. Elevation contours of the top of the soil cover system and resulting storm water drainage are depicted in **Exhibit 4**. Since 1999, GMC and then RACER performed inspection and maintenance of the implemented actions. In addition, GMC performed routine groundwater monitoring through 2010 at which time EGLE determined that groundwater monitoring was no longer necessary and that all monitoring wells on the Property could be properly abandoned. By 2011, all monitoring wells had been properly abandoned by either GMC or RACER Trust.

At the Effective Date, RACER Trust was completing inspections and maintenance activity as identified in the EGLE approved 2008 Operation and Maintenance Plan.

Copies of all documents related to this matter are located in the EGLE Lansing District Remediation and Redevelopment Division (RRD) Office.

NOW THEREFORE,

Declaration of Land Use or Resource Use Restrictions

RACER Properties LLC hereby declares and covenants that the Property shall be subject to the following restrictions and conditions, 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) EGLE; and (2) RACER Trust or its successor.

1. Land Use Prohibitions. Owner shall refrain from or otherwise prohibit all uses of the Property that are either not compatible with or are inconsistent with the 1999 Agreement, or that are not compatible with or are inconsistent with the exposure assumptions for the nonresidential land use category under MCL 324.20120a(1)(b). Allowable land uses are generally described in the Description of Allowable Uses, attached hereto as **Exhibit 5**.
2. Activities Prohibited. The Owner shall refrain from or otherwise prohibit activities on the Property that may result in exposures that are inconsistent with the 1999 Agreement or that are above the nonresidential land use category or that result in exacerbation of existing contamination. These prohibited activities include:

- a. Owner shall not install or use drinking water or irrigation wells on the Property.
- b. Owner shall not install or use groundwater extraction wells or other extraction devices on the Property except for wells and devices that are part of an EGLE-approved response activity and for short-term (*e.g.*, less than ninety (90) days), dewatering for construction purposes, provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable environmental laws and does not cause or result in a new release, exacerbation of any pre-existing environmental condition, or any other violation of environmental laws.
- c. Owner shall not disturb, damage, modify, remove, or otherwise alter any monitoring devices, (*e.g.*, monitoring wells), the soil cover, storm water management features, or the permanent marker on the Property without the prior written approval of EGLE and RACER Trust. In addition, the permanent marker shall not be covered or obscured. See **Exhibit 4** for elevation contours of the top of the soil cover, resulting storm water drainage, and the location of the permanent marker.
- d. If Owner elects to remove any slabs, pavement, or other impervious surface (collectively, Impervious Surface) on the Property, Owner shall be responsible for any and all obligations under environmental law arising from any such removal, alteration, or disturbance, whether or not caused by, arising from, or related to, an environmental condition.
- e. Owner shall not complete any excavation or other intrusive activities at the Property, including but not limited to removing, disturbing, damaging, interfering, or otherwise negatively affecting the integrity, effectiveness, and operation of the soil cover, except if such activities: are temporary (less than ninety (90) days in duration); are conducted in accordance with all applicable environmental law; do not cause or result in a new release, exacerbation of any pre-existing environmental condition, or any other violation of environmental laws; are approved by EGLE and RACER Trust in writing in advance; and are repaired to at least the pre-disturbance condition within twenty-one (21) days after completion of such work.
- f. Owner shall not perform any “treatment”, “storage”, “disposal,” or “release” of any Hazardous Substances, on, at, or below the Property, in a manner that would require a permit under the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.* (RCRA), or equivalent State law, except pursuant to a plan or permit approved in writing by EGLE.
- g. Owner shall not construct, install, or perform any maintenance of subsurface utilities, structures, or other features (collectively, Subsurface Features) at the Property unless the construction is approved in writing in advance by EGLE and RACER Trust and such construction incorporates: engineering controls designed

to eliminate the potential for the Subsurface Feature(s) and/or the Subsurface Feature(s) corridor to be a preferential contaminant migration pathway for impacted subsurface water or vapor; or for the Subsurface Feature(s) to release fluids, that could contaminate or infiltrate through the subsurface and exacerbate existing environmental conditions including impacts to soil or groundwater, (i.e., the features shall be watertight, impervious, or otherwise not leak or release any fluids).

3. Soil Vapor Management. Owner shall prohibit the construction and/or occupancy of any building or structures on the Property, unless such construction and/or occupancy incorporates engineering controls designed to eliminate the potential for subsurface vapor phase contaminants (including methane) or other hazardous substances to migrate into the structure at concentrations greater than the appropriate concentrations protective of public health; or unless prior to construction and/or occupancy of any structure, an evaluation -- of the potential for any contaminants (including methane) or other hazardous substances to volatilize into indoor air -- assures the protection of persons who may be present in the buildings. Prior to any human occupancy, or prior to an increase or the potential for an increase in human exposures, documentation of compliance with the above requirements must be submitted to EGLE for approval and a copy of such documentation provided to RACER Trust.

If Owner relies on engineering controls to address potential soil vapor intrusion, Owner shall install and thereafter operate and maintain those engineering controls in accordance with applicable standards and criteria for the purpose of mitigating the potential intrusion of soil vapor into any occupied building on the Property after the Effective Date, until it is determined by EGLE that engineering controls are no longer necessary to protect human health. Owner agrees to prepare and maintain documentation of records of its operation and maintenance activities and timely provide copies of such documentation and records following the request for same from EGLE or RACER Trust.

4. Contaminated Materials Management. Owner shall manage contaminated materials, including but not limited to soils, media, waste, and/or debris (if any) and all other soils located at the Property whether encountered on the surface or during below grade work in accordance with any applicable requirements of Part 111, Subtitle C of RCRA, the administrative rules promulgated pursuant to Part 111 and RCRA, and all other relevant State and Federal laws, including but not limited to MCL 324.20120c. This provision regarding contaminated soil/media/debris management also applies in the event that pursuant to Paragraph 2.d. (Activities Prohibited), above, Owner elects to remove any Impervious Surface on the Property.
5. Health and Safety Requirement. Owner shall follow and require that all contractors follow appropriate health and safety requirements, including HAZWOPER if applicable, for excavation and other intrusive activities at the Property.
6. Access. Owner shall grant EGLE and RACER Trust the right to enter the Property at reasonable times for the purposes of: (1) determining and monitoring, including by aerial

surveys, compliance with this FARC; (2) collecting environmental samples from soil, groundwater, and other media; (3) installing and maintaining any remedial measures required by EGLE and inspecting any records relating thereto that are maintained at the Property; and (4) as to EGLE only, determining and monitoring compliance with any remedial action plan that may in the future be required by EGLE for the Property, and with Part 201 and other applicable State and Federal laws and regulations.

7. Notices. Any notice, demand, request, consent, approval, or communication that is required to be made or obtained under this FARC shall be made in writing and shall: include a statement that the notice is being made pursuant to the requirements of this FARC; include the EGLE Reference Number: RC-RRD-201-24-024; and be served either personally or sent via first class mail, postage prepaid, as follows:

For EGLE:

Remediation and Redevelopment Division Director
Michigan Department of Environment, Great Lakes, and Energy
Constitution Hall, South Tower, 5th Floor
525 West Allegan Street
Lansing, MI 48933

or

P.O. Box 30426
Lansing, MI 48909-7926

For RACER Trust:

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

8. Conveyance of Property Interest. Owner shall provide notice to EGLE and RACER Trust at the addresses in Paragraph 7 (Notices) of the Owner's intent to transfer any interest in the Property at least fourteen (14) days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the terms and conditions of this FARC and the applicable provisions of MCL 324.20116. 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 GENESEE COUNTY REGISTER OF DEEDS, LIBER _____,
PAGE _____.**

(Note that the “conveyance of property interest” provisions in this Paragraph 8 are not intended to and neither expand nor enlarge any property or transactional rights of any holder of any easement interest, which rights are solely defined by the terms of any such easement.)

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

9. Term. This FARC shall run with the Property and shall be binding on the Owner and all current and future successors, lessees, and easement holders, as well as on the assigns, authorized agents, employees, or persons of such parties acting under their direction and control. This FARC may only be modified or rescinded with the written approval of EGLE and RACER Trust (subject to RACER Trust having not already been terminated under the terms of the Settlement Agreement). Owner, EGLE, and/or RACER Trust each shall have the right as “claimants” under MCL § 565.103 to record any notices required by MCL § 565.103 to preserve and keep effective the restrictions of record herein.
10. Modification/ Release/Rescission. Owner may request in writing to EGLE and RACER Trust, at the addresses provided in Paragraph 7 (Notices), modifications to, or release or rescission of, this FARC. This FARC may be modified, released, or rescinded only with the written approval of EGLE and RACER Trust (subject to RACER Trust having not already been terminated under the terms of the Settlement Agreement). Any approved modification to, or release or rescission of, this FARC shall be recorded with the Genesee County Registrar of Deeds by the Owner and a certified copy of such modification or release shall be returned to EGLE and RACER Trust at the addresses provided in Paragraph 7 (Notices).
11. Enforcement. Grantor, RACER Trust, or their respective successors are entitled to but do not have the legal obligation to enforce the restrictions and covenants in this FARC by specific performance or other legal action in a court of competent jurisdiction against the current and subsequent Owners of all or part of the Property. Grantor, on behalf of itself and its successors in title, and RACER Trust agree (and by this FARC intend) that EGLE (as Grantee) is entitled to enforce the restrictions and covenants in this FARC by specific performance or other legal action in a court of competent jurisdiction against Grantor as Owner, and thereafter against subsequent Owners of all or part of the Property. All remedies available hereunder shall be in addition to any and all other remedies at law or equity.
12. Severability. If any provision of this FARC 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 FARC and all other provisions shall continue to remain in full force and effect.

13. Limitation on Liability. The liability of RACER Trust, RACER Properties LLC, and the Administrative Trustee under this FARC is limited by the terms and conditions of the Settlement Agreement, which are incorporated herein by reference.
14. Compliance with this FARC and Applicable Due Care Obligations. Owner shall at all times comply with the conditions and restrictions of this FARC and the applicable Due Care obligations under Section 107a of NREPA, MCL 324.20107a, under the applicable Michigan administrative rules R299.51003 and under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, *et seq.* Owner agrees to maintain records of its activities to comply with this FARC and applicable Due Care obligations and shall timely supply copies of any records documenting such compliance upon request from EGLE or RACER Trust.
15. Authority to Execute FARC. The undersigned person executing this FARC represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this FARC.
16. Miscellaneous.
 - a) Controlling Law. The interpretation and performance of this FARC shall be governed by the laws of the United States as to the obligations referred to in the Settlement Agreement and by 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 FARC are in addition to other rights and remedies that may be available, including, but not limited to, administrative and judicial remedies under CERCLA or Part 201 of NREPA.
 - b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this FARC shall be liberally construed to affect the purpose of this FARC, and the policy and purpose of NREPA and the land use restrictions and prospective use limitations required by Part 201. If any provision of this FARC is found to be ambiguous, an interpretation consistent with the purpose of this FARC that would render the provision valid shall be favored over any interpretation that would render it invalid.
 - c) Entire Agreement. This FARC together with its attachments and appendices supersedes all prior restrictive covenants, discussions, negotiations, understandings, or agreements relating specifically to this FARC, all of which are merged herein.

[signature page follows]

IN WITNESS WHEREOF, RACER Properties LLC has caused this First Amended Restrictive Covenant, RC-RRD-201-24-024, to be executed on this 9 day of July, 2024.

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)
COUNTY OF Wayne) ss.

The foregoing instrument was acknowledged before me this 9 day of July, 2024, by ELLIOTT P. LAWS, not individually, but acting solely in his capacity as Managing Member of EPLET, LLC, a Delaware limited liability company, acting solely in its capacity as Administrative Trustee of Revitalizing Auto Communities Environmental Response Trust, a trust formed under the laws of the State of New York, 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 Signature

TRACIE L NICHOLS
Notary Public, State of Michigan.
County of Wayne
My Commission Expires 03-19-2027.
Acting in the County of Wayne

Name of Notary Public Tracie L. Nichols
Notary Public, State of Michigan
County of Wayne
My Commission Expires: 3/19/29
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
660 Woodward Avenue, Suite 1521
Detroit, MI 48226

LIST OF EXHIBITS

1. LEGAL DESCRIPTION AND DEPICTION OF PROPERTY
2. EGLE APPROVAL LETTER
3. HAZARDOUS SUBSTANCES AND CONTAMINANTS ABOVE 1996 GENERIC RESIDENTIAL CRITERIA
4. ELEVATION CONTOURS OF THE TOP OF THE SOIL COVER SYSTEM AND STORM WATER DRAINAGE
5. DESCRIPTION OF ALLOWABLE USES

**EXHIBIT 1
LEGAL DESCRIPTION AND DEPICTION OF PROPERTY**

Land situated in the Township of Flint, County of Genesee, State of Michigan described as follows:

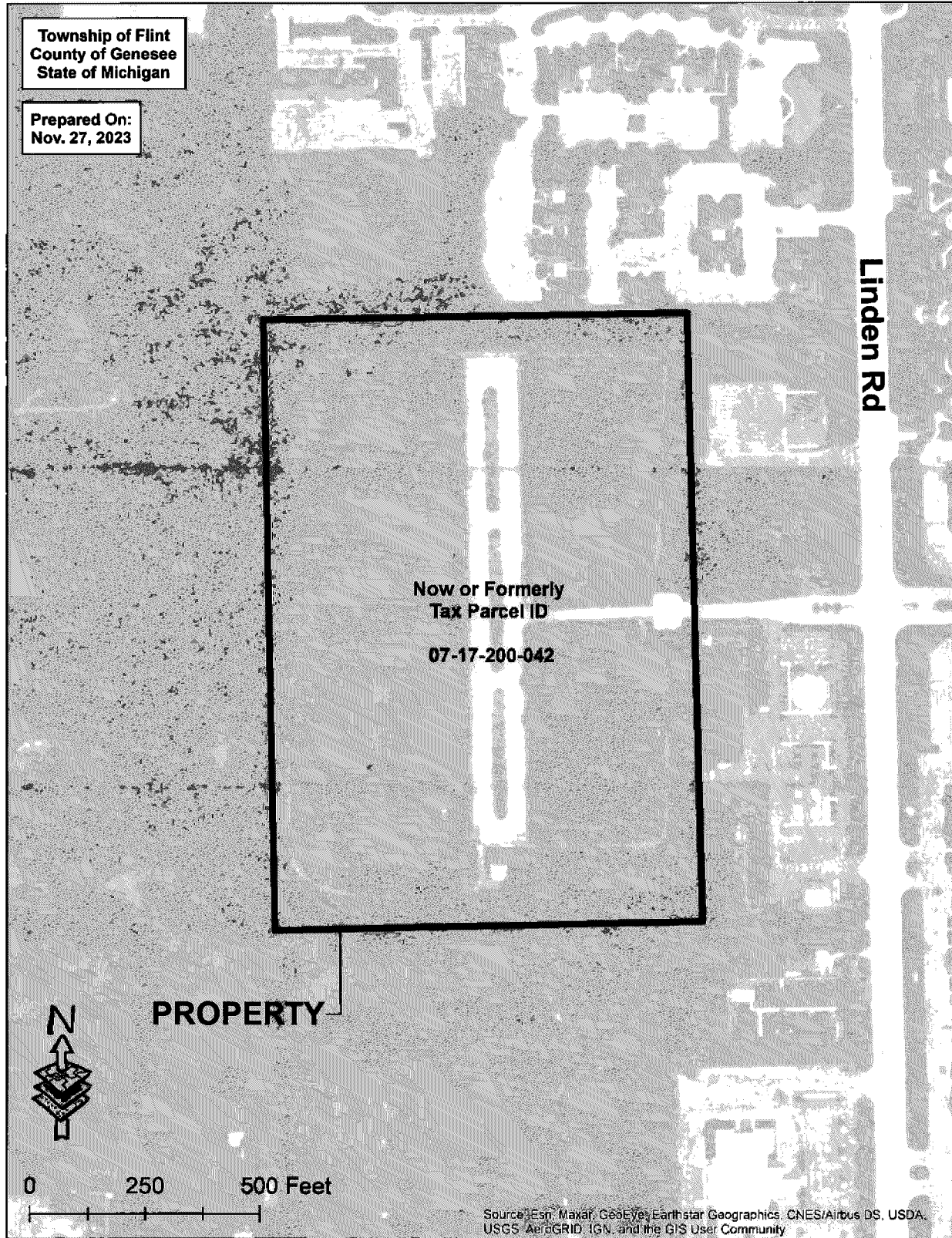
A part of the Southeast 1/4 of the Northeast 1/4 of Section 17, Town 7 North, Range 6 East, Flint Township, Genesee County, Michigan, described as: Commencing at the East 1/4 corner of Section 17; thence North 89 degrees 48 minutes 15 seconds West 400.00 feet along the East West 1/4 line for a point of beginning; thence continuing North 89 degrees 48 minutes 15 seconds West 936.34 feet along the 1/4 line to the 1/8 line; thence North 00 degrees 17 minutes 45 seconds East 1329.80 feet along the 1/8 line; thence South 89 degrees 27 minutes 45 seconds East 929.50 feet; thence South 1324.26 feet to the East West 1/4 line and to the point of beginning.

Subject to and together with the following 108.00 foot wide easement for ingress-egress described as: Commencing at the East 1/4 corner of Section 17; thence North 676.83 feet along the East line of Section 17 and center line of Linden Road; thence West 50.00 feet to the West right of way of Linden Road and for a point of beginning; thence South 54.00 feet along the West right of way of Linden Road; thence West 350.00 feet; thence North 108.00 feet; thence East 350.00 feet to the West right of way of Linden Road; thence South 54.00 feet along the West right of way of Linden Road and to the point of beginning.

Consisting of 28.42 acres of land, more or less.

Tax parcel ID: 25-07-17-200-042

Commonly known as: 1200 Linden Road, Flint Township, Michigan 48532



**EXHIBIT 2
EGLE APPROVAL LETTER**



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING DISTRICT OFFICE



PHILLIP D. ROOS
DIRECTOR

June 13, 2024

Dave Favero
Michigan Deputy Cleanup Manager
RACER Trust
660 Woodward Avenue, Suite 1521
Detroit, Michigan 48243

Dear Dave Favero:

SUBJECT: Notice of Approval of the Amended Restrictive Covenant for Linden Road
Landfill, Parcel 25-07-17-200-042, Flint Township, Genesee County, Michigan;
EGLE Site ID No.: 25000016

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has reviewed the attached First Amended and Restated Declaration of Restrictive Covenant (Amended Restrictive Covenant) for the property located at Parcel 25-07-17-200-042, Genesee County (Property) and legally described in Exhibit 1 of the attached Amended Restrictive Covenant. The Amended Restrictive Covenant is hereby approved subject to the Amended Restrictive Covenant remaining protective of public health, safety and welfare, and the environment. This Approval Letter is intended to be included as Exhibit 2 in the Amended Restrictive Covenant when recorded with the Register of Deeds.

Environmental conditions at the Property are being addressed in accordance with the Remedial Action Plan (RAP) titled Remedial Action Plan For The Linden Road Site dated January 1996, developed on behalf of General Motors Corporation pursuant to Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. The RAP was approved by EGLE on June 16, 1999. The RAP required the recording of the Restrictive Covenant, EGLE Reference No. RC-ERD-98-015, Liber 4198 and Pages 53-55A, with the Genesee County Register of Deeds.

The RAP completed during January 1996 included a restriction on the Property use to, recreational use or other use that is consistent with the assumptions and basis for the cleanup pursuant to the RAP. The future use of the Property is proposed to be nonresidential use and/or continued use as limited recreational use. The future use of the Property for nonresidential use required the amendment of the Restrictive Covenant. The amendments will be consistent with the assumptions of the RAP and will be protective of public health and the environment.

The land use and resource use restrictions contained in the Amended Restrictive Covenant are based on information available to EGLE at the time the RAP was approved and the following documents:

Dave Favero

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June 13, 2024

- Remedial Action Plan For The Linden Road Site, January 1996
- December 1996 Addendum to January 1996 Remedial Action Plan, December 16, 1996
- Agreement For A Limited Recreational Remedy, June 16, 1999
- Operation and Maintenance Plan Linden Road Site, February 2008

Based upon our evaluation of the RAP and other information identified above pertaining to current site conditions, EGLE has determined that the restrictions contained in the Amended Restrictive Covenant are necessary to protect public health, safety and welfare, and the environment in accordance with Part 201. EGLE expresses no opinion as to other contaminants beyond those identified and remediated as a part of the RAP that relate to this Property. EGLE also makes no warranty as to the fitness of this Property for any general or specific use, and prospective purchasers or users are advised to use due diligence prior to acquiring or using this Property.

If you have questions, please contact Brian Kuberski, at 517-243-7574, or via email at KuberskiB@Michigan.gov; or you may contact me.

Sincerely,



David LaBrecque, District Supervisor
Lansing District Office
Remediation and Redevelopment Division
517-285-7889
LaBrecqueD@Michigan.gov

cc: Dan Yordanich, EGLE
Brian Kuberski, EGLE
Jaclyn Merchant, EGLE

**EXHIBIT 3
HAZARDOUS SUBSTANCES AND CONTAMINANTS ABOVE 1996 GENERIC
RESIDENTIAL CRITERIA**

HAZARDOUS SUBSTANCE OR CONTAMINANT	
Arsenic	Benzo(a)pyrene
Chromium	Indeno(1,2,3-cd)pyrene
Lead	Dibenz(a,h)anthracene
Manganese	Methylene Chloride
Benzo(a)anthracene	Polychlorinated Biphenyls, Aroclors 1248, 1254, and 1260
Benzo(b)fluoranthene	

**EXHIBIT 4
ELEVATION CONTOURS OF THE TOP OF THE SOIL COVER SYSTEM
AND STORM WATER DRAINAGE**

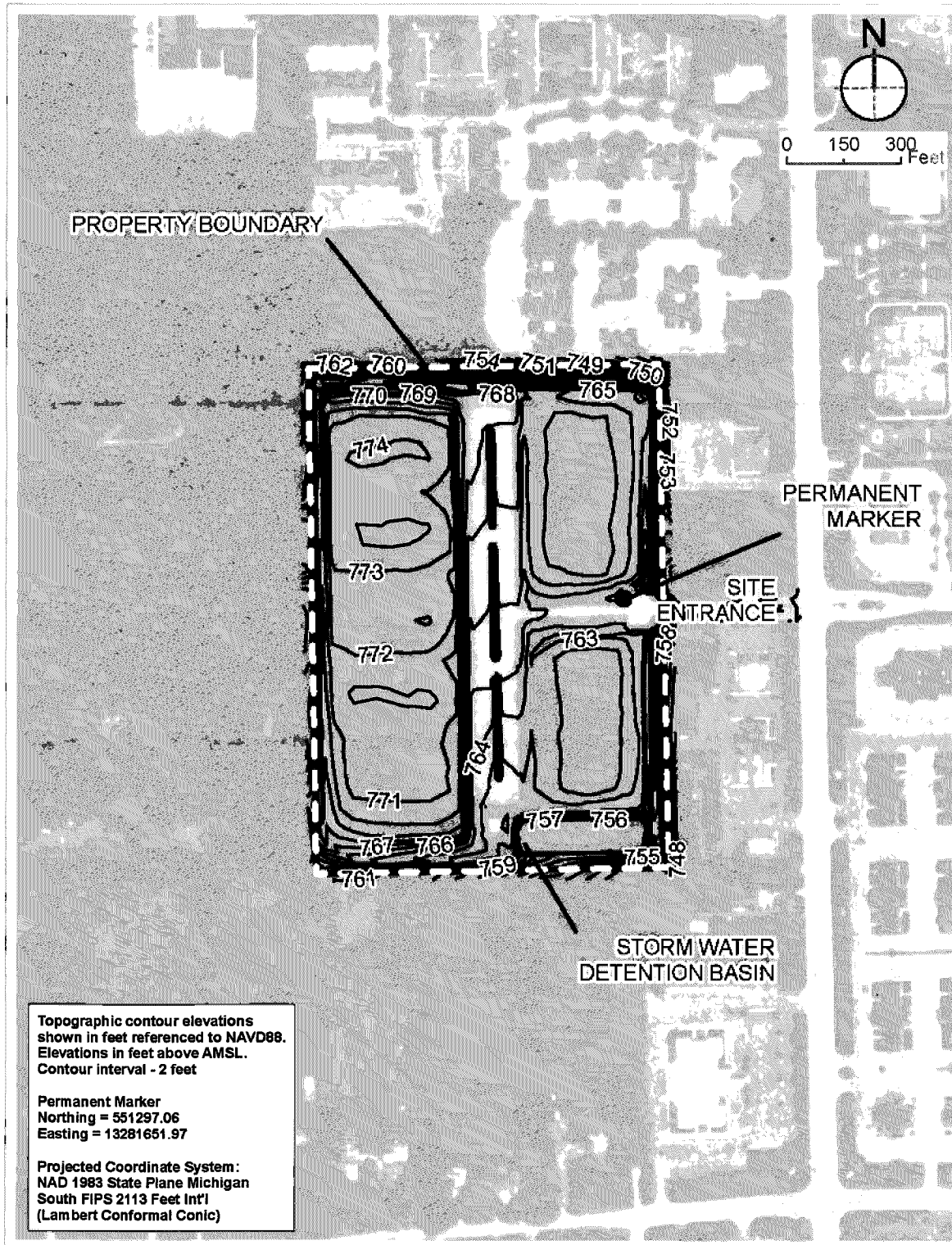


EXHIBIT 5 DESCRIPTION OF ALLOWABLE USES

Limited Recreational Use: This land use could include active and/or passive recreational activities that take place on top of and do not have the potential to significantly disturb the installed soil cover. Examples of such use include soccer, baseball, football, playgrounds and associated equipment, track, walking, or bird watching. These examples are not intended to be an exhaustive list.

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