

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

In the Matter of:

Lex Warren LP  
Macomb County, Michigan

EGLE Reference No.  
PCA-RRD-22-001

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POST-CLOSURE AGREEMENT FOR A LIMITED NONRESIDENTIAL REMEDIAL ACTION

This Agreement for a Limited Nonresidential Remedial Action (Agreement) is entered into voluntarily by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Remediation and Redevelopment Division (RRD), and Lex Warren LP to specify the agreed upon activities required to be undertaken to maintain the effectiveness and integrity of the remedial action at the Lipari Freezer Warehouse Property. By execution of this Agreement, EGLE and Lex Warren LP agree to be bound by all its terms.

**BACKGROUND**

A No Further Action (NFA) Report submitted to EGLE for approval pursuant to Section 20114d(3)(c) of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, (NREPA), must include a Postclosure Plan and a Postclosure Agreement.

Section 20114d(4) of the NREPA requires that a Postclosure Agreement submitted as part of a NFA Report include all of the following: (a) provisions for monitoring, operation and maintenance, and oversight necessary to assure the effectiveness and integrity of the remedial action; (b) financial assurance to pay for monitoring, operation and maintenance, oversight, and other costs determined by EGLE to be necessary to assure the effectiveness and integrity of the remedial action; (c) a provision requiring notice to EGLE of the owner's intent to convey any interest in the facility; and (d) a provision granting EGLE access to the property.

This Agreement pertains to the remedial action for a portion of the Facility as defined in Paragraph 2.4 of this Agreement, as it relates to the release of lead in soil at 26700 Bunert

Road, Warren, Macomb County, Michigan, legally described in Attachment A, and commonly known as Lipari Freezer Warehouse Property.

The remedial action set forth in the NFA Report does not comprehensively address all environmental contamination at the Facility and therefore, does not constitute a NFA for the Facility other than for lead in soil. Additional response activities may be necessary to address environmental contamination at the Facility that is not addressed under this NFA and may be the subject of subsequent postclosure agreements with EGLE, as appropriate.

Based on the information submitted to EGLE, as of the Effective Date, the NFA Report for a Limited Nonresidential Remedial Action, including its Postclosure Plan, its attachments, and any EGLE-approved modifications, is approved by EGLE.

In order to meet the requirements of Section 20114d(4) of the NREPA, Lex Warren LP and EGLE stipulate and agree as follows:

## **I. PARTIES BOUND**

1.1 This Agreement shall apply to and be binding upon Lex Warren LP and EGLE and their successors. No change in ownership or corporate or legal status of Lex Warren LP, including, but not limited to, any transfer of assets or of real or personal property, shall in any way alter Lex Warren LP's responsibilities under this Agreement, except as provided by Paragraph 1.3 below.

1.2 Lex Warren LP shall provide EGLE with written notice at least fourteen (14) days prior to consummating the conveyance of any interest in the Facility as required by Section 20114d(4)(c) of the NREPA. No conveyance of title, an easement, or other interest in property that comprises some or all of the Facility shall be consummated by Lex Warren LP without adequate and complete provision for compliance with the terms and conditions of the NFA Report and this Agreement, which may occur by the assumption of Lex Warren LP's obligations under this Agreement in accordance with Paragraph 1.3 below. Unless the obligations of the Agreement are assumed in accordance with Paragraph 1.3 below, no transfer of ownership interest shall occur without adequate and complete provision that allows Lex Warren LP to carry out its obligations under this Agreement and to assure the effectiveness and

integrity of the remedial action. Lex Warren LP shall inform any transferee that the real property is a Facility, provide a copy of this Agreement to any subsequent owners or successors prior to the transfer of any ownership interests, and comply with the requirements of Section 20116 of the NREPA.

1.3 This Agreement and all of the obligations provided for herein may be assumed by subsequent Property owners by execution, without modification, of the "Assumption of Post Closure Agreement," ("Assumption") attached to this Agreement as Attachment B. An executed copy of the Assumption must be provided to EGLE pursuant to the notice requirements contained in Paragraph 1.2 above.

1.4 The signatories to this Agreement certify that they are authorized to execute it and legally bind the parties they represent.

## **II. DEFINITIONS**

2.1 "Day" or "day" means a calendar day, unless otherwise specified in this Agreement.

2.2 "Effective Date" means the date that this Agreement is fully executed by all parties to it and a No Further Action Letter is issued to Lex Warren LP.

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

2.4 "Facility" means any area of the Property identified in Attachment A and any area, place, parcel or parcels of property, or portion of parcel of property where a hazardous substance, in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use, has been released, deposited, or disposed of, or otherwise comes to be located.

2.5 "Long-Term Remedial Action Costs" shall mean those costs necessary to assure the performance of monitoring, operation and maintenance, oversight, and other costs that are determined by EGLE to be necessary to assure the effectiveness and integrity of the remedial action as set forth in the NFA Report, including this Agreement, in perpetuity.

2.6 “No Further Action Report” or “NFA Report” means the written report detailing the completion of the remedial action for a portion of the Facility described in Attachment A, the Postclosure Plan included in Attachment C, and this Agreement. The NFA Report, submitted to EGLE, is entitled, Limited Nonresidential No Further Action Report, dated October 2018, and received by EGLE on December 18, 2020, for the Lipari Freezer Warehouse Property prepared by PM Environmental, Inc.

2.7 “Part 31” means Part 31, Water Resources Protection, of the NREPA, MCL 324.3101 et seq., and the Administrative Rules promulgated thereunder.

2.8 “Part 201” means Part 201, Environmental Remediation, of the NREPA, MCL 324.20101 et seq., and the Administrative Rules promulgated thereunder.

2.9 “Postclosure Plan” means the plan set forth in Attachment C.

2.10 “Postclosure Agreement” means this Agreement.

2.11 “Property” means the property located at 26700 Bunert Road, Warren, Macomb County, Michigan and legally described in Attachment A.

2.12 “Response Activity Costs” means all costs lawfully incurred by EGLE to oversee, enforce, monitor, and document compliance with this Agreement, including, but not limited to, costs incurred to: monitor response activities at the Facility; observe and comment on field activities; review and comment on documents or reports required to be submitted to EGLE under this Agreement; collect and evaluate samples; purchase equipment and supplies to perform monitoring activities; attend and participate in meetings; prepare cost reimbursement documentation; and perform response activities pursuant to Paragraph 11.3 of this Agreement.

2.13 Unless otherwise stated herein, all other terms used in this Agreement, which are defined in Part 3, Definitions, of the NREPA; or Part 201, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA.

### **III. IMPLEMENTATION**

3.1 Lex Warren LP agrees to implement and comply with the terms of the NFA Report, including the Postclosure Plan and this Agreement. As approved, each component of the NFA Report shall be deemed incorporated into this Agreement and made an enforceable part of this Agreement. The scope of the remedial action detailed in the NFA Report consists of establishment of land and resource use restrictions and maintenance of exposure barriers.

3.2 Lex Warren LP certifies, to the best of its knowledge, the remedial action completed at the Facility satisfies nonresidential cleanup criteria established under Part 201, and all other requirements of Part 201 that are applicable to the remedial action. The specific performance objectives for the remedial action at the Facility are as follows:

- (a) Prevent the unacceptable exposure to hazardous substances in the soil as result of direct contact with the soil.
- (b) Assure continued compliance with the Postclosure Plan.
- (c) Assure the effectiveness and integrity of any exposure control mechanisms employed by the approved NFA Report.
- (d) Assure that the continued use of the Facility is consistent with the land and resource uses allowed in restrictive covenant or other institutional control.
- (e) Comply with applicable notice requirements pursuant to this Agreement.

3.3 The following describes the general response activities to be performed for monitoring, operation and maintenance, and oversight at the Facility. These response activities are more specifically described in Attachment D.

- (a) Inspect and maintain integrity of direct contact barrier.

3.4 Within sixty (60) days after of the first anniversary of this Agreement and within sixty (60) days after each anniversary thereafter, Lex Warren LP shall provide an annual report to EGLE's project manager describing the implementation of the response activities, including, but not limited to, operation and maintenance, monitoring activities, and any other response activities that have been undertaken by Lex Warren LP at the Facility for the prior year. The report shall include an assessment and photographic documentation of the integrity of all

exposure control mechanisms on which the remedial action is dependent (e.g., exposure barriers); and compliance with land or resource use restrictions, including institutional controls.

3.5 Approval of the NFA Report shall not be construed to mean that EGLE concurs with all conclusions, methods, or statements in the NFA Report or warrants that the NFA Report comports with law.

3.6 Lex Warren LP attests that all wells and other response activity related devices that were installed as part of the response activities at or related to the Facility that will not be used in the long-term operation or monitoring of the remedial action provided in the NFA Report have been properly plugged and abandoned or removed.

3.7 Lex Warren LP shall submit a plan for EGLE approval for additional response activities within sixty (60) days of discovery, if:

(a) Monitoring demonstrates additional response activities are necessary to address potential exposure to the environmental contamination;

(b) The remedial action that was the basis for the NFA Report fails to meet the performance objectives identified in the NFA Report; or

(c) Any modifications are needed to assure the continued effectiveness and integrity of the remedial action.

3.8 If additional response activities are implemented in accordance with Paragraph 3.7 of this Agreement, Lex Warren LP shall submit an amended NFA Report, including revised attachments, if applicable, for EGLE approval within sixty (60) days of completing those additional response activities.

3.9 Lex Warren LP may submit an amended NFA Report at any time. The amended NFA Report shall include the proposed change(s) to the original NFA Report including revised attachments, if applicable; and an accompanying rationale for the proposed change(s). The process for review and approval set forth in Section 20114d of the NREPA shall be used for review and approval of an amended NFA Report.

3.10 This Agreement and the remedial action may only be modified through an amended NFA Report approved by EGLE.

#### **IV. LAND USE OR RESOURCE USE RESTRICTIONS**

##### **Restrictive Covenant**

4.1 The NFA Report relies on one or more of the following land use or resource use restrictions:

- (a) Restrictive Covenant.

4.2 Lex Warren LP attests that the land use or resource restriction provided in the Postclosure Plan complies with the applicable requirements of Section 20121 of the NREPA, and is provided in Attachment C.

4.3 Pursuant to Section 20114c(3) of the NREPA, Lex Warren LP attests the notice of the land use or resource use restriction(s) required by the remedial action was provided to the zoning authority for the City of Warren within thirty (30) days after recording. A copy of the notice provided to the local zoning authority is provided in the NFA Report.

4.4 If the land use or resource use restriction is rescinded, revoked, terminated, allowed to lapse, or is modified, the Lex Warren LP may become liable for additional response activities necessary to satisfy the performance objectives of Paragraph 3.2.

#### **V. FINANCIAL ASSURANCE**

5.1 The current estimate of Long-Term Remedial Action Costs at the Facility is less than the threshold amount determined by EGLE to be de minimis pursuant to Section 20114d(3)(b). Therefore, EGLE concurs that a financial assurance mechanism is not required as of the Effective Date of this Agreement.

## **VI. PERMANENT MARKERS**

6.1 Lex Warren LP attests that, pursuant to Section 20114c(2)(b)(iii)-(iv) of the NREPA, permanent markers are not required for this Facility.

## **VII. COMPLIANCE WITH STATE AND FEDERAL LAWS**

7.1 All actions required to be taken pursuant to this Agreement shall be undertaken in accordance with the requirements of all applicable or relevant and appropriate state and federal laws, rules, and regulations, including, but not limited to, Part 201 and laws relating to occupational safety and health. Other agencies may also be called upon to review the performance of response activities under this Agreement.

7.2 Nothing in this Agreement shall be construed as releasing or waving Lex Warren LP from its duties and obligations to obtain and maintain compliance with any permit, authorization, or other governmental approval required under any applicable federal or state laws, including Part 201.

## **VIII. COMMUNICATIONS AND NOTICES**

Whenever, under the terms of this Agreement, notice is required to be given or a report, sampling data, analysis, or other document is required to be provided by one party to the other, such correspondence shall be directed to the project manager at the addresses specified below or to such other individuals or at such other address as may subsequently be designated in writing:

### **As to EGLE:**

Ms. Emily Bertolini  
Remediation and Redevelopment Division  
Michigan Department of Environment,  
Great Lakes, and Energy  
27700 Donald Court  
Warren, Michigan 48092  
Telephone: 586-753-3700

### **As to Lex Warren LP:**

Mr. Joseph Bonventre  
Lex Warren LP  
12400 Coit Road, Suite 970  
Dallas, Texas 75251  
Telephone: 214-210-3770



**As to EGLE for submittals required under X (Reimbursement of Costs):**

Manager, Compliance and Enforcement Section  
Remediation and Redevelopment Division  
Michigan Department of Environment, Great Lakes, and Energy  
P.O. Box 30426  
Lansing, Michigan 48909-7926  
Telephone: 517-648-9052  
Fax: 517-241-9581

**Via Courier**

Constitution Hall, 5<sup>th</sup> Floor, South Tower  
525 West Allegan Street  
Lansing, Michigan 48933

**IX. ACCESS TO PROPERTY AND RECORDS**

9.1 Upon the Effective Date of this Agreement, EGLE and its authorized employees and representatives shall, to the extent the Facility is owned, controlled or available to Lex Warren LP have an irrevocable right-of-access at all reasonable times to the Facility for the purpose of determining and monitoring compliance with the NFA Report, including the right to take samples, inspect the operation of remedial action measures, and inspect records related to the NFA Report.

9.2 Pursuant to Section 20114d(7) of the NREPA, Lex Warren LP shall maintain all documents and data prepared, acquired, or relied upon in connection with the NFA Report for at least ten (10) years after the later of the date on which EGLE approved the NFA Report; or the date on which no further monitoring, operation, or maintenance is required to be undertaken as part of the remedial action covered by the NFA Report. All documents and data required to be maintained under this provision shall be made available to EGLE upon request.

9.3 This Agreement does not restrict or limit any right that EGLE may have to enter the Facility or other properties to which access may be required for the protection of the public health, welfare, safety, or the environment pursuant to specific statutory or regulatory authority. Consistent with EGLE responsibilities under federal or state law, EGLE and its authorized representatives shall use their best efforts to minimize interference and whenever possible employ efforts that are the least intrusive to the operations and commercial activities on the

Facility. "Best efforts" shall not require EGLE to incur any material cost increases in carrying out its responsibilities to protect the public health, safety, or welfare, or the environment.

## **X. REIMBURSEMENT OF COSTS**

10.1 Following the first anniversary of the Effective Date of this Agreement, EGLE will provide Lex Warren LP with a summary report (Summary Report) that identifies all Response Activity Costs incurred through the dates specified in the Summary Report. Thereafter, EGLE will periodically provide Lex Warren LP subsequent Summary Reports that set forth all Response Activity Costs incurred from the dates specified in the previous Summary Report through the dates specified in the current Summary Report. Lex Warren LP shall pay the Response Activity Costs within thirty (30) days of receipt of each Summary Report. Lex Warren LP shall pay the Response Activity Costs within thirty (30) days of receipt of each Summary Report. Payment is to be made by check payable to the "State of Michigan – Environmental Response Fund" and shall be sent to:

Michigan Department of Environment, Great Lakes, and Energy  
Cashier's Office for EGLE  
P.O. Box 30657  
Lansing, Michigan 48909-8157

To ensure proper credit, payments made pursuant to this Agreement must be made by check referencing the Lex Warren LP Facility, EGLE Reference No. PCA-RRD-22-001, and the Settlement ID No. RRD50138.

10.2 Lex Warren LP shall have the right to request a full and complete accounting of all Response Activity Costs identified in the Summary Report, including: timesheets, travel vouchers, contracts, invoices, and payment vouchers as may be available to EGLE. EGLE's provision of these documents to Lex Warren LP may result in EGLE incurring additional Response Activity Costs, which will be included in the Summary Report for payment of Response Activity Costs.

## **XI. REMEDIES FOR BREACH OF AGREEMENT**

11.1 Lex Warren LP and EGLE recognize and agree that this Agreement is a legally enforceable contract as required by Section 20114d of the NREPA and may be enforced in a

court of competent jurisdiction. For that purpose, Lex Warren LP consents to the jurisdiction of the Macomb County Circuit Court in any action by the State of Michigan to enforce this Agreement. Lex Warren LP also recognizes and understands that EGLE remedies, if Lex Warren LP breaches the terms and conditions of this Agreement, may include other statutory or common law remedies subject to the rights or defenses available to Lex Warren LP under applicable law.

11.2 EGLE has approved the NFA Report, and if any of the provisions lapse or are not complied with as provided in this Agreement or the NFA Report, Lex Warren LP may become liable for additional response activities necessary to satisfy performance objectives of the Agreement.

11.3 If Lex Warren LP fails to correct the lapse or noncompliance under Paragraph 11.2 of this agreement within thirty (30) days of written notification by EGLE of the lapse or if Lex Warren LP fails at any time to adequately implement the remedial action in accordance with the NFA Report and this Agreement, EGLE may implement those response activities that Lex Warren LP has failed to perform. Costs which EGLE lawfully incurs in the performance of response activities shall be reimbursed by Lex Warren LP pursuant to Section X (Reimbursement of Costs) of this agreement.

## **XII. COVENANT NOT TO SUE EGLE / INDEMNIFICATION**

12.1 Lex Warren LP hereby covenants not to sue or to take any civil, judicial, or administrative action against EGLE or their authorized representatives, for any claims arising from or connected with EGLE approval or Lex Warren LP's implementation of the remedial action in the NFA Report or this Agreement.

12.2 Lex Warren LP also agrees to indemnify EGLE, and their authorized representatives for any claims or for its costs of defending any claims brought by others that are based upon, arise from, or are connected with Lex Warren LP's implementation of the remedial action in the NFA Report or this Agreement.

### **XIII. RESERVATION OF RIGHTS**

13.1 EGLE reserves all rights to take administrative action or to file a new action pursuant to any applicable authority against Lex Warren LP with respect to the following:

(a) A subsequent release not addressed in the NFA Report if Lex Warren LP is liable for that release.

(b) Environmental contamination that is not addressed in the NFA Report and for which Lex Warren LP is liable.

(c) Lex Warren LP's failure to perform additional response activities when monitoring necessary to assure the effectiveness and integrity of the remedial action demonstrates potential exposure to contamination in excess of the levels relied on in the NFA Report.

(d) Lex Warren LP's failure to perform additional response activities when the remedial action that is the basis for the NFA Report fail to satisfy the performance objectives of the NFA Report or otherwise comply with Part 201.

13.2 The parties reserve all rights available to them pursuant to Part 201 or any other legal authority.

13.3 Nothing in this Agreement shall be construed as a release or covenant not to sue by EGLE for the benefit of Lex Warren LP or any other person.

13.4 Nothing in this Agreement shall limit the power and authority of EGLE or the State of Michigan to direct or order all appropriate action to: protect the public health, safety, or welfare, or the environment; prevent, abate, or minimize a release or threatened release of hazardous substances, pollutants, or contaminants on, at, or from the Facility; or to address a lapse or violation under the NFA Report or this Agreement.

### **XIV. APPLICABLE LAW**

This Agreement shall be construed in accordance with the laws of the State of Michigan. All actions required to be taken pursuant to this Agreement shall be undertaken in accordance with the requirements of Part 201 and any other applicable laws.

#### **XV. SEVERABILITY**

The provisions of this Agreement are severable. If any provision is declared by a court of competent jurisdiction to be inconsistent with federal or state law and, therefore, unenforceable, the other provisions of this Agreement shall remain in effect, unless such severance causes this Agreement to fail in its essential intents and purposes, in which case, this Agreement shall become null and void.

#### **XVI. SEPARATE DOCUMENTS**

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

In the Matter of:  
EGLE Reference No. PCA-RRD-22-001

IT IS SO AGREED:

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY



April 12, 2022

Mike Neller, Director  
Remediation and Redevelopment Division  
Michigan Department of Environment, Great Lakes, and Energy

Date

LEX WARREN LP, a Delaware limited partnership

By: Lex Warren GP LLC, a Delaware limited liability company, its general partner

By: NNN MFG Cold JV L.P., a Delaware limited partnership, the sole member

By: LXPDK II GP LLC, A Delaware limited liability company, its general partner

By: LXP Manager Corp., a Delaware corporation, its manager

DocuSigned by:



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Joseph Bonventre, Vice President  
Lex Warren LP

4/7/2022

Date

## List of Attachments

Attachment A – Legal Description of Property

Attachment B – Assumption of Postclosure Agreement

Attachment C – Postclosure Plan

Attachment D – Monitoring, Operation, Maintenance, and Oversight

## **ATTACHMENT A**

### **LEGAL DESCRIPTION OF PROPERTY**

Land in Section 24, Township 1 North, Range 12 East, City of Warren, Macomb County, Michigan, described as: commencing at the North  $\frac{1}{4}$  post of said section 24; thence along the North & South  $\frac{1}{4}$  line of said section 24, also being the centerline of Bunert Road (variable width), South 2 degrees 05 minutes West, 684.36 feet; thence North 88 degrees 30 minutes East, 43.08 feet to the point of beginning of the property herein described; thence North 88 degrees 30 minutes East, 962.31 feet to a point on the Westerly right-of-way line of the Grand Truck Western Railroad (100 feet wide); thence along said Westerly right-of-way, South 32 degrees 26 minutes West, 1900.79 feet to a point on the Easterly right-of-way line of Bunert Road; thence along said Easterly right-of-way line, 43 feet East of and parallel to the North & South  $\frac{1}{4}$  line of Section 24, North 2 degrees 5 minutes East, 1580.14 feet back to the point of beginning.



## **ATTACHMENT B**

### **ASSUMPTION OF POSTCLOSURE AGREEMENT**

This Assumption of Post-Closure Agreement (Assumption) pertains to, and is part of, the Post-Closure Agreement for a Limited Nonresidential Remedial Action between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), and LEX WARREN LP, EGLE Reference No. PCA-RRD-022-001, that was entered pursuant to Section 20114d of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA).

WHEREAS, EGLE approved a No Further Action (NFA) Report for a portion of the Facility located at 26700 Bunert Road, Warren, Macomb County, Michigan, legally described in Attachment A, and commonly known as Lipari Freezer Warehouse Property, otherwise defined as the "Property" in the Agreement. The NFA Report included a Post-Closure Plan and a Post-Closure Agreement to provide for land and resource use restrictions, monitoring, operation and maintenance, and oversight necessary to assure the effectiveness and integrity of the remedial action provided for in the NFA Report.

WHEREAS, pursuant to the Agreement, LEX WARREN LP is prohibited from conveying any interest in the Property without adequate and complete provision for compliance with the terms and conditions of the Postclosure Plan and Agreement.

WHEREAS, the Agreement provides for assumption of the obligations contained in the Post-Closure Plan and Agreement by a future Property owner (Purchaser) through execution of this Assumption.

NOW THEREFORE, in consideration of the foregoing:

1. Purchaser hereby acknowledges that it has had an opportunity to review the Post-Closure Plan and Agreement and understands the contents thereof.
2. Purchaser agrees to be bound by and comply with all of the terms and conditions of the Post-Closure Plan and Agreement.
3. The signatories below hereby acknowledge and understand that this Assumption is not considered a transfer of liability under Part 201 of the NREPA that LEX WARREN LP may

have with respect to the Facility as it is defined in the Agreement, nor shall it be construed as a covenant not to sue by EGLE for any party. LEX WARREN LP specifically agrees that, regardless of any agreement existing between them, EGLE shall retain all rights against LEX WARREN LP as set forth in Section XIII (Reservation of Rights) of the Agreement.

4. The signatories below hereby acknowledge and agree that in order for this Assumption to take effect it must be provided to EGLE in the same manner as and in addition to the notice requirements contained in Paragraph 1.2 of the Agreement.

5. The signatories below hereby certify that this Assumption was executed as provided for within the Agreement and without modification, unless otherwise approved in writing by EGLE.

The Assumption is executed on \_\_\_\_\_.

LEX WARREN LP

By: Lex Warren GP LLC, a Delaware limited liability company, its general partner

By: NNN MFG Cold JV L.P., a Delaware limited partnership, the sole member

By: LXPDK II GP LLC, A Delaware limited liability company, its general partner

By: LXP Manager Corp., a Delaware corporation, its manager

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

Its

PURCHASER

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

Its

## **ATTACHMENT C**

### **POSTCLOSURE PLAN**

A Restrictive Covenant in compliance with MCL 324.20121, is used as an institutional control to prohibit activities to eliminate unacceptable exposures to regulated substances on the subject property.

The Restrictive Covenant, a copy of which is included in this attachment, (1) prohibits residential use of the subject property; (2) prohibits the construction and use of wells or other devices on the subject property to extract groundwater for consumption, irrigation, or any other purpose; (3) prohibits activities that may result in exposures to hazardous substances at the subject property, such as excavation or other intrusive activities; (4) requires that the exposure barriers (including asphalt, concrete, and clean cover) be inspected annually and repaired as needed; and (5) requires the Owner to manage all soils, media, and/or debris in accordance with the applicable requirements of Section 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; TSCA, 15 USC 2601 et seq.; Subtitle C of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

The Facility is serviced by electric, natural gas, municipal water, and sanitary sewer utilities. All potential third-party contractors who may work sub-grade on the facility will be notified of the presence of soil contaminants. Site safety plans and requirements for personal protection and safety training may be necessary for contractors if working on the Facility. If soil or groundwater are removed from the Facility, proper characterization will be completed followed by appropriate disposal. The owner will provide future prospective owners and/or lessees with the existing documentation concerning the known impacts on the Facility.

Based on the presence of soil impacts exceeding the Part 201 Nonresidential Direct Contact (DC) cleanup criteria, notices were submitted to utilities serving the facility, including DTE Energy, Consumers Energy, the City of Warren Department of Public Works, and the City of Warren Water Department. Copies of the notices are included in this attachment.



**Corporate Headquarters**  
Lansing, Michigan  
3340 Ranger Road, Lansing, MI 48906  
f: 877.884.6775  
t: 517.321.3331

**Michigan Locations**  
Berkley      Bay City  
Grand Rapids      Detroit  
Chesterfield      Lansing

October 2018

Brian Trent  
Consumers Energy  
1945 West Parnall Road  
Jackson, Michigan 49201

**RE: Warehouse Property**  
**Located at 26700 Bunert Road, Warren, Michigan**  
**PM Environmental, Inc. Project No. 01-7775-0-0004**

Mr. Trent:

PM Environmental, Inc. (PM) is providing written notice to public utilities that serve the property located at 26700 Bunert Road, Warren, Macomb County, Michigan. This notice is being provided to satisfy the reporting requirements for due care obligations under Part 201 of the Natural Resources and Environmental Protection Act (NREPA), P.A. 451 of 1994, as amended.

The subject property is a "facility" as specified in Part 201 with several concentrations of lead detected in soil samples collected throughout the property above the Part 201 Nonresidential Direct Contact (DC). Additional compounds were identified in soil and groundwater samples that exceed the Part 201 Generic Cleanup Criteria. Refer to the attached Figures and Tables for additional information regarding the location of the impact. Note that additional areas may be present with elevated contaminant concentrations that are not identified.

All contractors who may work sub-grade on the subject site, including excavation contractors and utility employees, are advised to take appropriate safety precautions when working on the property. 40-Hour hazardous materials safety training, personal protection equipment, and site safety plans may be necessary if working subsurface at the subject site. Soil or groundwater must be characterized prior to movement on the subject property or prior to removal from the subject property. Additional documentation concerning the existing subsurface contamination is available upon request.

Please contact us at (248) 336-9988 if you have any questions or require any additional information.

Sincerely,  
PM Environmental, Inc.

Andrea Galli  
Project Scientist

Enclosure



**Corporate Headquarters**  
Lansing, Michigan  
3340 Ranger Road, Lansing, MI 48906  
f: 877.884.6775  
t: 517.321.3331

**Michigan Locations**  
Berkley  
Grand Rapids  
Chesterfield  
Bay City  
Detroit  
Lansing

September 24, 2018

Attn: Ms. Betty White-Clark  
2000 2<sup>nd</sup> Avenue GO655  
Detroit, Michigan 48226

**RE: Proposed Apartment Complex  
Located at 205 Park Street, Troy, Michigan  
PM Environmental, Inc. Project No. 01-7685-3-0002**

Ms. White-Clark:

PM Environmental, Inc. (PM) is providing written notice to public utilities that serve the property located at 205 Park Street, Troy, Oakland County, Michigan. This notice is being provided to satisfy the reporting requirements for due care obligations under Part 213 of the Natural Resources and Environmental Protection Act (NREPA), P.A. 451 of 1994, as amended.

The subject property is a "Site" as specified in Part 213 based on soil and groundwater concentrations detected during subsurface investigations above the Part 213 Risk Based Screening Levels (RBSLs). Soil and groundwater concentrations were also detected above the MDEQ Media Specific Volatilization to Indoor Air Interim Action Screening Levels (August 2017) and/or Draft MDEQ Site-Specific VIAC using the calculator dated January 2018. Additional compounds were identified in the soil and groundwater samples collected that exceed the most restrictive Part 213 Residential RBSLs, but are not a dermal or inhalation human health hazard. Refer to the attached Figures and Tables for additional information regarding the location of the impact. Note that additional areas may be present with elevated contaminant concentrations that are not identified.

All contractors who may work sub-grade on the subject site, including excavation contractors and utility employees, are advised to take appropriate safety precautions when working on the property. 40-Hour hazardous materials safety training, personal protection equipment, and site safety plans may be necessary if working subsurface at the subject site. Soil or groundwater must be characterized prior to movement on the subject property or prior to removal from the subject property. Additional documentation concerning the existing subsurface contamination is available upon request.

Please contact us at (248) 336-9988 if you have any questions or require any additional information.

Sincerely,  
PM Environmental, Inc.

Andrea Galli  
Project Scientist

Enclosure



**Corporate Headquarters**  
Lansing, Michigan  
3340 Ranger Road, Lansing, MI 48906  
f: 877.884.6775  
t: 517.321.3331

**Michigan Locations**  
Berkley      Bay City  
Grand Rapids      Detroit  
Chesterfield      Lansing

October 2018

City of Warren Engineering Department  
One City Square, Suite 300  
Warren, Michigan 48093

**RE: Warehouse Property**  
**Located at 26700 Bunert Road, Warren, Michigan**  
**PM Environmental, Inc. Project No. 01-7775-0-0004**

To Whom It May Concern:

PM Environmental, Inc. (PM) is providing written notice to public utilities that serve the property located at 26700 Bunert Road, Warren, Macomb County, Michigan. This notice is being provided to satisfy the reporting requirements for due care obligations under Part 201 of the Natural Resources and Environmental Protection Act (NREPA), P.A. 451 of 1994, as amended.

The subject property is a "facility" as specified in Part 201 with several concentrations of lead detected in soil samples collected throughout the property above the Part 201 Nonresidential Direct Contact (DC). Additional compounds were identified in soil and groundwater samples that exceed the Part 201 Generic Cleanup Criteria. Refer to the attached Figures and Tables for additional information regarding the location of the impact. Note that additional areas may be present with elevated contaminant concentrations that are not identified.

All contractors who may work sub-grade on the subject site, including excavation contractors and utility employees, are advised to take appropriate safety precautions when working on the property. 40-Hour hazardous materials safety training, personal protection equipment, and site safety plans may be necessary if working subsurface at the subject site. Soil or groundwater must be characterized prior to movement on the subject property or prior to removal from the subject property. Additional documentation concerning the existing subsurface contamination is available upon request.

Please contact us at (248) 336-9988 if you have any questions or require any additional information.

Sincerely,  
PM Environmental, Inc.

Andrea Galli  
Project Scientist

Enclosure



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Lansing, Michigan  
3340 Ranger Road, Lansing, MI 48906  
f: 877.884.6775  
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**Michigan Locations**  
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Chesterfield      Lansing

October 2018

Larry Hiller  
City of Warren Water Department  
12821 Stevens  
Warren, Michigan, 48089

**RE: Warehouse Property**  
**Located at 26700 Bunert Road, Warren, Michigan**  
**PM Environmental, Inc. Project No. 01-7775-0-0004**

Mr. Hiller:

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Please contact us at (248) 336-9988 if you have any questions or require any additional information.

Sincerely,  
PM Environmental, Inc.

Andrea Galli  
Project Scientist

Enclosure

REC'D MACOMB CO 19 MAR 06 AM 11:14

9021219 PAGE 1 OF 37  
LIBER 25837 PAGE 93  
03/06/2019 11:20:45 A.M.  
MACOMB COUNTY, MI SEAL  
FRED MILLER, REGISTER OF DEEDS

**DECLARATION OF RESTRICTIVE COVENANT  
FOR A RESTRICTED NONRESIDENTIAL REMEDIAL ACTION**

MDEQ Reference No: RC-RRD-201-18-013

This Declaration of Restrictive Covenant (Restrictive Covenant) has been recorded with the Macomb County Register of Deeds for the purpose of protecting public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the Property located at 26700 Bunert Road, Warren, Macomb County, Michigan and legally described in Exhibit 1 attached hereto (Property).

The Property is associated with Lipari Freezer Warehouse Property (Facility ID No. 50001258) for which response activities have been conducted pursuant to Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 *et seq.* The adequacy of the response activities implemented at the Property has not been subject to a facility-specific review by the Michigan Department of Environmental Quality (DEQ) nor has the DEQ determined that the response activities comply with Part 201 of the NREPA.

The Property described contains environmental contamination in excess of the concentrations developed as the unrestricted residential criteria under Section 20120a(1)(a) or (17) of the NREPA. The 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 due care requirements of Section 20107a of the NREPA.

The response activities required the recording of the Restrictive Covenant with the Macomb County Register of Deeds based upon the corrective action measures for the site to: 1) restrict unacceptable exposures to environmental contamination located on the Property; 2) assure that the use of the Property is consistent with the exposure assumptions used to develop the Nonresidential cleanup criteria under Section 20120a(1)(b) of the NREPA; and 3) to prevent damage or disturbance of any element of the response activity constructed on the Property.

The restrictions contained in this Restrictive Covenant are based upon information available at the time the response activities were implemented. Failure of the response activities to achieve and maintain the criteria, exposure controls, and any requirements specified by the response activities; future changes in the environmental condition of the Property or changes in the cleanup criteria as defined in the NREPA; the discovery of environmental conditions at the Property that were not accounted for during implementation of the response activities; 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, and welfare, and the environment.

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## Definitions

For the purposes of this Restrictive Covenant, the following definitions shall apply:

"MDEQ" means the Michigan Department of Environmental Quality, 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.

"Property" means the real property as described in Exhibit 1 (Legal Description of the Property) of this Restrictive Covenant that is subject to the restrictions, terms and conditions described herein.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules, Michigan Administrative Code, 2013 AACRS 299.1 – 299.50, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Administrative Rules, as of the date of filing of this Restrictive Covenant.

## Summary of Response Activities and Environmental Contamination

Hazardous substances including various volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), polychlorinated biphenyls (PCBs), and metals have been released on the Property from historical salvage yard operations. Prior to the recording of this Restrictive Covenant, hazardous substances were removed from on-site excavations during construction and the disposed. Lead concentrations remain present in the soils at levels that require controls to prevent unacceptable exposures. Direct contact exposure barriers were installed to prevent unacceptable human exposures in areas of soil containing lead concentrations greater than the Part 201 Nonresidential Direct Contact cleanup criteria. The direct contact exposure barriers consist of clean imported soil underlain by with geotextile fabric, the concrete building slab, clean imported soil and landscaping, and asphalt/concrete pavement. The exposure barriers are identified on Exhibit 2.

## **NOW THEREFORE,**

### **1. Declaration of Land Use or Resource Use Restrictions**

Lex Warren L.P., as the Owner of the Property hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

#### **a. Activity and Use Limitations**

Land Use: The Owner shall prohibit all residential land uses on the Property. Residential land use may include, but is not limited to, homes and surrounding yards, condominiums, and apartments where people live and sleep for significant periods of time. Cleanup criteria for land-use based response activities are located in the Government Documents Section of the State of Michigan Library.

b. Exposure Restriction for Use of Groundwater

The Owner shall prohibit the construction and use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other purpose, except as provided below:

(i.) Wells and other devices constructed as part of a response activity for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with a release of hazardous substances into the environment are permitted provided the construction of the wells or devices complies with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, or federal laws or regulations.

(ii.) Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations.

c. Direct Contact Exposure Barrier Restriction

The Owner shall prohibit the following activities on the Restricted Property designated in Exhibit 2 *Survey of the Property and Limits of Land Use Restrictions*, that may result in exposures to hazardous substances at the Property.

I. With respect to the 4 to 6 inches of clean soil cover underlain by a geotextile demarcation barrier is identified in Exhibit 2 as Restricted Areas A and B, and that has a base elevation of 620.1 feet above mean sea level for Restricted Area A and 630.8 feet above mean sea level for Restricted Area B, which serves to prevent exposures to contaminated soils at the Property:

- (i) No excavation or other intrusive activity shall occur that could affect the integrity of the soil/geotextile exposure barrier (identified in Exhibit 2 as Restricted Area A and Restricted Area B) that serves to prevent direct contact exposure to contaminated soil at the Property.
- (ii) Disturbance of the barrier may be allowed during short-term construction or repair projects, or for purposes of further treating or remediating the subject contamination.
- (iii) Any excavation or other intrusive activity, including removing, altering, or disturbing the soil/geotextile exposure barrier, that could affect the integrity of the barrier, must be replaced with a cover that provides at least an equivalent degree of protection as the original barrier within 14 days of completion of the work.
- (iv) Repair and/or replacement of the barrier must be completed by the then Owner unless additional sampling is conducted that demonstrates that a barrier in the area is no longer necessary in accordance with the applicable provisions and requirements of Part 201.

- II. With respect to the 6 inch thick concrete building slab that has a base elevation of 625.7 feet above mean sea level and which is at the location identified in Exhibit 2 as Restricted Area C, which serves to prevent exposures to contaminated soils at the Property:
- (i) No excavation or other intrusive activity shall occur that could affect the integrity of the concrete exposure barrier (identified in Exhibit 2 as Restricted Area C) that serves to prevent direct contact exposure to contaminated soil at the Property.
  - (ii) Disturbance of the barrier may be allowed during short-term construction or repair projects, or for purposes of further treating or remediating the subject contamination.
  - (iii) Any excavation or other intrusive activity, including removing, altering, or disturbing the concrete exposure barrier, that could affect the integrity of the barrier, must be replaced with a cover that provides at least an equivalent degree of protection as the original barrier within 14 days of completion of the work.
  - (iv) Repair and/or replacement of the barrier must be completed by the then Owner unless additional sampling is conducted that demonstrates that a barrier in the area is no longer necessary in accordance with the applicable provisions and requirements of Part 201.
- III. With respect to the existing 10 to 12-inch thick Soil Cover Exposure Barrier present at the subject property that serves to prevent dermal contact exposure to contaminated soils at the subject property, which has a sod or landscaped surface, is identified in Exhibit 2 as Restricted Areas D through H, and that has a base elevation of 622.3 feet above mean sea level for Restricted Area D, 625.1 feet above mean sea level for Restricted Area E, 625.1 feet above mean sea level for Restricted Area F, 621.7 feet above mean sea level for Restricted Area G, and 625.4 feet above mean sea level for Restricted Area H, which serves to prevent exposures to contaminated soils at the Property:
- (i) No excavation or other intrusive activity shall occur that could affect the integrity of the Soil Cover Exposure Barrier (identified in Exhibit 2 as Restricted Areas D through H) that serves to prevent direct contact exposure to contaminated soil at the Property.
  - (ii) Disturbance of the barrier may be allowed during short-term construction or repair projects, or for purposes of further treating or remediating the subject contamination.
  - (iii) Any excavation or other intrusive activity, including removing, altering, or disturbing the Soil Cover Exposure Barrier below an elevation of 622 feet above mean sea level, that could affect the integrity of the barrier, must be replaced with a cover that provides at least an equivalent degree of protection as the original barrier within 14 days of completion of the work.

- (iv) Repair and/or replacement of the barrier must be completed unless additional sampling is conducted by the then Owner that demonstrates that a barrier in the area is no longer necessary in accordance with the applicable provisions and requirements of Part 201.
- IV. With respect to the 4 to 6 inches of clean soil and landscaping cover underlain by a geotextile demarcation barrier that serves to prevent dermal contact exposure to contaminated soils at the subject property at the locations as shown on Exhibit 2 as Restricted Areas I through M, and that has a base elevation of 622.7 feet above mean sea level for Restricted Area I, 623.2 feet above mean sea level for Restricted Area J, 624.2 feet above mean sea level for Restricted Area K, 623.1 feet above mean sea level for Restricted Area L, and 623.7 feet above mean sea level for Restricted Area M, which serves to prevent exposures to contaminated soils at the Property:
  - (i) No excavation or other intrusive activity shall occur that could affect the integrity of the soil/geotextile exposure barrier (identified in Exhibit 2 as Restricted Areas I through M) that serves to prevent direct contact exposure to contaminated soil at the Property.
  - (ii) Disturbance of the barrier may be allowed during short-term construction or repair projects, or for purposes of further treating or remediating the subject contamination.
  - (iii) Any excavation or other intrusive activity, including removing, altering, or disturbing the soil/geotextile exposure barrier, that could affect the integrity of the barrier, must be replaced with a cover that provides at least an equivalent degree of protection as the original barrier within 14 days of completion of the work.
  - (iv) Repair and/or replacement of the barrier must be completed by the then Owner unless additional sampling is conducted that demonstrates that a barrier in the area is no longer necessary in accordance with the applicable provisions and requirements of Part 201.
- V. With respect to the 4 to 6 inch thick asphalt/concrete pavement that has a base elevation of 623.2 feet above mean sea level and which is at the location identified in Exhibit 2 as Restricted Area N, that serves to prevent exposures to contaminated soils at the Property:
  - (i) No excavation or other intrusive activity shall occur that could affect the integrity of the asphalt/concrete exposure barrier (identified in Exhibit 2 as Restricted Area N) that serves to prevent direct contact exposure to contaminated soil at the Property.
  - (ii) Disturbance of the barrier may be allowed during short-term construction or repair projects, or for purposes of further treating or remediating the subject contamination.
  - (iii) Any excavation or other intrusive activity, including removing, altering, or disturbing the asphalt/concrete exposure barrier, that could affect the integrity of the barrier, must be replaced with a cover that provides at least

an equivalent degree of protection as the original barrier within 14 days of completion of the work.

- (iv) Repair and/or replacement of the barrier must be completed by the then Owner unless additional sampling is conducted that demonstrates that a barrier in the area is no longer necessary in accordance with the applicable provisions and requirements of Part 201.
- d. Maintenance of Barrier. The Owner shall maintain the integrity of the exposure barriers in place on the Property. The Owner shall annually inspect the barriers. If cracks or other damage are identified during the biannual inspection that may affect the integrity of the barriers, the Owner shall promptly repair the damage to preserve the integrity of the barriers.
- e. Contaminated Soil Management. The Owner shall manage all soils, media and/or debris located on the Property in accordance with the applicable requirements of Section 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Toxic Substances Control Act (TSCA), 15 USC 2601 *et seq.*; Subtitle C of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

2. Conveyance of Property Interest. The Owner shall provide notice to the DEQ of the Owner's intent to transfer any interest in the Property 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 Owner without adequate and complete provision for compliance with the applicable provisions of Section 20116 of the NREPA. The notice required to be made to the DEQ under this Paragraph shall be made to: Chief, Remediation and Redevelopment Division, Michigan DEQ, P.O. Box 30426, Lansing, Michigan 48909-7926; and shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant, DEQ Reference Number RC-RRD-201-18-013. 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.

3. Running with the Land. This Restrictive Covenant shall run with the Property and shall be binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. Pursuant to Section 20121(5)(b) of the NREPA, the duration of this Restrictive Covenant is perpetual. Improper modification or rescission of any restriction necessary to prevent unacceptable exposure to regulated substances may result in the need to perform additional response activities by those parties responsible for performing response activity at the Property or to comply with Section 20107a of the NREPA.

4. Enforcement of Restrictive Covenant. The State of Michigan, through the MDEQ, and Lex Warren L.P., may individually enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

5. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof, and all such other provisions shall continue unimpaired and in full force and effect.

6. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner, and represents and certifies that he or she is duly authorized and has been empowered to execute and record this Restrictive Covenant.

IN WITNESS WHEREOF, Lex Warren L.P., the current and legal Owner of the Property, has caused this Restrictive Covenant to be executed on this 28 day of January, 2018. ~~2019~~

Lex Warren L.P., a Delaware Limited Partnership

By: Lex Warren GP LLC, its General Partner

By: LXP Manager Corp, its Manager

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

Name: \_\_\_\_\_

MICHAEL COSTELLO

Print or Type Name

Its: \_\_\_\_\_

VICE PRESIDENT

Title

STATE OF New York  
COUNTY OF New York

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2018/~~19~~ by Michael Costello of Lex Warren L.P., a Delaware Limited Partnership on behalf of the partnership.

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2018/~~19~~ by Michael Costello of Lex Warren GP LLC, on behalf of the corporation.

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2018/~~19~~ by Michael Costello of LXP Manager Corp., on behalf of the corporation.

**MEGANA O'SHAUGHNESSY**  
Notary Public, State of New York  
Reg. No. 010S6369844  
Qualified In Suffolk County  
Commission Expires January 22, 2022

\_\_\_\_\_  
Notary Public Signature

Notary Public, State of New York

County of Suffolk

My Commission Expires: January 22, 2022

Acting in the County of New York

Prepared by and when recorded return to:  
Andrea Galli  
P.M. Environmental  
4080 West Eleven Mile Road, Berkley, Michigan

## EXHIBIT 1

### LEGAL DESCRIPTION OF PROPERTY

Land in Section 24, Township 1 North, Range 12 East, City of Warren, Macomb County, Michigan, described as: commencing at the North  $\frac{1}{4}$  post of said section 24; thence along the North & South  $\frac{1}{4}$  line of said section 24, also being the centerline of Bunert Road (variable width), South 2 degrees 05 minutes West, 684.36 feet; thence North 88 degrees 30 minutes East, 43.08 feet to the point of beginning of the property herein described; thence North 88 degrees 30 minutes East, 962.31 feet to a point on the Westerly right-of-way line of the Grand Truck Western Railroad (100 feet wide); thence along said Westerly right-of-way, South 32 degrees 26 minutes West, 1900.79 feet to a point on the Easterly right-of-way line of Bunert Road; thence along said Easterly right-of-way line, 43 feet East of and parallel to the North & South  $\frac{1}{4}$  line of Section 24, North 2 degrees 5 minutes East, 1580.14 feet back to the point of beginning. Containing 17.4199 acres of land, more or less.

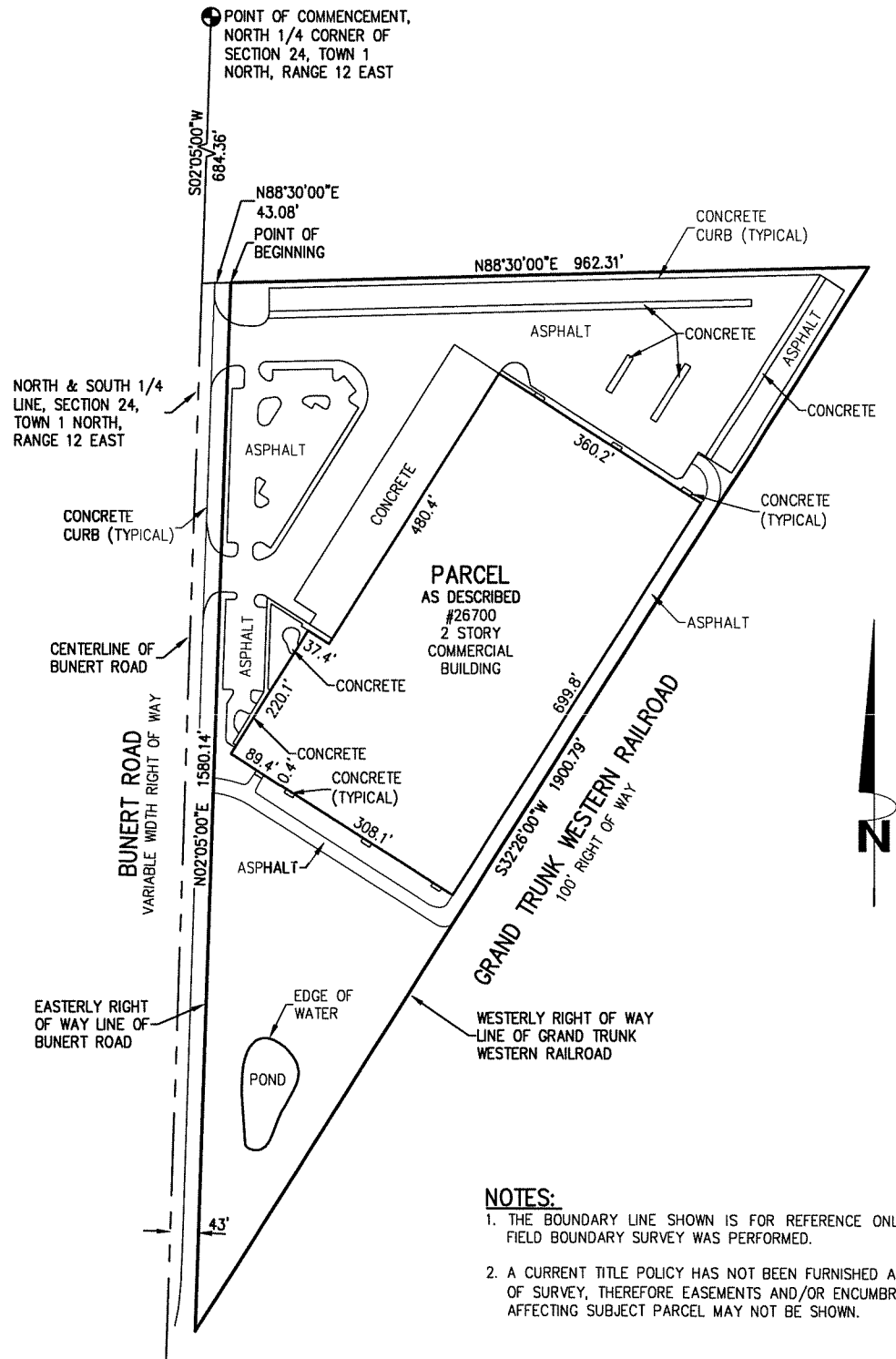


**EXHIBIT 2**

**SURVEY OF THE PROPERTY AND LIMITS OF LAND USE RESTRICTIONS**

LEGAL DESCRIPTION

LAND IN SECTION 24, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 POST OF SAID SECTION 24; THENCE ALONG THE NORTH & SOUTH 1/4 LINE OF SAID SECTION 24, ALSO BEING THE CENTERLINE OF BUNERT ROAD (VARIABLE WIDTH), SOUTH 2 DEGREES 05 MINUTES WEST, 684.36 FEET; THENCE NORTH 88 DEGREES 30 MINUTES EAST, 43.08 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE NORTH 88 DEGREES 30 MINUTES EAST, 962.31 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE GRAND TRUNK WESTERN RAILROAD (100 FEET WIDE); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 32 DEGREES 26 MINUTES WEST, 1900.79 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BUNERT ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 43 FEET EAST OF AND PARALLEL TO THE NORTH & SOUTH 1/4 LINE OF SECTION 24, NORTH 2 DEGREES 5 MINUTES EAST, 1580.14 FEET BACK TO THE POINT OF BEGINNING. CONTAINING 17.4199 NE ACRES OF LAND, MORE OR LESS.



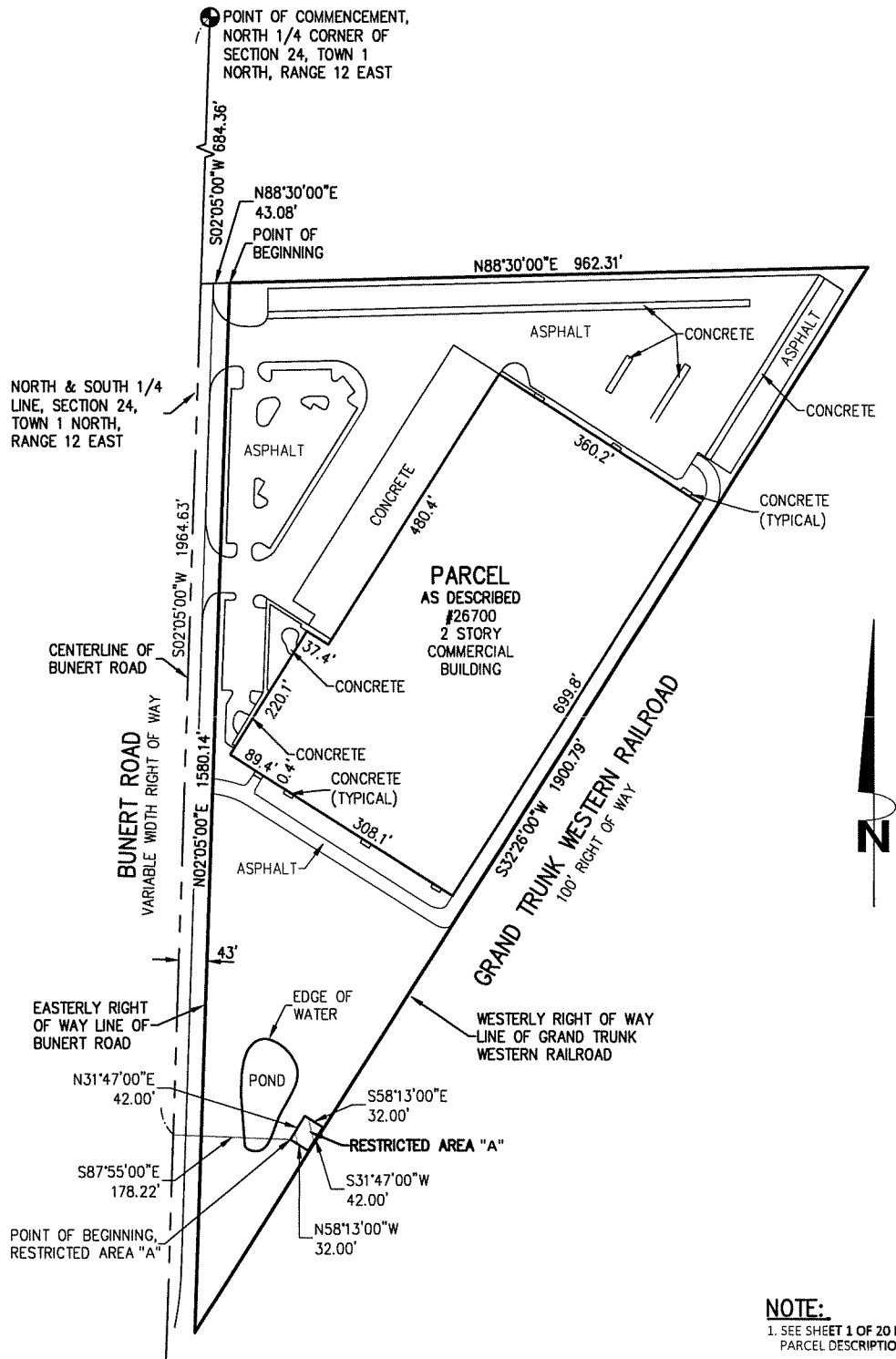
- NOTES:
- 1. THE BOUNDARY LINE SHOWN IS FOR REFERENCE ONLY. NO FIELD BOUNDARY SURVEY WAS PERFORMED.
  - 2. A CURRENT TITLE POLICY HAS NOT BEEN FURNISHED AT TIME OF SURVEY, THEREFORE EASEMENTS AND/OR ENCUMBRANCES AFFECTING SUBJECT PARCEL MAY NOT BE SHOWN.

EXHIBIT		CORE LAND CONSULTING	
26700 Bunert Road, Warren, MI		PROFESSIONAL SURVEYING	
Client: PM Environmental		29425 Northwestern Hwy., Suite 320	
Date: 02/12/2018	Project No: 2978-130	Southfield, MI 48034	
Drawn By: NEM	Revision No:	Phone: (248) 932-7120	
Scale: 1" = 200'	Sheet 1 of 20	Fax: (248) 932-7124	
		www.corelandconsulting.com	


**RESTRICTED AREA A**

BEING A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE, ALONG THE NORTH AND SOUTH QUARTER LINE, S02°05'00"W, 1964.63 FEET; THENCE, S87°55'00"E, 178.22 FEET TO THE POINT OF BEGINNING; THENCE N31°47'00"E, 42.00 FEET; THENCE S58°13'00"E, 32.00 FEET; THENCE S31°47'00"W, 42.00 FEET; THENCE N58°13'00"W, 32.00 FEET TO THE POINT OF BEGINNING. HAVING AN AVERAGE SURFACE ELEVATION OF ±620.4 FEET NAVD88. CONTAINING ±1,344 SQUARE FEET OF LAND.



**NOTE:**  
1. SEE SHEET 1 OF 20 FOR  
PARCEL DESCRIPTION.

EXHIBIT			CORE LAND CONSULTING
26700 Bunert Road, Warren, MI			PROFESSIONAL SURVEYING
Client: PM Environmental			29425 Northwestern Hwy., Suite 320
Date: 02/12/2018	Project No: 2978-130		Southfield, MI 48034
Drawn By: NEM	Revision No:		Phone: (248) 932-7120
Scale: 1" = 200'	Sheet 2 of 20	Fax: (248) 932-7124	
		www.corelandconsulting.com	





**RESTRICTED AREAS D THROUGH H**

BEING A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN DESCRIBED AS:

**AREA D:**

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE, ALONG THE NORTH AND SOUTH QUARTER LINE, S02°05'00"W, 684.36 FEET; THENCE N88°30'00"E, 43.08 FEET TO THE EASTERLY LINE OF BUNERT ROAD (VARIABLE WIDTH RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE N88°30'00"E, 962.31 FEET TO THE WESTERLY LINE OF GRAND TRUNK WESTERN RAILROAD (100' RIGHT OF WAY); THENCE, ALONG SAID WESTERLY LINE, S32°26'00"W, 1900.79 FEET TO SAID EASTERLY LINE OF BUNERT ROAD; THENCE, ALONG SAID EASTERLY LINE, N02°05'00"E, 813.96 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 59.64 FEET, A RADIUS OF 129.50 FEET, AND A CHORD BEARING S70°47'17"E, 59.12 FEET; THENCE S57°35'38"E, 332.21 FEET; THENCE, ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 23.14 FEET, A RADIUS OF 22.55 FEET, AND A CHORD BEARING S84°47'50"E, 22.14 FEET; THENCE N32°25'16"E, 741.85 FEET; THENCE, ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 100.68 FEET, A RADIUS OF 54.42 FEET, AND A CHORD BEARING N15°55'23"W, 86.93 FEET; THENCE N32°26'00"E, 3.30 FEET; THENCE S57°34'00"E, 58.18 FEET; THENCE N31°53'52"E, 322.45 FEET; THENCE N57°34'00"W, 44.33 FEET; THENCE S88°30'00"W, 830.76 FEET; THENCE S00°47'59"E, 36.36 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 31.90 FEET, A RADIUS OF 20.00 FEET, AND A CHORD BEARING S44°53'28"W, 28.62 FEET; THENCE N89°25'06"W, 16.69 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 24.77 FEET, A RADIUS OF 45.00 FEET, AND A CHORD BEARING N73°39'02"W, 24.46 FEET TO SAID EASTERLY LINE OF BUNERT ROAD; THENCE, ALONG SAID EASTERLY LINE, N02°05'00"E, 57.61 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM

BEING A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE, ALONG THE NORTH AND SOUTH QUARTER LINE, S02°05'00"W, 1964.63 FEET; THENCE, S87°55'00"E, 178.22 FEET TO THE POINT OF BEGINNING; THENCE N31°47'00"E, 42.00 FEET; THENCE S58°13'00"E, 32.00 FEET; THENCE S31°47'00"W, 42.00 FEET; THENCE N58°13'00"W, 32.00 FEET TO THE POINT OF BEGINNING. HAVING AN AVERAGE SURFACE ELEVATION OF ±620.4 FEET NAVD88. CONTAINING ±1,344 SQUARE FEET OF LAND.

ALSO EXCEPTING THEREFROM

BEING A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE, ALONG THE NORTH AND SOUTH QUARTER LINE, S02°05'00"W, 1634.25 FEET; THENCE S87°55'00"E, 178.89 FEET TO THE POINT OF BEGINNING; THENCE N80°54'30"E, 42.51 FEET; THENCE S37°52'28"E, 49.78 FEET; THENCE S51°52'56"E, 39.74 FEET; THENCE S00°25'23"E, 26.64 FEET; THENCE S03°40'01"W, 22.63 FEET; THENCE S22°34'48"W, 17.80 FEET; THENCE S33°38'57"W, 23.65 FEET; THENCE N67°09'33"W, 22.90 FEET; THENCE N57°20'00"W, 89.18 FEET; THENCE N09°01'41"E, 86.51 FEET TO THE POINT OF BEGINNING. HAVING AN AVERAGE SURFACE ELEVATION OF ±631.1 FEET NAVD88. CONTAINING ±11,542 SQUARE FEET OF LAND.

HAVING AN AVERAGE SURFACE ELEVATION OF ±623.1 FEET NAVD88. CONTAINING ±155,943 SQUARE FEET OF LAND.

TOGETHER WITH

**AREA E:**


COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE, ALONG THE NORTH AND SOUTH QUARTER LINE, S02°05'00"W, 876.20 FEET; THENCE S87°55'00"E, 453.31 FEET; THENCE S57°34'00"E, 0.80 FEET TO THE POINT OF BEGINNING; THENCE N32°26'00"E, 8.54 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 48.26 FEET, A RADIUS OF 20.50 FEET, AND A CHORD BEARING S80°07'08"E, 37.86 FEET; THENCE S12°40'17"E, 18.53 FEET; THENCE S57°34'00"E, 267.56 FEET; THENCE N32°26'00"E, 32.29 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 58.43 FEET, A RADIUS OF 38.46 FEET, AND A CHORD BEARING S23°45'11"E, 52.97 FEET; THENCE S32°26'00"W, 12.79 FEET; THENCE N57°34'00"W, 359.60 FEET TO THE POINT OF BEGINNING. HAVING AN AVERAGE SURFACE ELEVATION OF ±625.9 FEET NAVD88. CONTAINING ±5,381 SQUARE FEET OF LAND.

TOGETHER WITH

**AREA F:**

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE, ALONG THE NORTH AND SOUTH QUARTER LINE, S02°05'00"W, 1219.14 FEET; THENCE S87°55'00"E, 43.00 FEET TO THE EASTERLY LINE OF BUNERT ROAD (VARIABLE WIDTH RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE S87°55'00"E, 19.74 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 16.22 FEET, A RADIUS OF 5.16 FEET, AND A CHORD BEARING S02°05'00"W, 10.33 FEET; THENCE, N87°55'00"W, 10.99 FEET; THENCE S02°05'00"W, 135.88 FEET; THENCE S87°55'00"E, 12.23 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 8.33 FEET, A RADIUS OF 4.00 FEET, AND A CHORD BEARING S28°16'07"E, 6.90 FEET; THENCE S31°22'45"W, 17.48 FEET; THENCE S02°16'23"W, 54.54 FEET; THENCE, ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 5.56 FEET, A RADIUS OF 5.50 FEET, AND A CHORD BEARING S26°42'42"E, 5.33 FEET; THENCE S55°41'47"E, 13.35 FEET; THENCE S32°26'00"W, 11.00 FEET; THENCE S57°34'00"E, 397.65 FEET; THENCE S32°26'00"W, 15.75 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 21.20 FEET, A RADIUS OF 13.50 FEET, AND A CHORD BEARING S77°25'11"W, 19.09 FEET; THENCE N57°35'38"W, 328.32 FEET; THENCE, ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 60.47 FEET, A RADIUS OF 120.00 FEET, AND A CHORD BEARING N72°01'46"W, 59.83 FEET TO SAID EASTERLY LINE OF BUNERT ROAD; THENCE, ALONG SAID EASTERLY LINE, N02°05'00"E, 279.96 FEET TO THE POINT OF BEGINNING. HAVING AN AVERAGE SURFACE ELEVATION OF ±625.9 FEET NAVD88. CONTAINING ±15,629 SQUARE FEET OF LAND.

TOGETHER WITH

EXHIBIT		 <b>CORE</b>	<b>CORE LAND CONSULTING</b> PROFESSIONAL SURVEYING 29425 Northwestern Hwy., Suite 320 Southfield, MI 48034 Phone: (248) 932-7120 Fax: (248) 932-7124 www.corelandconsulting.com
26700 Bunert Road, Warren, MI			
Client: PM Environmental			
Date: 02/12/2018	Project No: 2978-130		
Drawn By: NEM	Revision No:		
Scale:	Sheet 5 of 20		

**RESTRICTED AREA** (CONTINUED)


AREA G:  
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE, ALONG THE NORTH AND SOUTH QUARTER LINE, S02°05'00"W, 1165.31 FEET; THENCE S87°55'00"E, 104.70 FEET TO THE POINT OF BEGINNING; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 34.56 FEET, A RADIUS OF 9.50 FEET, AND A CHORD BEARING N18°28'08"E, 18.42 FEET; THENCE S57°19'34"E, 6.01 FEET; THENCE S02°05'00"W, 15.01 FEET; THENCE N85°44'09"W, 10.37 FEET TO THE POINT OF BEGINNING. HAVING AN AVERAGE SURFACE ELEVATION OF ±622.5 FEET NAVD88. CONTAINING ±317 SQUARE FEET OF LAND.

TOGETHER WITH

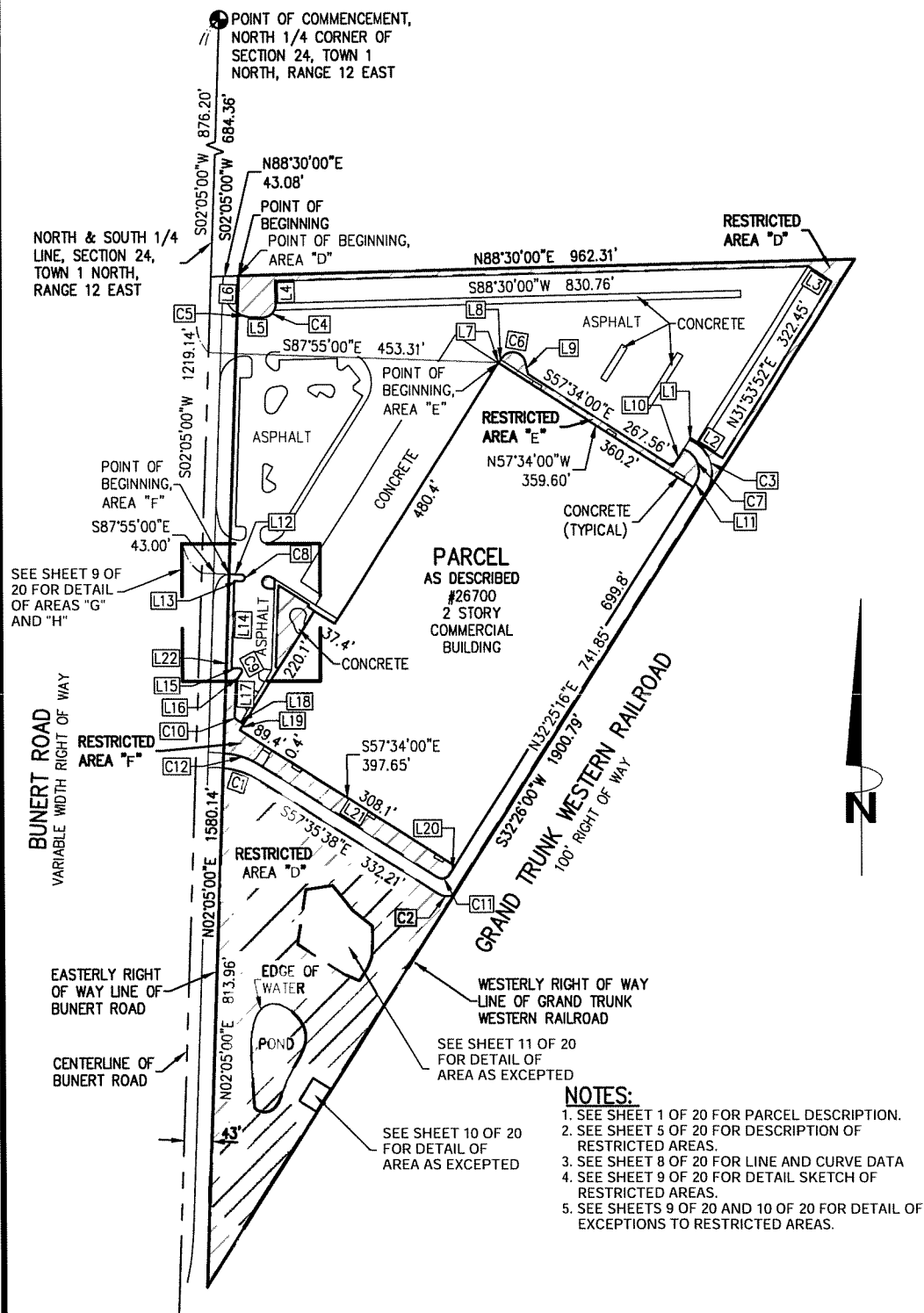
AREA H:  
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE, ALONG THE NORTH AND SOUTH QUARTER LINE, S02°05'00"W, 1361.68 FEET; THENCE S87°55'00"E, 121.00 FEET TO THE POINT OF BEGINNING; THENCE N02°05'00"E, 127.91 FEET; THENCE S57°34'00"E, 56.54 FEET; THENCE S32°26'00"W, 3.83 FEET; THENCE S57°34'00"E, 12.30 FEET; THENCE S32°26'00"W, 106.56 FEET; THENCE N57°34'00"W, 4.22 FEET TO THE POINT OF BEGINNING. HAVING AN AVERAGE SURFACE ELEVATION OF ±626.2 FEET NAVD88. CONTAINING ±3,985 SQUARE FEET OF LAND.

**NOTES:**

- 1. SEE SHEET 1 OF 20 FOR PARCEL DESCRIPTION.
- 2. SEE SHEET 7 OF 20 FOR SKETCH OF RESTRICTED AREA.
- 3. SEE SHEET 9 OF 20 FOR DETAIL SKETCH OF RESTRICTED AREAS.
- 4. SEE SHEETS 9 OF 20 AND 10 OF 20 FOR DETAIL OF EXCEPTIONS TO RESTRICTED AREA.

EXHIBIT			CORE LAND CONSULTING
26700 Bunert Road, Warren, MI			PROFESSIONAL SURVEYING
Client: PM Environmental			29425 Northwestern Hwy., Suite 320
Date: 02/12/2018	Project No: 2978-130		Southfield, MI 48034
Drawn By: NEM	Revision No:		Phone: (248) 932-7120
Scale:	Sheet 6 of 20		Fax: (248) 932-7124
		CORE	www.corelandconsulting.com

## SKETCH OF RESTRICTED AREAS D THROUGH F



## EXHIBIT

26700 Bunert Road, Warren, MI

Client: PM Environmental

Date: 02/12/2018

Drawn By: NEM

Scale: 1" = 200'

Project No: 2978-130

Revision No:

Sheet 7 of 20



## CORE LAND CONSULTING

PROFESSIONAL SURVEYING

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Fax: (248) 932-7124

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## LINE AND CURVE DATA FOR RESTRICTED AREAS D THROUGH F

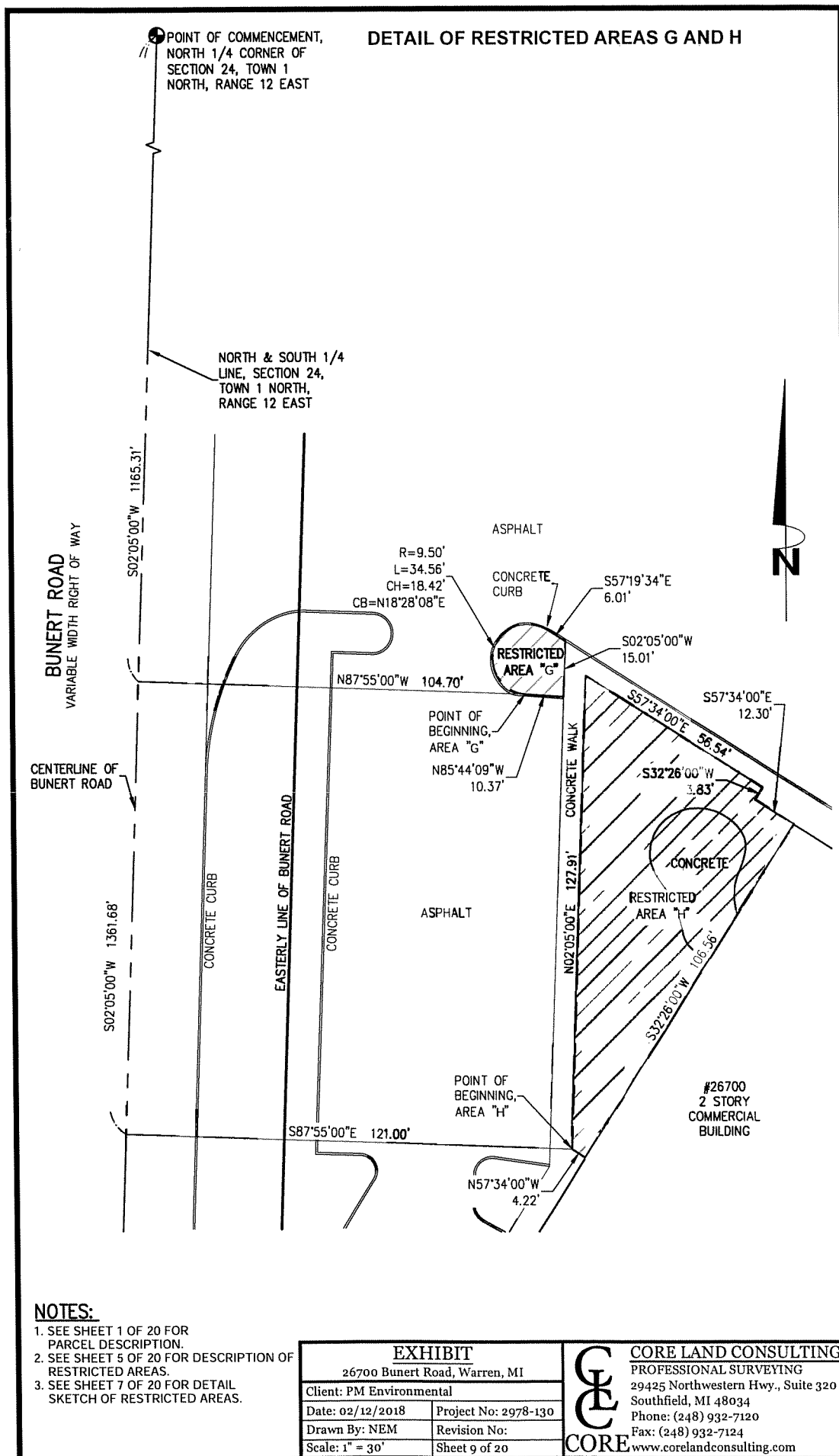
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N32°26'00"E	3.30'
L2	S57°34'00"E	58.18'
L3	N57°34'00"W	44.33'
L4	S00°47'59"E	36.36'
L5	N89°25'06"W	16.69'
L6	N02°05'00"E	57.61'
L7	S57°34'00"E	0.80'
L8	N32°26'00"E	8.54'
L9	S12°40'17"E	18.53'
L10	N32°26'00"E	32.29'
L11	S32°26'00"W	12.79'
L12	S87°55'00"E	19.74'
L13	N87°55'00"W	10.99'
L14	S02°05'00"W	135.88'
L15	S87°55'00"E	12.23'
L16	S31°22'45"W	17.48'
L17	S02°16'23"W	54.54'
L18	S55°41'47"E	13.35'
L19	S32°26'00"W	11.00'
L20	S32°26'00"W	15.75'
L21	N57°35'38"W	328.32'
L22	N02°05'00"E	279.96'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	DISTANCE
C1	59.64'	129.50'	S70°47'17"E	59.12'
C2	23.14'	22.55'	S84°47'50"E	22.14'
C3	100.68'	54.42'	N15°55'23"W	86.93'
C4	31.90'	20.00'	S44°53'28"W	28.62'
C5	24.77'	45.00'	N73°39'02"W	24.46'
C6	48.26'	20.50'	S80°07'08"E	37.86'
C7	58.43'	38.46'	S23°45'11"E	52.97'
C8	16.22'	5.16'	S02°05'00"W	10.33'
C9	8.33'	4.00'	S28°16'07"E	6.90'
C10	5.56'	5.50'	S26°42'42"E	5.33'
C11	21.20'	13.50'	S77°25'11"W	19.09'
C12	60.47'	120.00'	N72°01'46"W	59.83'

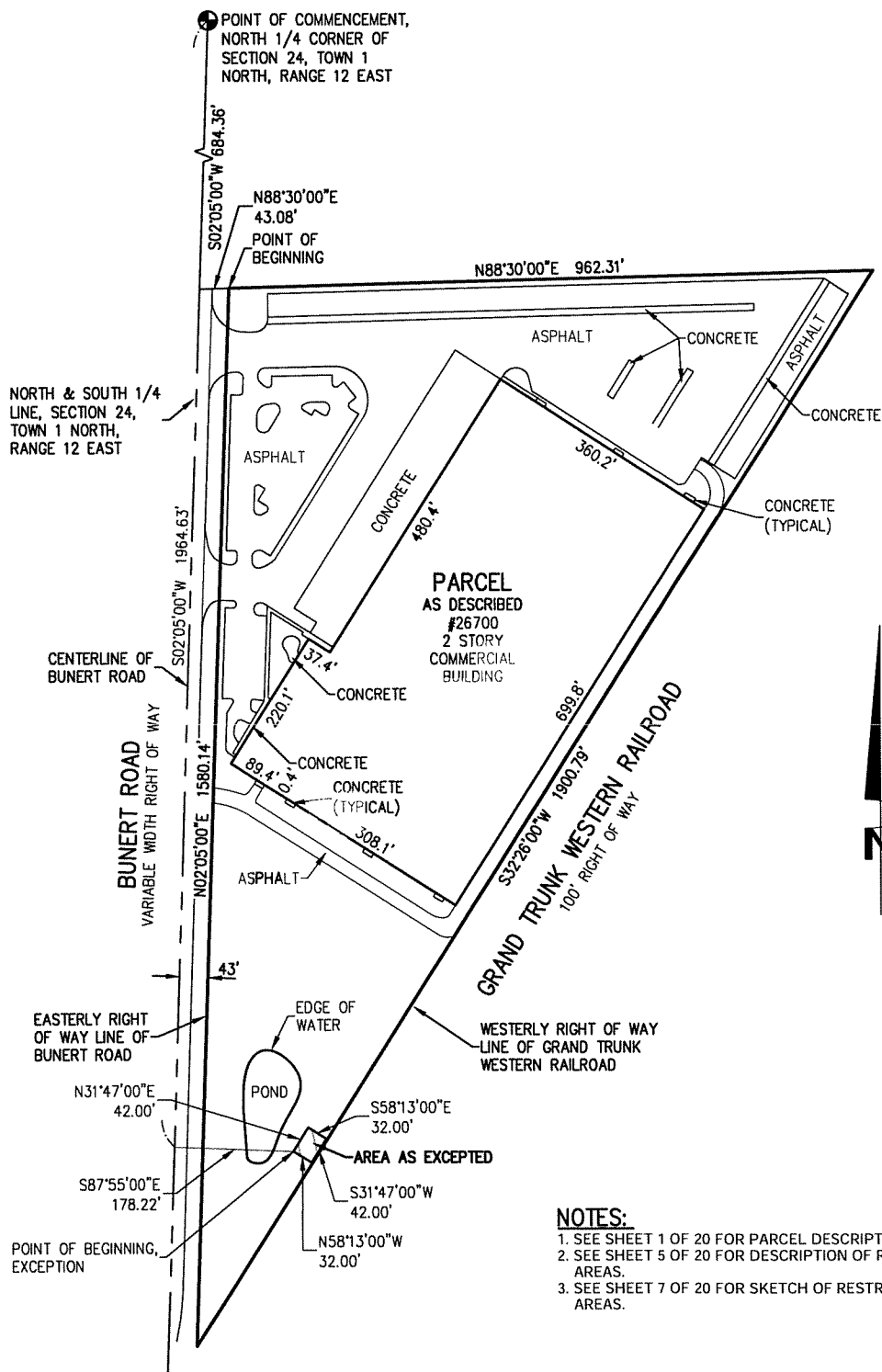
## NOTES:

1. SEE SHEET 1 OF 20 FOR PARCEL DESCRIPTION.
2. SEE SHEET 7 OF 20 FOR DESCRIPTION OF RESTRICTED AREAS.
3. SEE SHEET 9 OF 20 FOR SKETCH OF RESTRICTED AREAS.
4. SEE SHEETS 10 OF 20 AND 11 OF 20 FOR DETAIL OF EXCEPTIONS TO RESTRICTED AREA.

EXHIBIT		 CORE	CORE LAND CONSULTING
26700 Bunert Road, Warren, MI			PROFESSIONAL SURVEYING
Client: PM Environmental			29425 Northwestern Hwy., Suite 320
Date: 02/12/2018	Project No: 2978-130		Southfield, MI 48034
Drawn By: NEM	Revision No:		Phone: (248) 932-7120
Scale:	Sheet 8 of 20		Fax: (248) 932-7124
			<a href="http://www.corelandconsulting.com">www.corelandconsulting.com</a>



## DETAIL OF EXCEPTION 1 OF 2 TO RESTRICTED AREA D



## EXHIBIT

26700 Bunert Road, Warren, MI

Client: PM Environmental

Date: 02/12/2018

Drawn By: NEM

Scale: 1" = 200'

Project No: 2978-130

Revision No:

Sheet 10 of 20



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PROFESSIONAL SURVEYING

29425 Northwestern Hwy., Suite 320

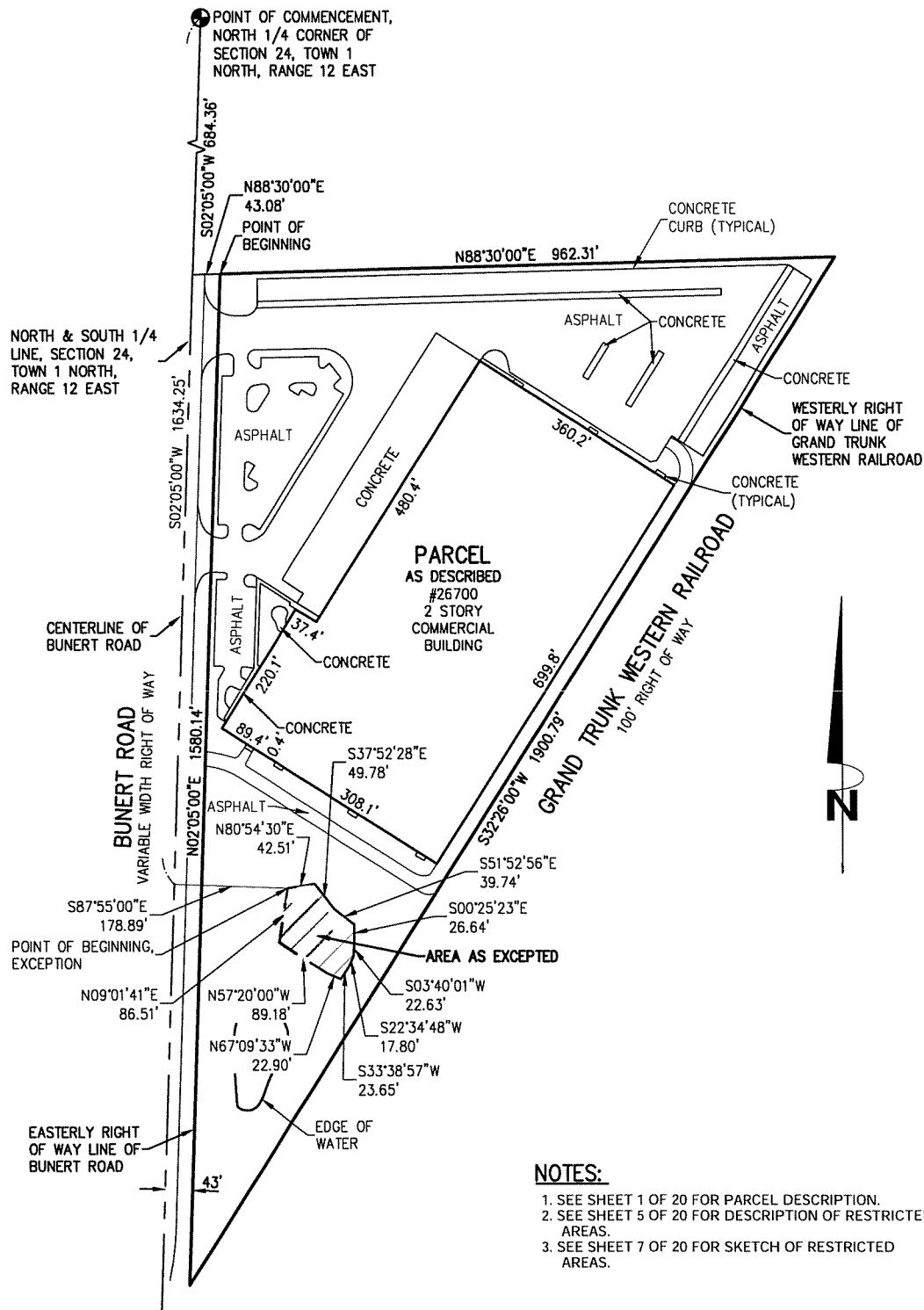
Southfield, MI 48034

Phone: (248) 932-7120

Fax: (248) 932-7124

www.corelandconsulting.com

## DETAIL OF EXCEPTION 2 OF 2 TO RESTRICTED AREA D



## EXHIBIT

26700 Bunert Road, Warren, MI

Client: PM Environmental

Date: 02/12/2018

Drawn By: NEM

Scale: 1" = 200'

Project No: 2978-130

Revision No:

Sheet 11 of 20



## CORE LAND CONSULTING

PROFESSIONAL SURVEYING

29425 Northwestern Hwy., Suite 320

Southfield, MI 48034

Phone: (248) 932-7120

Fax: (248) 932-7124

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RESTRICTED AREAS I THROUGH M

BEING A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN DESCRIBED AS:

AREA I:  
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE, ALONG THE NORTH AND SOUTH QUARTER LINE, S02°05'00"W, 808.77 FEET; THENCE S87°55'00"E, 43.00 FEET TO THE EASTERLY LINE OF BUNERT ROAD (VARIABLE WIDTH RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 16.48 FEET, A RADIUS OF 40.00 FEET, AND A CHORD BEARING N79°53'04"E, 16.37 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 14.92 FEET, A RADIUS OF 9.50 FEET, AND A CHORD BEARING S42°55'01"E, 13.44 FEET; THENCE S02°05'00"W, 19.16 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 7.85 FEET, A RADIUS OF 5.00 FEET, AND A CHORD BEARING S47°05'00"W, 7.07 FEET; THENCE N87°55'00"W, 12.70 FEET; THENCE S02°05'00"W, 231.58 FEET; THENCE S87°55'00"E, 11.41 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 7.85 FEET, A RADIUS OF 5.00 FEET, AND A CHORD BEARING S42°55'00"E, 7.07 FEET; THENCE S02°05'00"W, 6.71 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 14.92 FEET, A RADIUS OF 9.50 FEET, AND A CHORD BEARING S47°05'00"W, 13.44 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 15.25 FEET, A RADIUS OF 35.00 FEET, AND A CHORD BEARING N74°24'20"W, 15.12 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF BUNERT ROAD; THENCE, ALONG SAID EASTERLY LINE, N02°05'00"E, 279.46 FEET TO THE POINT OF BEGINNING. HAVING AN AVERAGE SURFACE ELEVATION OF ±623.0 FEET NAVD88. CONTAINING ±3,091 SQUARE FEET OF LAND.

TOGETHER WITH

AREA J:  
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE, ALONG THE NORTH AND SOUTH QUARTER LINE, S02°05'00"W, 797.92 FEET; THENCE S87°55'00"E, 101.90 FEET TO THE POINT OF BEGINNING; THENCE N88°43'06"E, 101.45 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 107.96 FEET, A RADIUS OF 50.00 FEET, AND A CHORD BEARING S29°25'27"E, 88.18 FEET; THENCE S32°26'00"W, 242.10 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 30.49 FEET, A RADIUS OF 40.00 FEET, AND A CHORD BEARING S54°16'12"W, 29.76 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 18.50 FEET, A RADIUS OF 10.00 FEET, AND A CHORD BEARING N50°54'18"W, 15.97 FEET; THENCE N02°05'00"E, 5.44 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 22.06 FEET, A RADIUS OF 10.50 FEET, AND A CHORD BEARING N62°15'30"E, 18.22 FEET; THENCE S57°34'00"E, 12.55 FEET; THENCE N32°26'00"E, 249.86 FEET; THENCE N57°34'00"W, 15.41 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 9.37 FEET, A RADIUS OF 5.00 FEET, AND A CHORD BEARING N03°53'45"W, 8.06 FEET; THENCE N49°46'29"E, 12.58 FEET; THENCE N38°30'11"W, 30.05 FEET; THENCE S51°45'09"W, 11.33 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 11.08 FEET, A RADIUS OF 5.00 FEET, AND A CHORD BEARING N64°45'53"W, 8.95 FEET; THENCE N01°16'54"W, 13.48 FEET; THENCE S88°43'06"W, 91.26 FEET; THENCE S01°16'54"E, 11.59 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 9.69 FEET, A RADIUS OF 5.00 FEET, AND A CHORD BEARING S55°30'10"W, 8.24 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 13.84 FEET, A RADIUS OF 30.00 FEET, AND A CHORD BEARING N50°47'53"W, 13.71 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 26.71 FEET, A RADIUS OF 12.00 FEET, AND A CHORD BEARING N24°57'32"E, 21.53 FEET TO THE POINT OF BEGINNING. HAVING AN AVERAGE SURFACE ELEVATION OF ±623.5 FEET NAVD88. CONTAINING ±6,094 SQUARE FEET OF LAND.

TOGETHER WITH

AREA K:  
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE, ALONG THE NORTH AND SOUTH QUARTER LINE, S02°05'00"W, 866.98 FEET; THENCE S87°55'00"E, 91.45 FEET TO THE POINT OF BEGINNING; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 20.61 FEET, A RADIUS OF 15.00 FEET, AND A CHORD BEARING N41°26'48"E, 19.03 FEET; THENCE N80°48'35"E, 10.26 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 21.82 FEET, A RADIUS OF 9.50 FEET, AND A CHORD BEARING S33°22'42"E, 17.33 FEET; THENCE S32°26'00"W, 27.74 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 25.47 FEET, A RADIUS OF 9.75 FEET, AND A CHORD BEARING N72°44'30"W, 18.82 FEET; THENCE N02°05'00"E, 16.42 FEET TO THE POINT OF BEGINNING. HAVING AN AVERAGE SURFACE ELEVATION OF ±624.5 FEET NAVD88. CONTAINING ±1,033 SQUARE FEET OF LAND.

TOGETHER WITH

AREA L:  
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE, ALONG THE NORTH AND SOUTH QUARTER LINE, S02°05'00"W, 846.33 FEET; THENCE S87°55'00"E, 170.59 FEET TO THE POINT OF BEGINNING; THENCE N88°43'06"E, 18.85 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 17.83 FEET, A RADIUS OF 9.00 FEET, AND A CHORD BEARING S34°31'09"E, 15.06 FEET; THENCE S22°14'36"W, 5.32 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 6.99 FEET, A RADIUS OF 4.00 FEET, AND A CHORD BEARING S72°20'18"W, 6.14 FEET; THENCE N57°34'00"W, 16.09 FEET; THENCE S32°26'00"W, 9.94 FEET; THENCE N57°34'00"W, 14.43 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 7.64 FEET, A RADIUS OF 4.00 FEET, AND A CHORD BEARING N02°51'04"W, 6.53 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 12.86 FEET, A RADIUS OF 20.00 FEET, AND A CHORD BEARING N70°17'29"E, 12.64 FEET TO THE POINT OF BEGINNING. HAVING AN AVERAGE SURFACE ELEVATION OF ±623.4 FEET NAVD88. CONTAINING ±582 SQUARE FEET OF LAND.

TOGETHER WITH

AREA M:  
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE, ALONG THE NORTH AND SOUTH QUARTER LINE, S02°05'00"W, 976.92 FEET; THENCE S87°55'00"E, 91.33 FEET TO THE POINT OF BEGINNING; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 10.50 FEET, A RADIUS OF 5.00 FEET, AND A CHORD BEARING N62°15'30"E, 8.68 FEET; THENCE S57°34'00"E, 8.71 FEET; THENCE S32°26'00"W, 20.29 FEET; THENCE S57°34'00"E, 15.46 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 10.29 FEET, A RADIUS OF 5.00 FEET, AND A CHORD BEARING S01°23'47"W, 8.57 FEET; THENCE S60°21'34"W, 7.09 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 17.00 FEET, A RADIUS OF 8.00 FEET, AND A CHORD BEARING N58°46'43"W, 13.98 FEET; THENCE N02°05'00"E, 30.89 FEET TO THE POINT OF BEGINNING. HAVING AN AVERAGE SURFACE ELEVATION OF ±624.0 FEET NAVD88. CONTAINING ±539 SQUARE FEET OF LAND.

NOTES:

- 1. SEE SHEET 1 OF 20 FOR PARCEL DESCRIPTION.
- 2. SEE SHEET 13 OF 20 FOR SKETCH OF RESTRICTED AREAS.
- 3. SEE SHEET 14 OF 20 FOR DETAIL OF RESTRICTED AREAS.

EXHIBIT	
26700 Bunert Road, Warren, MI	
Client: PM Environmental	
Date: 02/12/2018	Project No: 2978-130
Drawn By: NEM	Revision No:
Scale:	Sheet 12 of 20



CORE LAND CONSULTING

PROFESSIONAL SURVEYING

29425 Northwestern Hwy., Suite 320

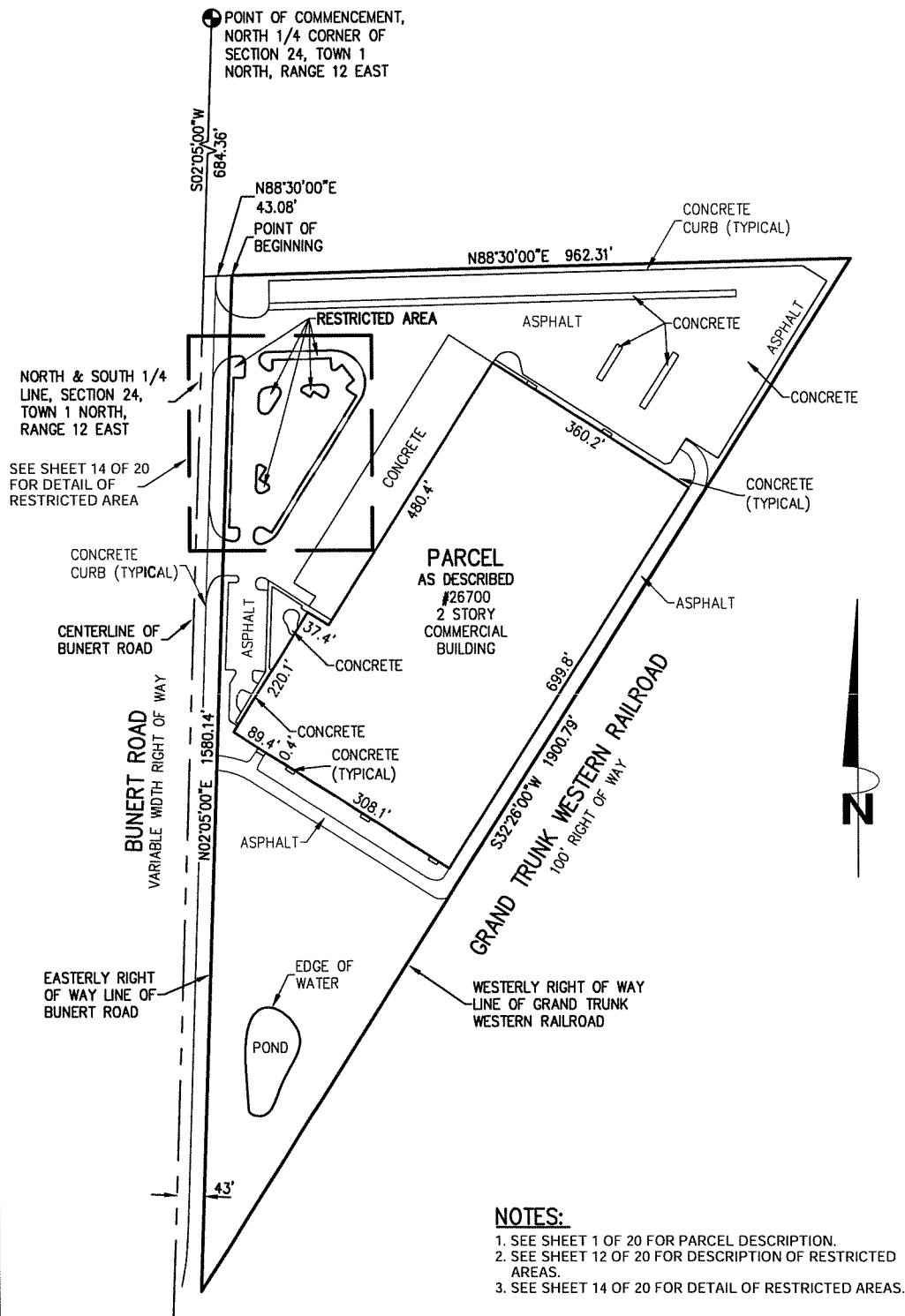
Southfield, MI 48034

Phone: (248) 932-7120

Fax: (248) 932-7124

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# SKETCH OF RESTRICTED AREAS I THROUGH M



## EXHIBIT

26700 Bunert Road, Warren, MI

Client: PM Environmental

Date: 02/12/2018

Drawn By: NEM

Scale: 1" = 200'

Project No: 2978-130

Revision No:

Sheet 13 of 20



## CORE LAND CONSULTING

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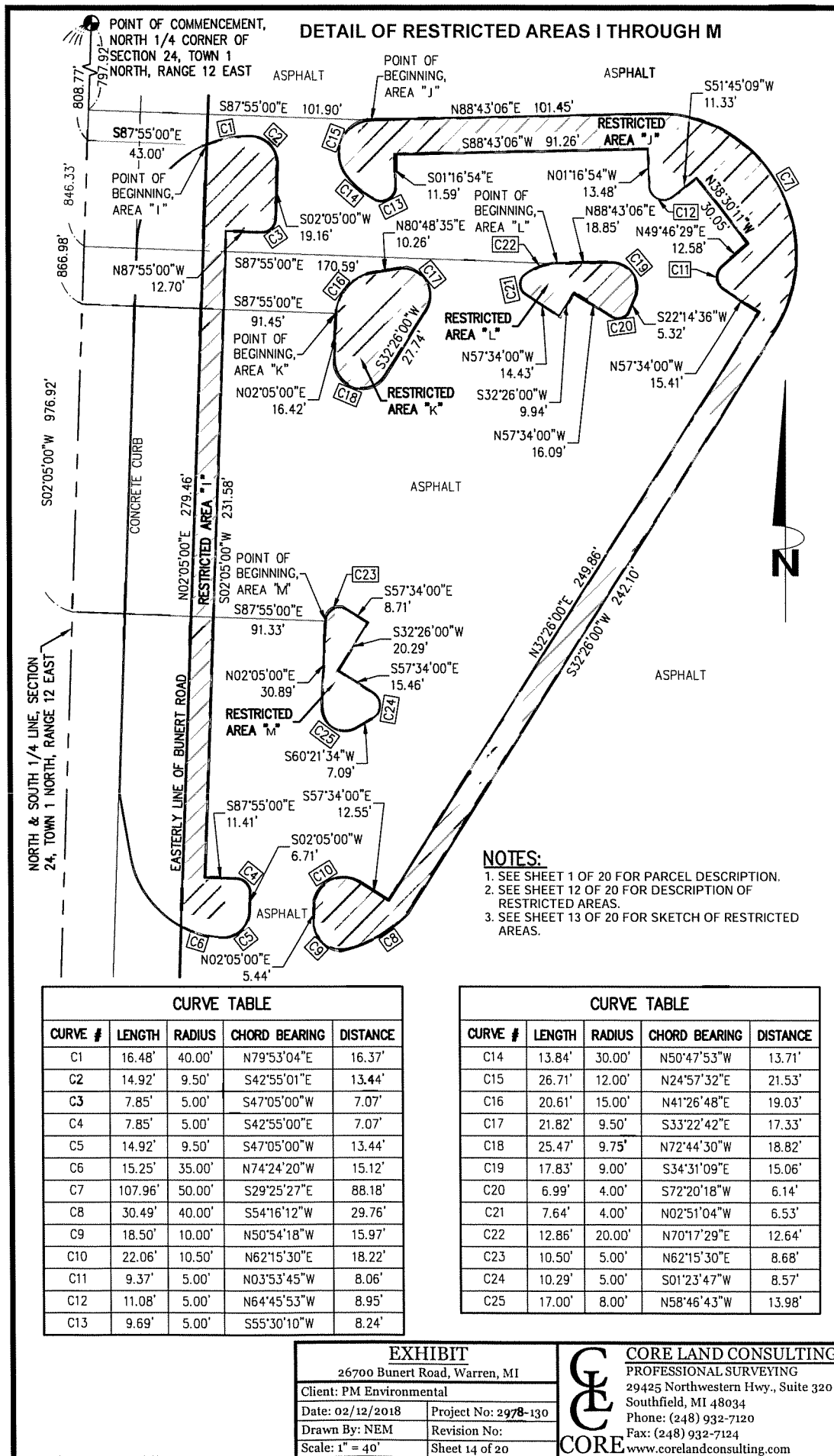
29425 Northwestern Hwy., Suite 320

Southfield, MI 48034

Phone: (248) 932-7120

Fax: (248) 932-7124

www.corelandconsulting.com



RESTRICTED AREA N

BEING A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE, ALONG THE NORTH AND SOUTH QUARTER LINE, S02°05'00"W, 739.28 FEET; THENCE S87°55'00"E, 43.00 FEET TO THE EASTERLY LINE OF BUNERT ROAD (VARIABLE WIDTH RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE, ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 24.77 FEET, A RADIUS OF 45.00 FEET, AND A CHORD BEARING S73°39'02"E, 24.46 FEET; THENCE S89°25'06"E, 16.69 FEET; THENCE, ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 31.90 FEET, A RADIUS OF 20.00 FEET, AND A CHORD BEARING N44°53'28"E, 28.62 FEET; THENCE N00°47'59"W, 36.36 FEET; THENCE N88°30'00"E, 830.76 FEET; THENCE S57°34'00"E, 44.33 FEET; THENCE S31°53'52"W, 322.45 FEET; THENCE N57°34'00"W, 58.18 FEET; THENCE S32°26'00"W, 3.30 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 100.68 FEET, A RADIUS OF 54.42 FEET, AND A CHORD BEARING S15°55'23"E, 86.93 FEET; THENCE S32°25'16"W, 741.85 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 23.14 FEET, A RADIUS OF 22.55 FEET, AND A CHORD BEARING N84°47'50"W, 22.14 FEET; THENCE N57°35'38"W, 332.21 FEET; THENCE, ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 59.64 FEET, A RADIUS OF 129.50 FEET, AND A CHORD BEARING N70°47'17"W, 59.12 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF BUNERT ROAD; THENCE, ALONG SAID EASTERLY RIGHT OF WAY LINE, N02°05'00"E, 22.68 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 60.47 FEET, A RADIUS OF 120.00 FEET, AND A CHORD BEARING S72°01'46"E, 59.83 FEET; THENCE S57°35'38"E, 328.32 FEET; THENCE, ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 21.20 FEET, A RADIUS OF 13.50 FEET, AND A CHORD BEARING N77°25'11"E, 19.09 FEET; THENCE N32°26'00"E, 729.05 FEET; THENCE, ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 58.43 FEET, A RADIUS OF 38.46 FEET, AND A CHORD BEARING N23°45'11"W, 52.97 FEET; THENCE S32°26'00"W, 32.29 FEET; THENCE N57°34'00"W, 267.56 FEET; THENCE N12°40'17"W, 18.53 FEET; THENCE, ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 48.26 FEET, A RADIUS OF 20.50 FEET, AND A CHORD BEARING N80°07'08"W, 37.86 FEET; THENCE S32°26'00"W, 8.54 FEET; THENCE N57°34'00"W, 0.80 FEET; THENCE S32°26'00"W, 480.30 FEET; THENCE N57°34'00"W, 49.55 FEET; THENCE N32°26'00"E, 3.83 FEET; THENCE N57°34'00"W, 56.54 FEET; THENCE S02°05'00"W, 127.91 FEET; THENCE S57°34'00"E, 4.22 FEET; THENCE S32°26'00"W, 102.64 FEET; THENCE N55°41'47"W, 13.35 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 5.56 FEET, A RADIUS OF 5.50 FEET, AND A CHORD BEARING N26°42'42"W, 5.33 FEET; THENCE N02°05'00"E, 54.07 FEET; THENCE N31°22'45"E, 17.48 FEET; THENCE, ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 8.33 FEET, A RADIUS OF 4.00 FEET, AND A CHORD BEARING N28°16'07"W, 6.90 FEET, THENCE N87°55'00"W, 12.23 FEET; THENCE N02°05'00"E, 135.88 FEET; THENCE S87°55'00"E, 10.99 FEET; THENCE, ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 16.22 FEET, A RADIUS OF 5.16 FEET, AND A CHORD BEARING N02°05'00"E, 10.33 FEET; THENCE N87°55'00"W, 19.74 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE, ALONG SAID EASTERLY RIGHT OF WAY LINE, N02°05'00"E, 56.99 FEET; THENCE, ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 15.25 FEET, A RADIUS OF 35.00 FEET, AND A CHORD BEARING S74°24'20"E, 15.12 FEET; THENCE, ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 14.92 FEET, A RADIUS OF 9.50 FEET, AND A CHORD BEARING N47°05'00"E, 13.44 FEET; THENCE N02°05'00"E, 6.71 FEET; THENCE, ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 7.85 FEET, A RADIUS OF 5.00 FEET, AND A CHORD BEARING N42°55'00"W, 7.07 FEET; THENCE, N87°55'00"W, 11.41 FEET; THENCE N02°05'00"E, 231.58 FEET; THENCE S87°55'00"E, 12.70 FEET; THENCE, ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 7.85 FEET, A RADIUS OF 5.00 FEET, AND A CHORD BEARING N47°05'00"E, 7.07 FEET; THENCE N02°05'00"E, 19.16 FEET; THENCE, ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 14.92 FEET, A RADIUS OF 9.50 FEET, AND A CHORD BEARING N42°55'01"W, 13.44 FEET; THENCE, ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 16.48 FEET, A RADIUS OF 40.00 FEET, AND A CHORD BEARING S79°53'04"W, 16.37 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE, ALONG SAID EASTERLY RIGHT OF WAY LINE, N02°05'00"E, 69.49 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM

A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE, ALONG THE NORTH AND SOUTH QUARTER LINE, S02°05'00"W, 797.92 FEET; THENCE S87°55'00"E, 101.90 FEET TO THE POINT OF BEGINNING; THENCE N88°43'06"E, 101.45 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 107.96 FEET, A RADIUS OF 50.00 FEET, AND A CHORD BEARING S29°25'27"E, 88.18 FEET; THENCE S32°26'00"W, 242.10 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 30.49 FEET, A RADIUS OF 40.00 FEET, AND A CHORD BEARING S54°16'12"W, 29.76 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 18.50 FEET, A RADIUS OF 10.00 FEET, AND A CHORD BEARING N50°54'18"W, 15.97 FEET; THENCE N02°05'00"E, 5.44 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 22.06 FEET, A RADIUS OF 10.50 FEET, AND A CHORD BEARING N62°15'30"E, 18.22 FEET; THENCE S57°34'00"E, 12.55 FEET; THENCE N32°26'00"E, 249.86 FEET; THENCE N57°34'00"W, 15.41 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 9.37 FEET, A RADIUS OF 5.00 FEET, AND A CHORD BEARING N03°53'45"W, 8.06 FEET; THENCE N49°46'29"E, 12.58 FEET; THENCE N38°30'11"W, 30.05 FEET; THENCE S51°45'09"W, 11.33 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 11.08 FEET, A RADIUS OF 5.00 FEET, AND A CHORD BEARING N64°45'53"W, 8.95 FEET; THENCE N01°16'54"W, 13.48 FEET; THENCE S88°43'06"W, 91.26 FEET; THENCE S01°16'54"E, 11.59 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 9.69 FEET, A RADIUS OF 5.00 FEET, AND A CHORD BEARING S55°30'10"W, 8.24 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 13.84 FEET, A RADIUS OF 30.00 FEET, AND A CHORD BEARING N50°47'53"W, 13.71 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 26.71 FEET, A RADIUS OF 12.00 FEET, AND A CHORD BEARING N24°57'32"E, 21.53 FEET TO THE POINT OF BEGINNING. HAVING AN AVERAGE SURFACE ELEVATION OF ±623.5 FEET NAVD88. CONTAINING ±6,094 SQUARE FEET OF LAND.

ALSO EXCEPTING THEREFROM

A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE, ALONG THE NORTH AND SOUTH QUARTER LINE, S02°05'00"W, 866.98 FEET; THENCE S87°55'00"E, 91.45 FEET TO THE POINT OF BEGINNING; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 20.61 FEET, A RADIUS OF 15.00 FEET, AND A CHORD BEARING N41°26'48"E, 19.03 FEET; THENCE N80°48'35"E, 10.26 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 21.82 FEET, A RADIUS OF 9.50 FEET, AND A CHORD BEARING S33°22'42"E, 17.33 FEET; THENCE S32°26'00"W, 27.74 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 25.47 FEET, A RADIUS OF 9.75 FEET, AND A CHORD BEARING N72°44'30"W, 18.82 FEET; THENCE N02°05'00"E, 16.42 FEET TO THE POINT OF BEGINNING. HAVING AN AVERAGE SURFACE ELEVATION OF ±624.5 FEET NAVD88. CONTAINING ±1,033 SQUARE FEET OF LAND.

ALSO EXCEPTING THEREFROM

EXHIBIT	
26700 Bunert Road, Warren, MI	
Client: PM Environmental	
Date: 02/12/2018	Project No: 2978-130
Drawn By: NEM	Revision No:
Scale:	Sheet 15 of 20



CORE LAND CONSULTING  
PROFESSIONAL SURVEYING  
29425 Northwestern Hwy., Suite 320  
Southfield, MI 48034  
Phone: (248) 932-7120  
Fax: (248) 932-7124  
www.corelandconsulting.com



**RESTRICTED AREA N** (CONTINUED)  
A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE, ALONG THE NORTH AND SOUTH QUARTER LINE, S02°05'00"W, 846.33 FEET; THENCE S87°55'00"E, 170.59 FEET TO THE POINT OF BEGINNING; THENCE N88°43'06"E, 18.85 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 17.83 FEET, A RADIUS OF 9.00 FEET, AND A CHORD BEARING S34°31'09"E, 15.06 FEET; THENCE S22°14'36"W, 5.32 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 6.99 FEET, A RADIUS OF 4.00 FEET, AND A CHORD BEARING S72°20'18"W, 6.14 FEET; THENCE N57°34'00"W, 16.09 FEET; THENCE S32°26'00"W, 9.94 FEET; THENCE N57°34'00"W, 14.43 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 7.64 FEET, A RADIUS OF 4.00 FEET, AND A CHORD BEARING N02°51'04"W, 6.53 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 12.86 FEET, A RADIUS OF 20.00 FEET, AND A CHORD BEARING N70°17'29"E, 12.64 FEET TO THE POINT OF BEGINNING. HAVING AN AVERAGE SURFACE ELEVATION OF ±623.4 FEET NAVD88. CONTAINING ±582 SQUARE FEET OF LAND.

ALSO EXCEPTING THEREFROM

A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE, ALONG THE NORTH AND SOUTH QUARTER LINE, S02°05'00"W, 976.92 FEET; THENCE S87°55'00"E, 91.33 FEET TO THE POINT OF BEGINNING; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 10.50 FEET, A RADIUS OF 5.00 FEET, AND A CHORD BEARING N62°15'30"E, 8.68 FEET; THENCE S57°34'00"E, 8.71 FEET; THENCE S32°26'00"W, 20.29 FEET; THENCE S57°34'00"E, 15.46 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 10.29 FEET, A RADIUS OF 5.00 FEET, AND A CHORD BEARING S01°23'47"W, 8.57 FEET; THENCE S60°21'34"W, 7.09 FEET; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 17.00 FEET, A RADIUS OF 8.00 FEET, AND A CHORD BEARING N58°46'43"W, 13.98 FEET; THENCE N02°05'00"E, 30.89 FEET TO THE POINT OF BEGINNING. HAVING AN AVERAGE SURFACE ELEVATION OF ±624.0 FEET NAVD88. CONTAINING ±539 SQUARE FEET OF LAND.


ALSO EXCEPTING THEREFROM

A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN DESCRIBED AS:

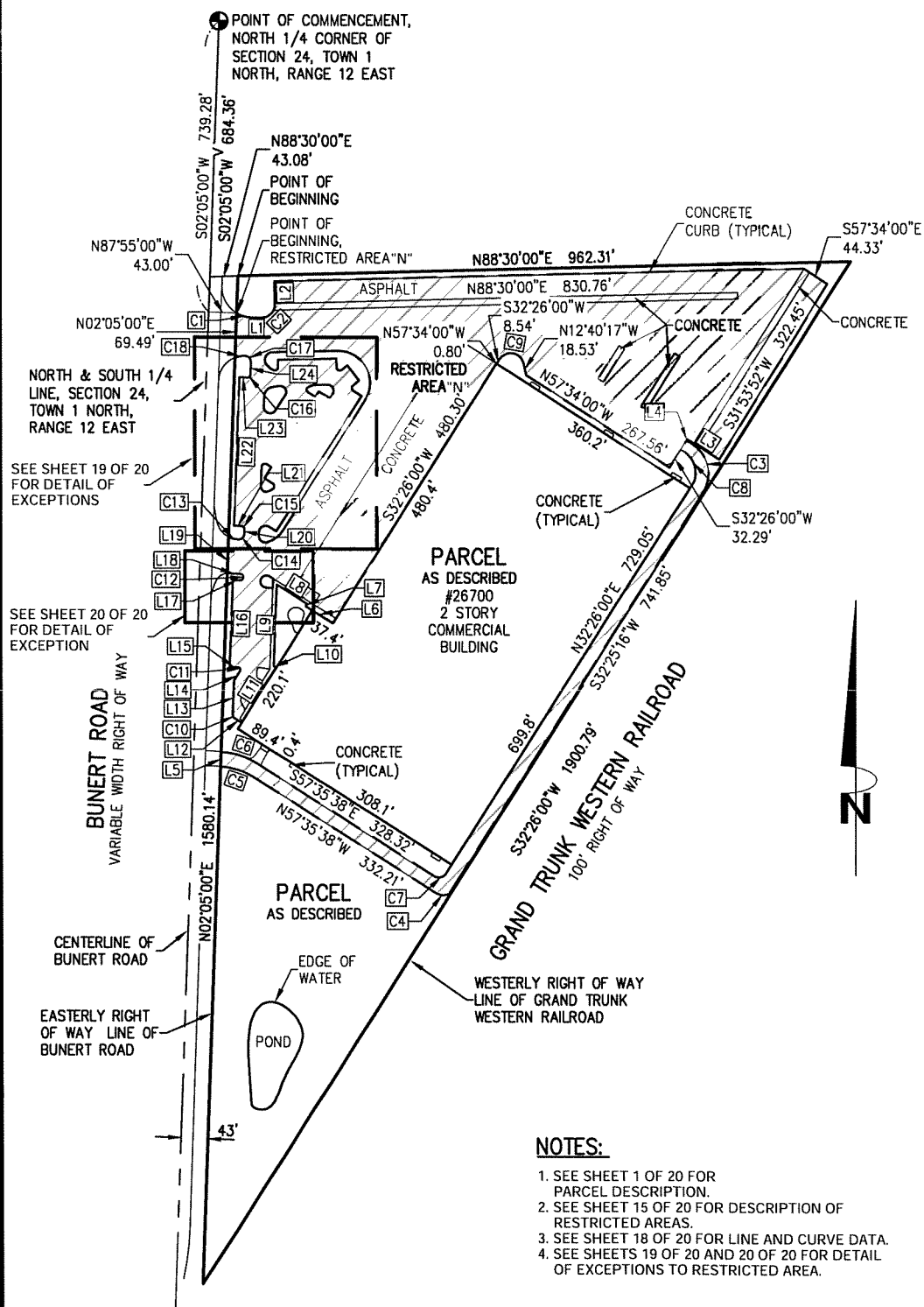
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE, ALONG THE NORTH AND SOUTH QUARTER LINE, S02°05'00"W, 1165.31 FEET; THENCE S87°55'00"E, 104.70 FEET TO THE POINT OF BEGINNING; THENCE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 34.56 FEET, A RADIUS OF 9.50 FEET, AND A CHORD BEARING N18°28'08"E, 18.42 FEET; THENCE S57°19'34"E, 6.01 FEET; THENCE S02°05'00"W, 15.01 FEET; THENCE N85°44'09"W, 10.37 FEET TO THE POINT OF BEGINNING. HAVING AN AVERAGE SURFACE ELEVATION OF ±622.5 FEET NAVD88. CONTAINING ±317 SQUARE FEET OF LAND.

HAVING AN AVERAGE SURFACE ELEVATION OF ±623.7 FEET NAVD88. CONTAINING ±292,936 SQUARE FEET OF LAND.

- NOTES:**
- 1. SEE SHEET 1 OF 20 FOR PARCEL DESCRIPTION.
  - 2. SEE SHEET 17 OF 20 FOR DESCRIPTION OF RESTRICTED AREAS.
  - 3. SEE SHEETS 19 OF 20 AND 20 OF 20 FOR DETAIL OF EXCEPTIONS TO RESTRICTED AREA.

EXHIBIT			CORE LAND CONSULTING
26700 Bunert Road, Warren, MI			PROFESSIONAL SURVEYING
Client: PM Environmental			29425 Northwestern Hwy., Suite 320
Date: 02/12/2018	Project No: 2978-130		Southfield, MI 48034
Drawn By: NEM	Revision No:		Phone: (248) 932-7120
Scale:	Sheet 16 of 20		Fax: (248) 932-7124
		CORE	www.corelandconsulting.com

# SKETCH OF RESTRICTED AREA N



## EXHIBIT

26700 Bunert Road, Warren, MI

Client: PM Environmental

Date: 02/07/2018

Project No: 2978-130

Drawn By: NEM

Revision No:

Scale: 1" = 200'

Sheet 17 of 20



**CORE LAND CONSULTING**  
PROFESSIONAL SURVEYING  
29425 Northwestern Hwy., Suite 320  
Southfield, MI 48034  
Phone: (248) 932-7120  
Fax: (248) 932-7124  
www.corelandconsulting.com


## LINE AND CURVE DATA FOR RESTRICTED AREA N

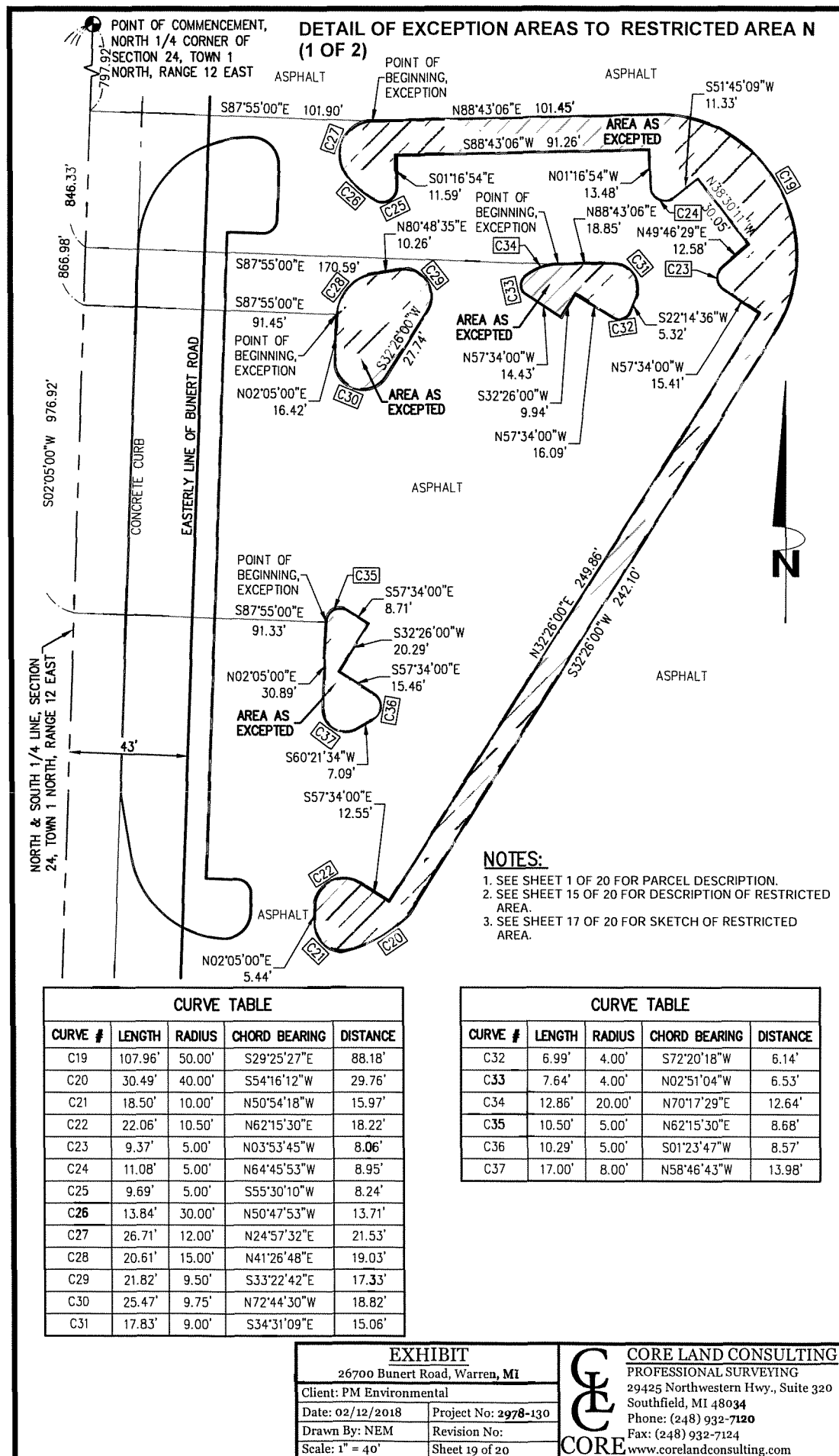
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°25'06"E	16.69'
L2	N00°47'59"W	36.36'
L3	N57°34'00"W	58.18'
L4	S32°26'00"W	3.30'
L5	N02°05'00"E	22.68'
L6	N57°34'00"W	49.55'
L7	N32°26'00"E	3.83'
L8	N57°34'00"W	56.54'
L9	S02°05'00"W	127.91'
L10	S57°34'00"E	4.22'
L11	S32°26'00"W	102.64'
L12	N55°41'47"W	13.35'
L13	N02°05'00"E	54.07'
L14	N31°22'45"E	17.48'
L15	N87°55'00"W	12.23'
L16	N02°05'00"E	135.88'
L17	S87°55'00"E	10.99'
L18	N87°55'00"W	19.74'
L19	N02°05'00"E	56.99'
L20	N02°05'00"E	6.71'
L21	N87°55'00"W	11.41'
L22	N02°05'00"E	231.58'
L23	S87°55'00"E	12.70'
L24	N02°05'00"E	19.16'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	DISTANCE
C1	24.77'	45.00'	S73°39'02"E	24.46'
C2	31.90'	20.00'	N44°53'28"E	28.62'
C3	100.68'	54.42'	S15°55'23"E	86.93'
C4	23.14'	22.55'	N84°47'50"W	22.14'
C5	59.64'	129.50'	N70°47'17"W	59.12'
C6	60.47'	120.00'	S72°01'46"E	59.83'
C7	21.20'	13.50'	N77°25'11"E	19.09'
C8	58.43'	38.46'	N23°45'11"W	52.97'
C9	48.26'	20.50'	N80°07'08"W	37.86'
C10	5.56'	5.50'	N26°42'42"W	5.33'
C11	8.33'	4.00'	N28°16'07"W	6.90'
C12	16.22'	5.16'	N02°05'00"E	10.33'
C13	15.25'	35.00'	S74°24'20"E	15.12'
C14	14.92'	9.50'	N47°05'00"E	13.44'
C15	7.85'	5.00'	N42°55'00"W	7.07'
C16	7.85'	5.00'	N47°05'00"E	7.07'
C17	14.92'	9.50'	N42°55'01"W	13.44'
C18	16.48'	40.00'	S79°53'04"W	16.37'

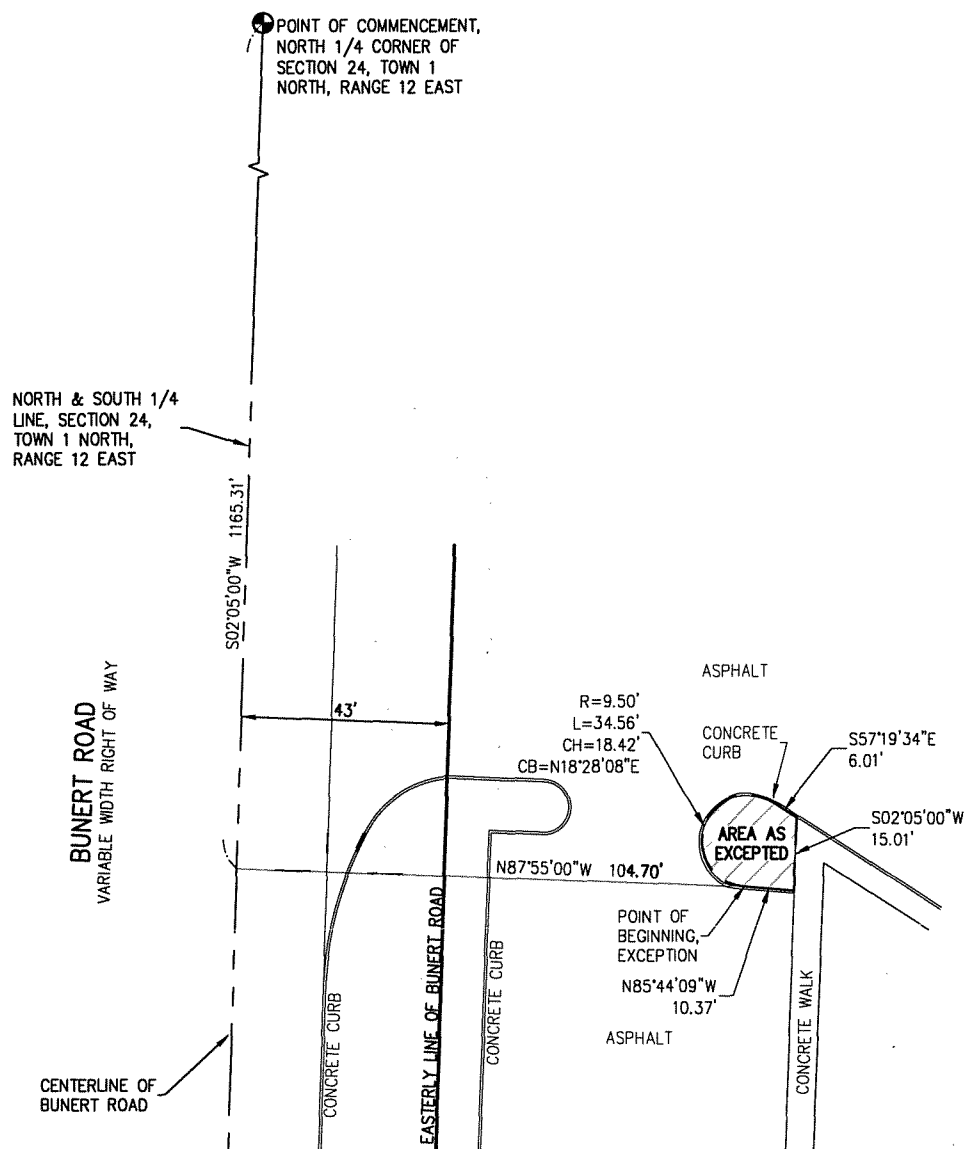
**NOTES:**

1. SEE SHEET 1 OF 20 FOR PARCEL DESCRIPTION.
2. SEE SHEET 15 OF 20 FOR DESCRIPTION OF RESTRICTED AREA.
3. SEE SHEET 17 OF 20 FOR SKETCH OF RESTRICTED AREA.
4. SEE SHEETS 19 OF 20 AND 20 OF 20 FOR DETAIL OF EXCEPTIONS TO RESTRICTED AREA.

<b>EXHIBIT</b>			<b>CORE LAND CONSULTING</b>
26700 Bunert Road, Warren, MI			PROFESSIONAL SURVEYING
Client: PM Environmental			29425 Northwestern Hwy., Suite 320
Date: 02/12/2018	Project No: 2978-130		Southfield, MI 48034
Drawn By: NEM	Revision No:		Phone: (248) 932-7120
Scale:	Sheet 18 of 20		Fax: (248) 932-7124
			<a href="http://www.corelandconsulting.com">www.corelandconsulting.com</a>



## DETAIL OF EXCEPTION AREAS TO RESTRICTED AREA N (2 OF 2)

**NOTES:**

1. SEE SHEET 1 OF 20 FOR PARCEL DESCRIPTION.
2. SEE SHEET 15 OF 20 FOR DESCRIPTION OF RESTRICTED AREA.
3. SEE SHEET 16 OF 20 FOR SKETCH OF RESTRICTED AREA.

EXHIBIT		CORE LAND CONSULTING	
26700 Bunert Road, Warren, MI		PROFESSIONAL SURVEYING	
Client: PM Environmental		29425 Northwestern Hwy., Suite 320	
Date: 02/12/2018	Project No: 2978-130	Southfield, MI 48034	
Drawn By: NEM	Revision No:	Phone: (248) 932-7120	
Scale: 1" = 30'	Sheet 20 of 20	Fax: (248) 932-7124	
		www.corelandconsulting.com	



## **ATTACHMENT D**

### **MONITORING, OPERATION, MAINTENANCE, AND OVERSIGHT**

The existing surface barriers (building foundation, asphalt and concrete pavement, and clean imported soil with/without geotextile fabric section) depicted on the survey exhibit included in this attachment will be maintained as a barrier to dermal contact with impacted soils. The exterior areas are watered regularly via an onsite sprinkler system. These areas will be visually inspected at intervals specific to the type of barrier: biannually for non-paved areas and annually for paved areas. Any cracks, significant pitting, or other damage that results in a perforation of the concrete or asphalt surface cover will be repaired or replaced with an equivalent cover within 14 days (weather permitting) of the initial inspection. Similarly, any degradation of the soil cover, landscaping, or erosion, divots, holes, burrows, settlement, or exposure of the geotextile demarcation barrier (i.e., black landscaping fabric) that results in exposure of underlying soils will be repaired or replaced with an equivalent cover within 14 days (weather permitting) of the initial inspection.

Documentation of the inspections and any associated repair activities will be maintained by Lex Warren LP and submitted to EGLE, as required under this Agreement.

## **Operation and Maintenance Plan for Exposure Barriers 26700 Bunert Road, Warren, Michigan**

### **Instructions:**

The inspection of the exposure barriers must be conducted at the intervals identified below which are specific to the type of barrier in place. Each inspection must include a walkthrough of the subject property to document the condition of the surface cover present, photographs of each surface barrier area (see attached log), whether repairs are needed to ensure that dermal contact with underlying soils does not occur, and to document the actions taken to repair or replace the surface cover, including the timeline for repair replacement following identification of an issue. Records of the inspections must be maintained by Lex Warren LP for the duration of its ownership of the subject property.

The surface cover on the subject property consists of the components depicted on Figure 3.

The surface cover on the subject property should be inspected for the following conditions with the results recorded on the inspection log included on Page 2:

**Paved Surface Cover Areas:** On an annual basis (i.e., April) inspect and record the condition of paved surface cover, including the areas of concrete and asphalt paved surface cover and building slab for pitting or cracks through which impacted subsurface soils could be readily accessed.

If such conditions are identified, the pitting or cracks must be repaired with an equivalent surface cover. Records of any repairs must be included on the attached log.

**Non-paved Surface Cover Areas:** On a biannual basis (i.e., April and October), inspect and record the condition of non-paved surface cover in the impacted area, including grass and landscaped areas, for patches of exposed soils indicating that the integrity of the surface cover is incomplete.

If such conditions are identified, the patches must be repaired with an equivalent surface cover. Records of any repairs must be included on the attached log.

If repair/replacement of paved and non-paved surface cover areas is not feasible within a reasonable timeframe, the area(s) must be temporarily covered until a permanent repair/replacement is installed. Records of any temporary repairs or surface cover installation must be included on the attached log.

Inspection Form for Exposure Barriers  
26700 Bunert Road, Warren, Michigan

Provide further description and comments, if necessary, on a separate sheet of paper and attach to this sheet. **Any item that receives “yes” as an answer must be described and addressed.**

Dermal Contact Exposure Barrier Type	Y	N	Date of Inspection, Description & Comments, Summary of Actions Taken
<b>Areas of Non-Paved Surface Cover</b>			
<i>Are surface features missing or damaged (6" diameter or greater) such that underlying soils are exposed, or are conditions apparent that indicate that the thickness of non-paved exposure barriers (i.e., 4" to 6" inches of clean soil cover underlain by a geotextile demarcation barrier or 10" to 12" of soil cover with sod or landscaping surface present, as depicted on Figure 3) has been significantly reduced (i.e., erosion, surface depressions, etc.)?</i>			
Area A			
Area B			
Area D			
Area E			
Area F			
Area G			
Area H			



**Inspection Form for Exposure Barriers  
26700 Bunert Road, Warren, Michigan**

Area I			
Area J			
Area K			
Area L			
Area M			
<b>Areas of Pavement or Building Foundation Cover</b>			
<i>Are any paved exposure barriers pitted, cracked, or damaged (6" diameter or greater) such that underlying soils are exposed, or are conditions apparent that indicate that the thickness of paved exposure barriers (i.e., 4" to 6" asphalt and concrete pavement comprising the parking lot and walkways or 6" concrete building slab, as depicted on Figure 3) has been significantly reduced?</i>			
Area C			
Area N			

**Additional Remarks:**

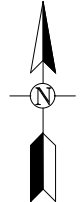
**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_




**LEGEND:**


- SUBJECT PROPERTY
- WATER
- PROJECTED GAS LINE
- SANITARY SEWER
- STORM SEWER
- RAIL ROAD TRACKS
- SURFICIAL SOIL SAMPLE WITH LEAD CONCENTRATIONS EXCEEDING NONRESIDENTIAL DIRECT CONTACT CLEANUP CRITERIA
- AREAS A AND B: FOUR TO SIX-INCHES OF CLEAN SOIL COVER UNDERLAIN BY A GEOTEXTILE DEMARCATION BARRIER
- AREA C: THE SIX-INCH THICK CONCRETE BUILDING SLAB
- AREAS D THROUGH H: 10 TO 12-INCH THICK CLEAN SOIL COVER WITH A SOD OR LANDSCAPING SURFACE PRESENT
- AREAS I THROUGH M: FOUR TO SIX-INCH OF CLEAN SOIL COVER UNDERLAIN BY A GEOTEXTILE DEMARCATION BARRIER
- AREA N: THE FOUR TO SIX-INCH ASPHALT AND CONCRETE SURFACE PAVEMENT COMPRISING PARKING LOT AND WALKWAY AREA
- TRENCH PLUG





**FIGURE 3**  
DIRECT CONTACT EXPOSURE BARRIERS MAP

PROJ: WAREHOUSE PROPERTY 26700 BUNERT ROAD WARREN, MI		
THIS IS NOT A LEGAL SURVEY	DRN BY: KS	DATE: 9/25/2018
VERIFY SCALE	CHKD BY: AG	SCALE: 1" = 180'
IF NOT 1" ON THIS SHEET, ADJUST SCALES ACCORDINGLY.		
FILE NAME: 01-7775-0-004F00R00		

	<p><b>Photographs From Surface Barrier Inspection</b> <b>PM Project No. 01-7775-0-0004</b> <b>Location: 26700 Bunert Road, Warren, Michigan</b></p>
<p><b>Photograph 1</b></p>	
	<p>View of Area A</p>
<p><b>Photograph 2</b></p>	
	<p>View of Area B</p>

	<p><b>Photographs From Surface Barrier Inspection</b> <b>PM Project No. 01-7775-0-0004</b> <b>Location: 26700 Bunert Road, Warren, Michigan</b></p>
<p><b>Photograph 3</b></p>	
	<p>View of Area C</p>
<p><b>Photograph 4</b></p>	
	<p>View of Area D</p>

	<p><b>Photographs From Surface Barrier Inspection</b> <b>PM Project No. 01-7775-0-0004</b> <b>Location: 26700 Bunert Road, Warren, Michigan</b></p>	
<p><b>Photograph 5</b></p>		
	<p>View of additional Area D</p>	
<p><b>Photograph 6</b></p>		
	<p>View of Area E</p>	

	<p><b>Photographs From Surface Barrier Inspection</b> <b>PM Project No. 01-7775-0-0004</b> <b>Location: 26700 Bunert Road, Warren, Michigan</b></p>	
<p><b>Photograph 7</b></p>		
	<p>View of Area F</p>	
<p><b>Photograph 8</b></p>		
	<p>View of additional Area F</p>	




**Photographs From Surface Barrier Inspection**  
**PM Project No. 01-7775-0-0004**  
**Location: 26700 Bunert Road, Warren, Michigan**

**Photograph 9**

View of Area G

**Photograph 10**

View of Area H

	<p><b>Photographs From Surface Barrier Inspection</b> <b>PM Project No. 01-7775-0-0004</b> <b>Location: 26700 Bunert Road, Warren, Michigan</b></p>	
<p><b>Photograph 11</b></p>		
	<p>View of Area I</p>	
<p><b>Photograph 12</b></p>		
	<p>View of Area J</p>	





**Photographs From Surface Barrier Inspection**  
**PM Project No. 01-7775-0-0004**  
**Location: 26700 Bunert Road, Warren, Michigan**

**Photograph 13**

View of Area K

**Photograph 14**

View of Area L




**Photographs From Surface Barrier Inspection**  
**PM Project No. 01-7775-0-0004**  
**Location: 26700 Bunert Road, Warren, Michigan**


**Photograph 15**

View of Area M

**Photograph 16**

View of Area N

	<p><b>Photographs From Surface Barrier Inspection</b> <b>PM Project No. 01-7775-0-0004</b> <b>Location: 26700 Bunert Road, Warren, Michigan</b></p>	
<p><b>Photograph 17</b></p>		
<p><b>Photograph 18</b></p>		

	<p><b>Photographs From Surface Barrier Inspection</b> <b>PM Project No. 01-7775-0-0004</b> <b>Location: 26700 Bunert Road, Warren, Michigan</b></p>
<p><b>Photograph 19</b></p>	