THE UNITED STATES DEPARTMENT OF JUSTICE,
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 5, AND
THE STATE OF MICHIGAN

V-W-18-C-012

IN THE MATTER OF:

McLouth Steel Facility
Trenton and Riverview, Michigan

MSC Land Company, LLC

Purchaser

Proceeding Under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675, The Solid Waste Disposal Act, 42 U.S.C. §§ 9601-9675, and Michigan Natural Resources and Environmental Protection Act, 451 PA 1994, Part 111

CERCLA Docket No. _____

ADMINISTRATIVE SETTLEMENT AGREEMENT AND COVENANT NOT TO SUE

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Covenant Not to Sue ("Settlement") is entered into voluntarily by the United States, on behalf of the Environmental Protection Agency ("EPA"), the State of Michigan (the "State"), through the Michigan Department of Environmental Quality ("MDEQ"), MSC Land Company, LLC ("MSC" or "Purchaser"), and Purchaser's Related Party. Collectively these entities are referred to as the "Parties." This Settlement relates to the property located at 1491 West Jefferson Avenue, Trenton, Michigan (the "Property"), further described with a legal description, and depicted in Appendix A, which consists of approximately 183 acres and is a part of the former approximately 273-acre McLouth Steel Facility ("Facility"). The additional parcels that comprise the Facility are set forth in Appendix B. This Settlement sets forth rights and responsibilities of the Parties, and, among other things, provides covenants not to sue by the Parties.

2. This Settlement is entered into pursuant to the authority of the Attorney General to compromise and settle claims of the United States. This Settlement is entered into and issued under the authority vested in the President of the United States by the following statutes: Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601 *et seq.*; and the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq.* This Settlement is further entered into under the Michigan Natural Resources and Environmental Protection Act ("NREPA"), 451 PA 1994, as amended), Part 111 (Hazardous Waste Management), MCL § 324.11101 *et seq.*, Part 201 (Environmental Remediation), MCL § 324.20101 *et seq.* and Part 213 (Leaking Underground Storage Tanks)), MCL § 324.21301 *et seq.* The Purchaser and Purchaser's Related Party consent to and will not contest the authority and jurisdiction of the United States and the State to enter into this Settlement and enforce its provisions.

3. EPA has notified the State of this action and the State has elected to participate as a party to this Settlement.

4. Purchaser and Purchaser's Related Party represent that, to the best of their knowledge and belief, neither is liable under CERCLA Section 107(a) with respect to the Facility as of the date they signed this Settlement. One of the purposes of this Settlement is to resolve, subject to the reservations and limitations contained in Section XVIII (Reservations of Rights by United States and the State), any potential liability of the Purchaser and Purchaser's Related Party under CERCLA, RCRA, and NREPA for the Existing Contamination as defined in Paragraph 10 below. Such potential liability might otherwise result from Purchaser becoming the owner of the Property and, pursuant to this Settlement, performing Work at the Property.

5. The Parties recognize that this Settlement has been negotiated in good faith and that the actions undertaken by Purchaser in accordance with this Settlement do not constitute an admission of any liability under federal or state law. The Parties agree that Purchaser and Purchaser's Related Party do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement, the validity of the statement of facts and determinations in Section IV (Statement of Facts) and Section V

(Determinations) of this Settlement. Purchaser and Purchaser's Related Party agree to comply with and be bound by the terms of this Settlement and further agree that neither will contest the basis or validity of this Settlement or its terms. By agreeing to be named as Purchaser's Related Party in this Settlement, the entity so identified neither admits nor agrees that it has any liability under federal or state law for environmental conditions at, under, or from the Property.

6. The Parties agree that the resolution of the potential liability herein, in exchange for the commitments made in this Settlement, is in the interests of the public and local communities in which the Property is located, as it will facilitate a response to environmental conditions at, and provide for the beneficial redevelopment of, the Property.

II. PARTIES BOUND

7. This Settlement is binding upon and inures to the benefit of the United States, on behalf of the EPA, the State, Purchaser and its successors and assigns, and Purchaser's Related Party and its successors and assigns. Any change in ownership or corporate status of Purchaser or Purchaser's Related Party including, but not limited to, any transfer of assets or real or personal property shall not alter Purchaser's or Purchaser's Related Party's responsibilities under this Settlement. Any Transfer of the Property shall not alter Purchaser's responsibilities under this Settlement, except with the express written approval of the United States and the State.

8. Each undersigned representative of Purchaser certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement and to execute and legally bind such Party to this Settlement. Each undersigned representative of the Purchaser's Related Party certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement and to execute and legally bind the Purchaser's Related Party to the commitments of the Purchaser's Related Party set forth in this Settlement.

9. Purchaser shall provide a copy of this Settlement to each contractor hired to perform the Work required by this Settlement and to each person representing Purchaser with respect to the Work, and shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this Settlement. Purchaser or its contractors shall provide written notice of the Settlement to all subcontractors hired to perform any portion of the Work required by this Settlement. Purchaser shall nonetheless be responsible for ensuring that its contractors and subcontractors perform the Work in accordance with the terms of this Settlement.

III. DEFINITIONS

10. Unless otherwise expressly provided in this Settlement, terms used in this Settlement that are defined in CERCLA, RCRA, TSCA or NREPA, or in regulations promulgated under CERCLA, RCRA, TSCA or NREPA, shall have the meaning assigned to them in CERCLA, RCRA, TSCA or NREPA or in such regulations. Whenever terms listed below are used in this Settlement or its attached appendices, the following definitions shall apply:

"Action Memorandum" shall mean the EPA Action Memorandum relating to the Property signed on , 2018, by the Superfund Division Director, EPA Region 5, and all attachments thereto. The "Action Memorandum" is attached as Appendix E.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

"Day" or "day" shall mean a calendar day. In computing any period of time under this Settlement, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

"Demolition Requirement" shall mean (i) the demolition to grade of the buildings and structures identified in Appendix C (the "Structures") in compliance with applicable emission standards set forth at Mich. Admin. Code R § 336.1942, and 40 C.F.R. Part 61, Subpart M, which has been delegated to MDEQ for the enforcement and implementation of the rule, and adopted by Michigan by reference in Mich. Admin. Code R § 336.1902; (ii) the removal and disposal of all asbestos containing materials encountered in the Structures in compliance with applicable emission standards set forth at Mich. Admin. Code R. § 336.1942, and 40 C.F.R. Part 61, Subpart M, which has been delegated to MDEQ for the enforcement and implementation of the rule, and adopted by Michigan by reference in Mich. Admin. Code R § 336.1902 (iii) the removal and disposal of all PCB-waste materials encountered in the Structures as required under 40 C.F.R. § 761.61; and (iv) the removal and disposal of all drummed or containerized solid or hazardous wastes in the Structures in compliance with the requirements of RCRA.

"Effective Date" shall mean the effective date of this Settlement as provided in Section XXVIII.

"EPA" shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

"EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

"Existing Contamination" shall mean:

a. any hazardous substances, pollutants, contaminants, or other Waste Materials present or existing at, on, or under the Property as of the Effective Date;

b. any hazardous substances, pollutants, contaminants, or other Waste Materials that migrated from the Property prior to the Effective Date; and

c. any hazardous substances, pollutants, contaminants, or other Waste Materials presently at the Facility that migrate onto, under, or from the Property after the Effective Date.

"Facility" shall mean the entire footprint of the former McLouth Steel Facility consisting of approximately 273 acres and depicted on the map in Appendix B.

"Institutional Controls" or "ICs" shall mean Proprietary Controls and state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices that: (a) limit land, water, or other resource use to minimize the potential for human exposure to Waste Material at or in connection with the Facility; (b) limit land, water, or other resource use to implement, ensure non-interference with, or ensure the integrity of the

removal action; and/or (c) provide information intended to modify or guide human behavior at or in connection with the Facility.

"Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at http://www.epa.gov/superfund/superfund-interest-rates.

"MDEQ" shall mean the Michigan Department of Environmental Quality and any successor departments, agencies, or instrumentalities of the State.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

"NREPA" shall mean the Michigan Natural Resources and Environmental Protection Act, 451 PA 1994, as amended.

"OSC" shall mean the On-Scene Coordinator as defined in 40 C.F.R. § 300.5.

"Paragraph" shall mean a portion of this Settlement identified by an Arabic numeral or an upper or lower-case letter.

"Parties" shall mean the United States, on behalf of EPA, the State, Purchaser, and Purchaser's Related Party.

"Property" shall mean that portion of the Facility, encompassing approximately 183 acres, to be acquired by Purchaser, which is generally depicted in Appendix A of this Settlement and commonly known as 1491 West Jefferson Avenue (Parcel No: 54001990006705 and Parcel No: 54001990006706).

"Proprietary Controls" shall mean easements or covenants running with the land that: (a) limit land, water, or other resource use and/or provide access rights and (b) are created pursuant to common law or statutory law by an instrument that is recorded by the owner in the appropriate land records office.

"Purchase and Development Agreement" shall mean the Purchase and Development Agreement executed by and between Crown Enterprises, Inc. and the Wayne County Land Bank on September 28, 2017.

"Purchaser" shall mean MSC Land Company, LLC, or "MSC".

"Purchaser's Related Party" shall mean Crown Enterprises, Inc. ("Crown").

"RCRA" shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

"RPM" shall mean the Remedial Project Manager as defined in 40 C.F.R. § 300.

"RTRR" shall mean the Riverview-Trenton Railroad Company.

"RTRR Property" shall mean the northern approximately 76-acre parcel of the Facility (Parcels 54001010082300, 51009030001000, and 54001990006704), title to which is now held by RTRR and depicted generally on the map attached as Appendix B.[1]

"Section" shall mean a portion of this Settlement identified by a Roman numeral.

"Settlement" shall mean this Administrative Settlement Agreement and Covenant Not to Sue and all appendices attached hereto (listed in Section XXIX (Integration/Appendices)). In the event of conflict between this Settlement and any appendix, this Settlement shall control.

"State" shall mean the State of Michigan.

"State Future Oversight Costs" shall mean all costs, including direct and indirect costs, including but not limited to, State employee salary and benefit costs, costs of surveillance and enforcement, and travel expenses, that the State lawfully incurs in reviewing plans, reports or other items related to the Work and the Demolition Requirement, verifying the Work and the Demolition Requirement, consulting with and providing comments to U.S. EPA and Purchaser in connection with the Work or the Demolition Requirement, laboratory costs, or otherwise implementing, overseeing, or enforcing the Work or the Demolition Requirement, on or after the Effective Date.

"Statement of Work" or "SOW" shall mean the document describing the activities Purchaser must perform to implement the Work pursuant to Section VIII of this Settlement, as set forth in Appendix D, and any modifications made thereto in accordance with this Settlement.

"TSCA" shall mean the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692.

"Transfer" shall mean a sale by Purchaser of the fee interest in any part of the Property to an unrelated third party.

"United States" shall mean the United States of America on behalf of EPA.

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[1] MDEQ and RTRR are entering a Corrective Action Consent Order under the authority of Part 111 (Hazardous Waste Management) of Michigan's Natural Resources and Environmental Protection Act (NREPA), MCL § 324.11101 *et seq. at* the RTRR Property. Response actions at the RTRR Property will be overseen by MDEQ as the lead agency.

"Waste Material" shall mean (a) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), or NREPA Part 201, MCL § 324.20101(x); (b) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33) or NREPA Part 111, MCL § 324.11102(1); (c) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27), NREPA Part 115, MCL § 324.11506(1) and, NREPA Part 111, MCL § 324.11104(3); (d) any "hazardous waste" under Section 1004(5) of RCRA, 42 U.S.C. § 6903(5), and NREPA Part 111, MCL § 324.11103(3); and (e) any "sludge" under Section 1004(26A) of RCRA, 42 U.S.C. § 6903(26A), and Mich. Admin. Code R § 299.9107.

"Work" shall mean the response actions identified in Paragraph 29 and described in Appendix D (Statement of Work) that Purchaser is required to perform under this Settlement.

IV. STATEMENT OF FACTS

11. The Facility consists of approximately 273 acres located along the western bank of the Trenton Channel of the Detroit River. McLouth Steel operated the facility between approximately 1948 and 1996. McLouth used both basic oxygen furnaces and electric arc furnaces ("EAF") to produce steel. During its operation of the Facility, McLouth established and operated a storage pile for EAF air pollution control dust, a listed hazardous waste pursuant to Part 111 of the NREPA and RCRA. McLouth filed a notification of waste activity and a RCRA Part A permit application on November 17, 1980 for the EAF dust pile. In 1996, McLouth ceased operations and filed for bankruptcy. While in bankruptcy, McLouth sold the Facility to Detroit Steel Company ("DSC").

12. In 1998, DSC attempted to restart steel making with one acid pickling line and the Facility's wastewater treatment plant, after applying for RCRA interim status in 1996 and 1997. In its Part A hazardous waste permit application dated September 18, 1997, DSC identified itself as handling the following hazardous waste at the Facility as defined in Mich. Admin. Code R § 299.9217 and Mich. Admin. Code R § 299.9220 by the waste code K061 emission control dust/sludge from the primary production of steel in electric furnaces. DSC's effort to restart the Facility failed and steel making equipment was subsequently removed from the production building.

13. On December 17, 1999, MDEQ and DSC entered into a RCRA corrective action order for the Facility. Lacking financial resources, DSC failed to comply with certain of the requirements of the order.

14. In 2000, DSC (and its affiliates) sold the northern approximately 76-acre portion of the Facility now known as the RTRR Property but retained the remaining approximately 197 acres of the southern portion of the Facility. The southern portion of the Facility includes the large, dilapidated former steel manufacturing building, wastes piles, open ponds and other areas where Waste Materials have been managed or disposed.

15. On March 31, 2017, Wayne County foreclosed and took title to the Property, which consists of approximately 183 of the approximately 197 acres that comprise the southern

portion of the Facility, after years of tax delinquency. DSC continues to own approximately 12 acres of the southern portion of the Facility on which it currently stores equipment and materials (Parcels 54011990002000 and 54001010098302).

16. Following the foreclosure on the Property, Wayne County solicited bids for the purchase and development of the Property. On September 28, 2017, Wayne County entered into the Purchase and Development Agreement with Crown. Under the Purchase and Development Agreement, Crown has assigned the right to take title to the Property to MSC.

17. Under the terms of the Purchase and Development Agreement, Crown, on behalf of MSC, was required to and has now paid a non-refundable partial purchase price in excess of the back taxes owed to Wayne County by one or more unrelated entities in the amount of $4 million. As Crown's assignee under the Purchase and Development Agreement, the Purchaser is committed to using "best efforts" to, within 24 months of Closing, complete Phase I, the "performance of asbestos abatement and demolition of the structures located on the Property and taking to grade the existing buildings on the site adjacent to Jefferson Avenue." Following the completion of Phase I, the Purchaser, within seventy-two months, is obligated under the Purchase and Development Agreement to "construct an industrial development upon the Property. . .." The Purchaser is also committed to spend within 72 months a Minimum Investment equal to $20 million or pay a $1 million penalty if it fails to make the "Minimum Investment." Finally, the Purchaser is obligated to make periodic "Philanthropic Contributions" totaling $250,000.

18. EPA and the State recognize and agree that demolition work required under the Purchase and Development Agreement, described in this Settlement as the "Demolition Requirement," will yield substantial environmental benefits. As part of the Demolition Requirement, Purchaser will abate asbestos containing material ("ACM") that currently includes an estimated 1.3 million square feet of ACM located throughout buildings and on the exterior of 5 furnaces. Over time and absent demolition, the ACM is likely to become friable and release asbestos fibers into the environment. The Demolition Requirement also requires the Purchaser to remove and dispose of PCB-containing and PCB-contaminated capacitors, transformers, transformer shells and, if present, building materials.

19. In addition to demolishing the main production building to grade, the Demolition Requirement requires the Purchaser to demolish to grade other buildings and structures described in Appendix C.

20. Since 2015, EPA has been working with the express support of the cities of Trenton and Riverview and Grosse Ile Township to list some or all of the Facility on the CERCLA National Priorities List ("NPL").

21. As part of the NPL listing process, EPA evaluates conditions at a facility and determines a Hazard Ranking Score ("HRS"). In connection with an order issued by MDEQ to DSC in 1999, MDEQ identified at the Facility over 70 waste management units ("WMU") and areas of concern ("AOC"). From these over 70 WMUs and AOCs, EPA elected to further evaluate and "score" six sources from which hazardous substances are being released, three of

which, including PCB transformers and capacitors, contaminated soil, and a sedimentation basin, are located within the Property.

22. On July 3, 2017, MDEQ issued a report entitled, *Expanded Site Inspection Report for McLouth Steel*. The report states that, "site source contaminants, including several volatile and semi-volatile organic compounds, polychlorinated biphenyls, and metals, have been documented as impacting pathways. Dioxins and furans have also been documented in the surficial soils on the Facility and in impacted sediments in the surface water pathway."

V. DETERMINATIONS

23. Based on the Statement of Facts set forth above and the administrative record for the Action Memorandum, EPA has determined that:

a. The Facility, including the Property, is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The Facility is a facility that has operated under interim status subject to Section 3005(e) of RCRA, 42 U.S.C. § 6925(e).

c. The contamination found at the Facility, as identified in the Statement of Facts above, includes (a) "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14) and (b) "hazardous substances" as defined Section 324.20101(x) of the Michigan NREPA.

d. Certain wastes and constituents present at the Facility are hazardous wastes and/or hazardous constituents pursuant to Section 1004(5) and Section 3001 of RCRA, 42 U.S.C. § 6903(5) and 6921, 40 C.F.R. Part 261, and NREPA Part 111, MCL § 324.11103(3).

e. Purchaser and Purchaser's Related Party are both a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21) and Section 1004(15) of RCRA, 42 U.S.C. § 6903(15), NREPA Part 3, MCL § 324.301(h), and Mich. Admin. Code R § 299.9106(i).

f. EPA determined in the Action Memorandum that conditions at the Property may constitute an actual or threatened release of a hazardous substance at or from the Property within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a) that require prompt action.

g. The Work, as required by this Settlement and identified in Appendix D, is necessary to protect the public health, welfare, or the environment, and, if carried out in compliance with the terms of this Settlement, will be consistent with the Action Memorandum and 40 C.F.R. § 300.415 of the NCP.

VI. SETTLEMENT AGREEMENT

24. It is hereby agreed that Purchaser shall comply with all provisions of this Settlement, including, but not limited to, all appendices to this Settlement and all documents

incorporated by reference into this Settlement and that Purchaser's Related Party shall comply with those provisions of this Settlement that specifically create an affirmative obligation for the Purchaser's Related Party. Notwithstanding the foregoing sentence or any other provision of this Settlement, nothing in the Action Memorandum (Appendix E) shall be construed as imposing upon the Purchaser any obligation not otherwise set forth in the Settlement. Should EPA or the State conclude that action or inaction by Purchaser results, or would result, in the failure of Purchaser to undertake complete and satisfactory performance of an obligation under this Settlement, EPA or the State shall provide Purchaser written notice of any such conclusion and provide Purchaser a reasonable opportunity to expeditiously cure any such deficiency.

VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND REMEDIAL PROJECT MANAGER

25. Purchaser shall retain one or more contractors or subcontractors to perform the Work and shall notify EPA of the names, titles, addresses, telephone numbers, email addresses, and qualifications of such contractors or subcontractors within forty-five (45) days after the Effective Date. Purchaser shall also notify EPA of the names, titles, contact information, and qualifications of any other contractors or subcontractors subsequently retained to perform the Work at least ten (10) days prior to commencement of such Work. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Purchaser based on objective assessment criteria (i.e., experience, capacity, technical expertise, or performance under this Settlement) or if they have a conflict of interest with respect to the Work. If EPA disapproves of a selected contractor or subcontractor, Purchaser shall retain a different contractor or subcontractor and shall notify EPA of that contractor's or subcontractor's name, title, contact information, and qualifications within twenty-one (21) days after EPA's disapproval. With respect to any proposed contractor performing environmental sampling and analysis, the contractor shall demonstrate compliance with ASQ/ANSI E4:2014 "Quality management systems for environmental information and technology programs – Requirements with guidance for use" (American Society for Quality, February 2014), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, Reissued May 2006) or equivalent documentation as determined by EPA. For purposes of this Paragraph, EPA and the State have approved the use by Purchaser of the following contractors: (i) ASTI Environmental, (ii) Next Generation Services Group and its subsidiaries, and (iii) COGENT Recovery.

26. Within thirty (30) days after the Effective Date, Purchaser shall designate a Project Coordinator who shall be responsible for administration of all actions by Purchaser required by this Settlement and shall submit to EPA the designated Project Coordinator's name, title, address, telephone number, email address, and qualifications. To the extent practicable, the Project Coordinator shall be present on the Property or readily available during performance of the Work. EPA retains the right to disapprove of the designated Project Coordinator. If EPA disapproves of the designated Project Coordinator, Purchaser shall retain a different Project Coordinator and shall notify EPA of that person's name, title, contact information, and qualifications within fifteen (15) days following EPA's disapproval. Notice or communication relating to this Settlement from EPA to Purchaser's Project Coordinator shall constitute notice or communication to Purchaser.

27. EPA has designated Brian Kelly as its On Scene Coordinator ("OSC"). At a later date, EPA may designate a Remedial Project Manager ("RPM"). EPA and Purchaser shall have the right to change their respective designated OSC or RPM, or Project Coordinator. Purchaser shall notify EPA five (5) days before such a change is made. The initial notification by Purchaser may be made orally, but shall be promptly followed by a written notice.

28. The OSC or RPM shall be responsible for overseeing Purchaser's implementation of this Settlement. The OSC or RPM shall have the authority vested in an OSC or RPM by the NCP, including authority consistent with the NCP to halt, conduct, or direct any response action taken by EPA at the Property and the Work described in Paragraph 29. Absence of the OSC or RPM from the Property shall not be cause for stoppage of work unless specifically directed by the OSC or RPM.

VIII. WORK TO BE PERFORMED

29. Purchaser shall perform the Work as described in the Statement of Work in Appendix D.

30. Purchaser shall conduct and disclose to EPA and MDEQ a baseline environmental assessment in accordance with Section 20126(1)(c)(i) and Section 21323a of the NREPA to qualify for an exemption from liability under Part 201 (Environmental Remediation) and Part 213 (Leaking Underground Storage Tanks), MCL § 324.20101 *et seq.* and MCL § 324.21301 *et seq.*, respectfully. Purchaser also will comply with all relevant obligations under Section 20107a and Section 21304c of the NREPA related to due care obligations, MCL §§ 324.107a and 324.1304c, respectively.

31. For any regulation or guidance referenced in the Settlement, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance. Such modifications, amendments, or replacements apply to the Work, as applicable, only after Purchaser receives notification from EPA of the modification, amendment, or replacement.

32. **Work Plan and Implementation**

a. Within one-hundred-twenty (120) days after the Effective Date, in accordance with Paragraph 33 (Submission of Deliverables), Purchaser shall submit to EPA for approval a draft work plan for performing the Work described in Paragraph 29 above (the "Work Plan"). The draft Work Plan shall describe how the Purchaser will implement the activities in the Statement of Work attached as Appendix D to this Settlement, and shall provide an expeditious but realistic schedule for completion of the Work. Purchaser shall submit to MDEQ a copy of the draft Work Plan as well as copies of all other documents submitted to EPA under this Settlement.

b. EPA, in consultation with MDEQ, may (i) approve, in whole or in part, (ii) approve with specified conditions to be addressed by Purchaser, or (iii) disapprove, in whole or in part, the draft Work Plan as necessary to implement the Work. EPA will provide in writing the reasons for any specified conditions or disapproval. EPA may also modify any draft Work Plan to cure deficiencies in it, but only if (i) EPA determines that disapproving Purchaser's submission and awaiting a resubmission would cause substantial disruption or delay to the Work,

or (ii) EPA determines that the material defects and the deficiencies in the draft Work Plan under consideration are the result of bad faith or lack of effort by Purchaser to submit an acceptable Work Plan. If EPA requires revisions, Purchaser shall submit a revised draft Work Plan within forty-five (45) days of receipt of EPA's notification of the required revisions. Purchaser shall implement the Work Plan as approved in writing by EPA in accordance with the schedule approved by EPA. Once approved, or approved with modifications, the Work Plan, the schedule, and any subsequent modifications made pursuant to the provisions of this Settlement shall be incorporated into and become fully enforceable under the Settlement.

c. Upon approval or approval with modifications of the Work Plan, Purchaser shall commence implementation of the Work in accordance with the schedule included therein. Purchaser shall not commence or perform any Work except in conformance with the terms of this Settlement.

d. Unless otherwise provided in this Settlement, any additional deliverables that require EPA approval under the Work Plan shall be reviewed and approved by EPA, after consultation with MDEQ, in accordance with this Paragraph 32.

33. Submission of Deliverables

a. General Requirements for Deliverables

(1) Except as otherwise provided in this Settlement, Purchaser shall direct all submissions required by this Settlement to the OSC at:

Name	Brian Kelly
Address	U.S. EPA, SE-GI 9311 Grosse Ile Road Gross Ile, MI 48138
Phone	(734) 692-7684
Email:	kelly.brian@epa.gov

And to the State through MDEQ at

Name	Dave Kline, Manager Superfund Section Remediation and Redevelopment Division
Address	Department of Environmental Quality P.O. Box 30246 Lansing, Michigan 48909-7926
Phone:	(517) 284-5121
Email:	klined@michigan.gov

Purchaser shall submit all deliverables required by this Settlement or any approved work plan to EPA and MDEQ in accordance with the schedule set forth in such plan.

(2) Purchaser shall submit all deliverables in electronic form. Technical specifications for sampling and monitoring data and spatial data are addressed in subparagraph 36.b. All other deliverables shall be submitted to EPA in the form specified by the OSC or RPM. If any deliverable includes maps, drawings, or other exhibits that are larger than 8.5 x 11 inches, Purchaser shall also provide EPA with paper copies of such exhibits.

(3) Sampling and monitoring data should be submitted in standard Regional Electronic Data Deliverable ("EDD") format. Respondent shall consult with EPA's OSC or RPM prior to transmitting sampling and monitoring data in order to be advised of the EDD format that the data should be transmitted in. Other delivery methods may be allowed if electronic direct submission presents a significant burden or as technology changes.

34. **Health and Safety Plan.** Within one-hundred-twenty (120) days after the Effective Date, Purchaser shall submit a Health and Safety Plan for EPA approval that provides operating procedures to provide protection of the public health and safety during performance of on-site Work under this Settlement. This plan shall be prepared in accordance with "OSWER Integrated Health and Safety Program Operating Practices for OSWER Field Activities," Pub. 9285.0-OIC (Nov. 2002), available on the NSCEP database at http://www.epa.gov/nscep, and "EPA's Emergency Responder Health and Safety Manual," OSWER Directive 9285.3-12 (July 2005 and updates), available at http://www.epaosc.org/_HealthSafetyManual/manual-index.htm. In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. Part 1910. If EPA and MDEQ determine that it is appropriate, the plan shall also include contingency planning. EPA shall provide Purchaser with an approval or request in writing that Purchaser modify the plan to address what is necessary to provide procedures protective of public health and safety. The plan as approved by EPA shall be final unless Purchaser disputes any modifications to the plan by EPA within thirty (30) days of receipt of a modified plan. Any dispute will be resolved as provided for in Section XIV (Dispute Resolution). Purchaser shall implement the final plan during the pendency of the Work.

35. **Traffic Management Plan.**

a. The Work involves the off-site transportation of contaminated materials from the Property, in part on the public roads in Trenton and Riverview surrounding the Property. Proper management of that traffic is an important part of ensuring the protectiveness of the Work. In accordance with this Paragraph 35, Purchaser agrees to oversee off-site traffic related to those activities.

b. After consultation with EPA, MDEQ, the City of Trenton and the City of Riverview, Purchaser shall submit to EPA for review and approval a Traffic Management Plan. The purpose of the Traffic Management Plan is to prevent injuries to workers, passengers and pedestrians, damage to vehicles and/or other equipment, and damage to third-party property; to

prevent off-site spills and releases, and to minimize or remediate any such spills or releases should such spills or releases occur; and to minimize congestion and impact to the local community.

c. The Purchaser shall submit the Traffic Management Plan to EPA within one-hundred-twenty (120) days after the Effective Date, unless otherwise agreed to by EPA.

d. The Purchaser shall oversee the implementation of the approved Traffic Management Plan by the parties performing the Work.

e. As necessary during the Work, after consultation with EPA and MDEQ, the Purchaser shall submit revisions to the Traffic Management Plan to EPA for review and approval, pursuant to the provisions in Paragraph 32 above, and shall implement approved revisions.

36. **Quality Assurance, Sampling, and Data Analysis**

a. Purchaser shall use quality assurance, quality control, and other technical activities and chain of custody procedures for all samples consistent with "EPA Requirements for Quality Assurance Project Plans (QA/R5)" EPA/240/B-01/003 (March 2001, reissued May 2006), "Guidance for Quality Assurance Project Plans (QA/G-5)" EPA/240/R-02/009 (December 2002), and "Uniform Federal Policy for Quality Assurance Project Plans," Parts 1-3, EPA/505/B-04/900A-900C (March 2005).

b. Within one-hundred-twenty (120) days after the Effective Date, Purchaser shall submit a Sampling and Analysis Plan to EPA and MDEQ for review and approval. This plan shall consist of a Field Sampling Plan ("FSP") and a Quality Assurance Project Plan ("QAPP") that is consistent with the Work Plan, the NCP and applicable guidance documents, including, but not limited to, "Guidance for Quality Assurance Project Plans (QA/G-5)" EPA/240/R-02/009 (December 2002), "EPA Requirements for Quality Assurance Project Plans (QA/R-5)" EPA 240/B-01/003 (March 2001, reissued May 2006), and "Uniform Federal Policy for Quality Assurance Project Plans," Parts 1-3, EPA/505/B-04/900A-900C (March 2005). Upon its approval by EPA, after consultation with MDEQ, the Sampling and Analysis Plan shall be incorporated into and become enforceable under this Settlement.

c. Purchaser shall ensure that EPA and State personnel and their authorized representatives are allowed access at reasonable times to all laboratories utilized by Purchaser in implementing this Settlement. In addition, Purchaser shall ensure that such laboratories shall analyze all samples submitted by EPA and MDEQ pursuant to the QAPP for quality assurance, quality control, and technical activities that will satisfy the stated performance criteria as specified in the QAPP and that sampling and field activities are conducted in accordance with the Agency's "EPA QA Field Activities Procedure," CIO 2105-P-02.1 (9/23/2014) available at http://www.epa.gov/irmpoli8/epa-qa-field-activities-procedures. Purchaser shall ensure that the laboratories they utilize for the analysis of samples taken pursuant to this Settlement meet the competency requirements set forth in EPA's "Policy to Assure Competency of Laboratories, Field Sampling, and Other Organizations Generating Environmental Measurement Data under Agency-Funded Acquisitions" available at http://www.epa.gov/measurements/documents-about-

measurement-competency-under-acquisition-agreements. The laboratories shall perform all analyses according to accepted EPA methods. Accepted EPA methods consist of, but are not limited to, methods that are documented in the EPA's Contract Laboratory Program (http://www.epa.gov/clp), SW 846 "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" (http://www3.epa.gov/epawaste/hazard/testmethods/sw846/online/index.htm), "Standard Methods for the Examination of Water and Wastewater" (http://www.standardmethods.org/), 40 C.F.R. Part 136, "Air Toxics - Monitoring Methods" (http://www3.epa.gov/ttnamti1/airtox.html).

d. However, upon approval by EPA, after consultation with MDEQ, Purchaser may use other appropriate analytical method(s), as long as (i) quality assurance/quality control (QA/QC) criteria are contained in the method(s) and the method(s) are included in the QAPP, (ii) the analytical method(s) are at least as stringent as the methods listed above, and (iii) the method(s) have been approved for use by a nationally recognized organization responsible for verification and publication of analytical methods, e.g., EPA, ASTM, NIOSH, OSHA, etc. Purchaser shall ensure that all laboratories they use for analysis of samples taken pursuant to this Settlement have a documented Quality System that complies with ASQ/ANSI E4:2014 "Quality management systems for environmental information and technology programs - Requirements with guidance for use" (American Society for Quality, February 2014), and "EPA Requirements for Quality Management Plans (QA/R-2)" EPA/240/B-01/002 (March 2001, reissued May 2006), or equivalent documentation as determined by EPA and MDEQ. EPA and MDEQ may consider Environmental Response Laboratory Network ("ERLN") laboratories, laboratories accredited under the National Environmental Laboratory Accreditation Program ("NELAP"), or laboratories that meet International Standardization Organization (ISO 17025) standards or other nationally recognized programs as meeting the Quality System requirements. Purchaser shall ensure that all field methodologies utilized in collecting samples for subsequent analysis pursuant to this Settlement are conducted in accordance with the procedures set forth in the QAPP approved by EPA and MDEQ.

e. Upon request, Purchaser shall provide split or duplicate samples to EPA and the State or their authorized representatives. Purchaser shall notify EPA and the State not less than seven (7) days in advance of any sample collection activity unless EPA and the State agree to a shorter notice. In addition, EPA and the State shall have the right to take any additional samples that EPA or the State deems necessary. Upon request, EPA and the State shall provide to Purchaser split or duplicate samples of any samples they take as part of EPA's and the State's oversight of Purchaser's implementation of the Work. Where practicable, EPA and the State shall provide Purchaser prior notice of not less than four (4) days of any such sampling event, unless the Parties agree to shorter notice or the OSC or RPM determines there is an emergency.

f. Purchaser shall submit to EPA and the State the results of all sampling and/or tests or other data obtained or generated by or on behalf of Purchaser pursuant to this Settlement. EPA and the State shall make available to Purchaser the results of all sampling data and/or tests or other data generated or otherwise obtained by or on behalf of EPA or the State in connection with this Settlement.

g. Purchaser waives any objections to any data gathered, generated, or evaluated by EPA, the State or Purchaser in the performance or oversight of the Work that has been verified

according to the QA/QC procedures required by the Settlement or any EPA-approved Work Plans or Sampling and Analysis Plans. If Purchaser objects to any other data relating to the Work, Purchaser shall submit to EPA a report that specifically identifies and explains its objections, describes the acceptable uses of the data, if any, and identifies any limitations to the use of the data. The report must be submitted to EPA within fifteen (15) days after the progress report containing the data.

37. **Progress Reports.** Following EPA's approval of the Work Plan and continuing until issuance of a Notice of Completion of Work, Purchaser shall submit written progress reports to EPA and the State on or before the 15th of each month for the first twenty-four (24) months following the Effective Date. Thereafter, Purchaser shall submit quarterly written progress reports to EPA and the State on December 31, March 31, June 30 and September 30. Each such progress report shall describe actions undertaken pursuant to this Settlement during the preceding quarter. These reports shall describe all significant developments during the preceding period as follows: the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, if any, and planned resolutions of existing or any anticipated problems.

38. **Final Report.** Within forty-five (45) days after completion of all Work required by this Settlement, other than continuing obligations listed in Paragraph 101 (Notice of Completion of Work), Purchaser shall submit to EPA and MDEQ a final report summarizing the actions taken to comply with this Settlement. The final report is subject to approval by EPA after consultation with MDEQ. The final report shall consist of the following, as they relate to the Work performed pursuant to this Settlement: a listing of quantities and types of materials removed off-site or handled on-site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the Work required by this Settlement (i.e., manifests, invoices and permits). The final report shall also include the following certification signed by a responsible corporate official of Purchaser or Purchaser's Project Coordinator: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

39. **Off-Site Shipments**

a. Purchaser shall comply with the legally applicable requirements, including RCRA and TSCA, for the off-site transport and disposal of Waste Materials. Purchaser may ship Waste Materials from the Property to an off-site facility only if it complies with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Purchaser will be deemed to be in

compliance with CERCLA Section 121(d)(3) and 40 C.F.R. § 300.440 regarding a shipment if Purchaser obtains a prior determination from EPA that the proposed receiving facility for such shipment is acceptable under the criteria of 40 C.F.R. § 300.440(b).

b. Purchaser may ship Waste Material from the Property to an out-of-state waste management facility only if, prior to any shipment, it provides written notice to the appropriate state environmental official in the receiving facility's state and to the OSC or RPM. This written notice requirement shall not apply to any off-site shipments when the total quantity of all such shipments will not exceed ten cubic yards. The written notice must include the following information, if available: (1) the name and location of the receiving facility; (2) the type and quantity of Waste Material to be shipped; (3) the schedule for the shipment; and (4) the method of transportation. Purchaser also shall notify the state environmental official referenced above and the OSC or RPM of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. Purchaser shall provide the written notice after the award of the contract for the removal action and before the Waste Material is shipped.

c. Purchaser may ship Investigation Derived Waste ("IDW") from the Property to an off-site facility only if it complies with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), 40 C.F.R. § 300.440, EPA's "Guide to Management of Investigation Derived Waste," OSWER 9345.3-03FS (Jan. 1992). Wastes shipped off-site to a laboratory for characterization, and RCRA hazardous wastes that meet the requirements for an exemption from RCRA under 40 C.F.R. § 261.4(e) shipped off-site for treatability studies, are not subject to 40 C.F.R. § 300.440. IDW may include, but is not limited to, drilling muds, cuttings, and purge water from test pit and well installation; purge water, soil, and other materials from collection of samples; residues (e.g., ash, spent carbon, well development purge water) from testing of treatment technologies and pump and treat systems; contaminated personal protective equipment ("PPE"); and solutions (aqueous or otherwise) used to decontaminate non-disposable protective clothing and equipment.

IX. PROPERTY REQUIREMENTS

40. **Demolition Requirement.** Purchaser shall conduct those activities necessary to satisfy the Demolition Requirement. Those activities shall be undertaken in compliance with applicable federal and state law. To the extent federal or state law requires Purchaser to submit documentation to a government agency regarding activities undertaken to satisfy the Demolition Requirement, Purchaser shall provide EPA and MDEQ copies of such documentation on a timely basis. In addition, (i) the Traffic Management Plan required by Paragraph 35 above shall include provisions to appropriately address offsite vehicular traffic associated with the Demolition Requirement, and (ii) the Health and Safety Plan required by Paragraph 34 above shall include provisions for operating procedures to provide for protection of health and safety during activities to satisfy the Demolition Requirement. Purchaser also agrees to provide EPA and MDEQ a final report that demonstrates that Purchaser has completed the Demolition Requirement, and to maintain records that relate to the performance of the Demolition Requirement, which records shall be subject to the provisions for Section X (Access to Information) and Section XI (Record Retention). Although the Demolition Requirement is not within the scope of Section VIII (Work to be Performed), satisfaction of the Demolition Requirement consistent with the terms of the Purchase and Development Agreement shall be a condition of this Settlement.

41. **Notices.** Purchaser shall provide all legally required notices with respect to the discovery or release of any hazardous substance at the Property that occurs after the Effective Date.

42. **Access and Non-Interference.** Commencing on the Effective Date, Purchaser shall: (1) provide EPA, the State and their representatives, including contractors, and subcontractors, with full cooperation, assistance, and access to the Property at all reasonable times to persons that are authorized to conduct response actions or natural resource assessment or restoration at the Property, including those activities listed in subparagraph 42.a. (Access Requirements); and (2) refrain from using such Property in any manner that EPA determines will pose an unacceptable risk to human health or to the environment due to exposure to Waste Material, or interfere with or adversely affect the implementation, integrity, or protectiveness of a response action or natural resource restoration, including the restrictions listed in subparagraph 42.b. (Land, Water, or Other Resource Use Restrictions). Should EPA make any determination provided for in clause (2) of the preceding sentence, EPA shall set forth in writing to Purchaser the basis for such determination, and confer with Purchaser about how the use may be altered so that it no longer poses an unacceptable risk to human health or the environment. EPA and the State agree to provide Purchaser reasonable prior notice of the general nature and timing of any planned response action either EPA or the State intends to undertake at the Property. Emergency response actions undertaken by either EPA or the State are not subject to this notice requirement.

a. **Access Requirements.** The following is a list of activities for which access is required to implement or enforce the Work under this Settlement or to exercise the EPA's and the State's response action authorities at the Property (including for the installation, integrity, operation, and maintenance of any complete or partial response actions or natural resource restoration at the Property):

(1) Monitoring the Work;

(2) Verifying any data or information submitted to the United States or the State;

(3) Conducting investigations regarding contamination at or migrating from the Facility;

(4) Obtaining samples;

(5) Assessing the need for, planning, implementing, or monitoring response actions;

(6) Assessing implementation of quality assurance and quality control practices as defined in the approved quality assurance quality control plan as defined in the approved QAPP;

(7) Implementing the Work pursuant to the conditions set forth in Paragraph 80 (Work Takeover);

(8) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Purchaser or its agents consistent with Section X (Access to Information);

(9) Assessing Purchaser's compliance with the Settlement;

(10) Determining whether the Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the Settlement;

(11) Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions regarding the Property;

(12) Performing any environmental investigations including a Remedial Investigation and Feasibility Study or an Engineering Evaluation and Cost Assessment;

(13) Performing Remedial Design and Remedial Action work; and

(14) Performing removal or remedial actions.

b. **Land, Water, or Other Resource Use Restrictions**. Purchaser shall (i) remain in compliance with any land use restrictions established in connection with any response action at the Property, and (ii) not impede the effectiveness or integrity of any institutional control employed at the Property in connection with a response action. Subject to any and all rights it has to challenge any future institutional control that EPA or the State may seek to impose or require, the following land, water, or other resource use restrictions shall be applicable to the Property:

(1) The Property shall not be used in a manner that (a) exacerbates Existing Contamination, or causes Existing Contamination to migrate beyond the boundaries of the Property, in any manner that may pose an imminent and substantial endangerment from Waste Materials to public health or welfare or the environment, or (b) increases the cost of response action taken or to be taken by EPA;

(2) Unless the Purchaser has received written approval for such use from EPA, the Purchaser shall not use the Property in a manner that will interfere with completed or ongoing EPA response actions, or specifically identified response actions, to be taken at the Property that, EPA has determined it is likely to select shortly and which EPA has given to Purchaser prior written notice. Purchaser shall take any measures necessary to ensure it does not impede the effectiveness and integrity of completed or on-going response actions identified by EPA. Purchaser shall obtain prior written approval for development and use of the Property for residential use. Consistent with their responsibilities under applicable law, EPA and the State agree to use reasonable efforts to minimize any interference with development of the Property, or operations at the Property, by Purchaser, its construction contractors, or its lessees at the Property, but reserve

all rights and authorities to select and implement future response actions that are not inconsistent with the NCP and are necessary to protect human health and the environment; and

(3) The construction of, and use of, wells or other devices within the Property to extract groundwater for human use or consumption, or irrigation is prohibited, except for (a) wells and devices that are necessary for response actions at the Property in accordance with plans approved by EPA, and (b) wells or devices for short-term dewatering for construction purposes, provided the dewatering, including management and disposal of groundwater, is conducted in accordance with applicable federal, state and local laws and regulations;

43. Construction of buildings or other structures and the use of exposed areas adjacent to such buildings or structures on the Property ("Development Areas" for the purposes of Paragraphs 43 and 44) shall be done in a manner that minimizes potential risk of exposure to contaminants above applicable regulatory limits for relevant receptors and pathways and duration of exposure, including risk based limits, during construction, occupancy, and use of any Development Areas. Purchaser shall maintain a fence around any undeveloped areas until any such undeveloped areas is developed by the Purchaser, remediated such that a fence is no longer necessary, or determined not to need remediation.

44. Prior to the construction of buildings or other structures on or below the surface within a Development Area (the "Construction" for purposes of this Paragraph 44), the Purchaser shall characterize the surface and subsurface soils above the water table within the footprint of the proposed buildings or structures (the "Footprint" for purposes of this Paragraph 44) to determine the concentrations and extent, as necessary for due care compliance, of any Waste Materials as well as the physical content of the soils within the Footprint. Purchaser shall also characterize surficial soils within the Development Area that remain exposed after Construction, and are publicly accessible (e.g., landscaped areas surrounding buildings or structures). To assure reliable data, any physical samples required to characterize soils within Development Areas shall be collected and analyzed in a manner consistent with the approved Sampling and Analysis Plan under subparagraph 36.b and include the Contaminants of Interest identified in Table 1 attached to the SOW (unless EPA approves any alternative list of Contaminants of Interest).

a. Purchaser shall submit the validated sampling results to EPA and the State along with a plan for the Construction (the "Construction Plan" for purposes of this Paragraph 44) which Construction Plan shall consist of:

(1) the proposed schedule for the Construction;

(2) the following plans for the Construction:

(a) a health and safety plan;

(b) a revised due care plan per MCL § 324.20107a;

(c) a dust control plan; and

(d) a storm water prevention and pollution control plan;

EPA, after consultation with MDEQ and Purchaser, may (a) approve the above plans, in whole or in part, or (b) identify deficiencies in the plan to be addressed by Purchaser. EPA will provide in writing the identified deficiencies. Purchaser shall submit a revised plan within forty-five (45) days of receipt of EPA's notification of the required revisions. Purchaser shall implement the plan as approved in writing by EPA or EPA may conditionally approve the plan based on currently available information.

(3) a soil management plan (the "SMP") that is protective of human health as set forth in the generic non-residential clean up criteria defined in NREPA Part 201, and which shall contain:

(a) the depths and volumes associated with any planned excavation of soils for the structures;

(b) a description of how the soils will be managed on-site and if the soils will be disposed of off-site or otherwise treated;

(c) a description of any engineered, institutional or administrative controls to be implemented;

(d) a description of any vapor intrusion barrier or system to be installed.

b. EPA and the State shall have the right to review and comment upon the SMP. The comments shall be provided in writing to Purchaser within forty-five (45) days of receipt of the Construction Plan. The SMP shall not be subject to EPA approval. Should the Purchaser elect not to incorporate and implement the comments provided by EPA or the State, the Purchaser, EPA and the State shall confer with each other over no less than forty-five (45) days in an attempt to mutually agree upon an acceptable SMP. If the parties do not reach agreement, EPA may in its sole discretion and in coordination with the Purchaser's Construction (the "Option"):

(1) remove additional soil and dispose of the additional soil off-site; or

(2) treat the soil on-site.

Should the EPA exercise its Option, EPA shall (i) complete such removal or treatment as soon as practicable, taking into consideration the Purchaser's Construction Plan and the schedule contained therein and (ii) to the extent practicable, EPA shall coordinate the removal or treatment of soil to occur as a part of the phasing of the Construction. Purchaser shall comply with all federal and state legal requirements applicable to any excavation and disposal or use of contaminated soil associated with the Construction. Purchaser shall be under no obligation under the Settlement to take any action (including payment of response costs other than State Future

Oversight Costs as specifically provided for in this Settlement) with respect to surface or subsurface soils within the Footprint beyond the obligations set forth in this Paragraph 44.

c. In the event Purchaser discovers polychlorinated biphenyls ("PCBs") at locations at the Property other than at the locations addressed in this Paragraph 44 or in Paragraph 7 of the SOW that are in excess of 25 parts per million ("ppm") in low occupancy areas, Purchaser shall implement the measures required in subparagraph 7(e) of the SOW or, in lieu of implementing and maintaining those measures, Purchaser may, in the alternative, seek to obtain a site-specific risk based closure for such areas under 40 C.F.R. § 761.61. Purchaser shall be under no obligation under the Settlement to take any action (including the payment of response costs other than State Future Oversight Costs as specifically provided for in this Settlement) with respect to surface or subsurface soils addressed under this subparagraph beyond the obligations set forth in this subparagraph.

d. Nothing in this Paragraph shall be construed to limit the reservation of rights in Paragraph 79.

45. Nothing in this Settlement shall require Purchaser to file restrictive covenants or other recordable instruments on property not owned by Purchaser.

46. EPA and MDEQ agree to consult with Purchaser in advance regarding any Institutional Controls that they believe are necessary to protect human health or the environment. If EPA and MDEQ determine in a decision document prepared in accordance with the NCP that Institutional Controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed, Purchaser shall cooperate with EPA's and the State's efforts to secure and ensure compliance with such institutional controls subject to any and all rights Purchaser has to challenge the imposition of any Institutional Controls that EPA or the State may seek to impose.

47. In the event of any Transfer of any part of the Property, Purchaser shall continue to be bound by all the terms and conditions, and subject to all the benefits, of this Settlement except as the United States, the State, and the Purchaser agree otherwise and memorialize in a written addendum to this Settlement. Prior to or simultaneous with any Transfer of any part of the Property, Purchaser may submit a written request to the United States and the State seeking approval to transfer any rights and obligations under this Settlement to a transferee subject to the United States' and the State's sole discretion to approve or disapprove, and not subject to judicial review. In responding to any such request from Purchaser, the United States and the State agree to consider the financial and technical capability of the transferee to satisfy all the obligations under this Settlement and its stated willingness and commitment in writing to do so, along with whatever additional considerations the United States and the State, in their sole discretion, deem relevant.

48. **Notice to Successors-in-Title**

a. Purchaser shall within fifteen (15) days after the Effective Date, submit for EPA approval a notice to be filed regarding the Purchaser's acquisition of the Property in the appropriate land records office. The notice must: (1) include a proper legal description of the Property; (2) provide notice to all successors-in-title that: (i) the Property is part of, or related to, the Facility, and is or may be subject to response actions; (ii) Purchaser has entered into an

Administrative Settlement Agreement and Covenant Not to Sue requiring response actions, and (iii) identify the name, docket number, and effective date of this Settlement. Purchaser shall record the notice within ten (10) days after receipt of EPA's approval of the notice and submit to EPA, within ten (10) days of receipt of the recorded notice back from the register of deeds, a certified copy of the recorded notice. The Notice shall be in the form set forth in Appendix F.

b. Purchaser shall, prior to entering into a Transfer contract, notify the proposed transferee that the Purchaser has entered into an Administrative Settlement Agreement and Covenant Not to Sue requiring implementation of the actions identified therein (identifying the name, docket number, and the Effective Date of this Settlement).

c. Within ten (10) days after entering into any Transfer contract, Purchaser shall notify EPA and the State of the name and address of the proposed transferee and provide EPA and the State with a copy of the above notice that it provided to the proposed transferee.

49. For so long as Purchaser is an owner or operator of the Property, Purchaser shall require that assignees, successors in interest, and any lessees, sublessees and other parties with rights to use the Property provide access and cooperation to EPA and the State, their authorized officers, employees, representatives, and all other persons performing response actions under EPA and State oversight consistent with the access obligations of the Purchaser under this Settlement. Purchaser shall require that assignees, successors in interest, and any lessees, sublessees, and other parties with rights to use the Property comply with any land use restrictions and Institutional Controls on the Property required by EPA or the State, and not contest EPA's authority to enforce any such land use restrictions and Institutional Controls.

50. EPA and the State retain all of their access authorities and rights, as well as all of their rights to require land, water or other resource use restrictions and Institutional Controls, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

X. ACCESS TO INFORMATION

51. Purchaser shall comply, as required by law, with any authorized request for information or administrative subpoena issued by EPA or the State.

52. Subject to Paragraph 53, Purchaser shall provide to EPA and the State, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within Purchaser's possession or control or that of their contractors or agents relating to the implementation of this Settlement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Work.

53. **Privileged and Protected Claims**

a. Purchaser may assert all or part of a Record requested by EPA or the State is privileged or protected as provided under federal or state law, in lieu of providing the Record,

provided Purchaser complies with subparagraph 53.b., and except as provided in subparagraph 53.c.

b. If Purchaser asserts such a privilege or protection, it shall provide EPA and the State with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Purchaser shall provide the Record to EPA and the State in redacted form to mask the privileged or protected portion only. Purchaser shall retain all Records that they claim to be privileged or protected until EPA and the State have had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in Purchaser's favor.

c. Purchaser may make no claim of privilege or protection regarding: (1) any data collected pursuant to this Settlement, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record collected or generated pursuant to this Settlement that evidences conditions at or around the Property; or (2) the portion of any Record that Purchaser is required to create or generate pursuant to this Settlement.

54. **Business Confidential Claims.** Purchaser may assert that all or part of a Record provided to EPA and the State under this Section or Section XI (Record Retention) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Purchaser shall segregate and clearly identify all Records or parts thereof submitted under this Settlement for which Purchaser asserts business confidentiality claims. Records that Purchaser claims to be confidential business information will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA and the State, or if EPA has notified Purchaser that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such Records without further notice to Purchaser.

55. Notwithstanding any provision of this Settlement, EPA and the State retain all of their information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XI. RECORD RETENTION

56. Until ten (10) years after EPA provides Purchaser with notice, pursuant to Section XXVI (Notice of Completion of Work), that all Work has been fully performed in accordance with this Settlement, Purchaser shall retain, and instruct its contractors and agents to preserve, for the same period of time specified above, or to provide to Purchaser for retention, all non-identical copies of the last draft or final version of any Records (including Records in electronic form) now in their possession or control or that come into their possession or control that relate in any manner to the performance of the Work, provided, however, that Purchaser (and its contractors and agents) must retain, in addition, copies of all data generated in connection with the performance of the Work and not contained in the aforementioned Records required to be retained. Each of the above record retention requirements shall apply regardless of any corporate

retention policy to the contrary. Upon request of Purchaser, EPA in consultation with the State, in their sole discretion, may shorten the aforementioned Record retention period for some or all of the Records covered by this Paragraph 56.

57. At the conclusion of the document retention period, Purchaser shall notify EPA and the State at least ninety (90) days prior to the destruction of any such Records, and, upon request by EPA or the State, and except as provided in Paragraph 53 (Privileged and Protected Claims), Purchaser shall deliver any such Records to EPA or the State.

58. Purchaser and Purchaser's Related Party certify that, to the best of their knowledge and belief, after diligent inquiry, they have not altered, mutilated, discarded, destroyed, or otherwise disposed of (hereinafter "disposed of") any Records (other than identical copies) relating to their potential liability regarding the Facility. The foregoing certification shall not apply to any Records related to the Facility once in the possession of the Purchaser or Purchaser's Related Party that may have been disposed of in the ordinary course of business (e.g., formatting of a past employee's hard drive or record retention policy) or through mechanical malfunctions (e.g., loss of data due to a hard drive failing).

XII. COMPLIANCE WITH OTHER LAWS

59. Nothing in this Settlement shall limit Purchaser's responsibility to comply with the requirements of all federal and state laws and regulations applicable to the obligations required of the Purchaser pursuant to the terms of this Settlement, except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on site Work shall, to the extent practicable, as determined by EPA considering the exigencies of the situation, attain applicable or relevant and appropriate requirements (ARARs) under federal environmental or state environmental or facility siting laws. Consistent with 40 C.F.R. § 300.415(j), the waiver provisions described in 40 C.F.R. § 300.430(f)(1)(ii)(C) may be used for the response actions required under this Settlement. Purchaser shall identify ARARs in the Work Plan submitted pursuant to Paragraph 32.

60. No local, state, or federal permit shall be required for any portion of the Work conducted entirely on-site (i.e., within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work on the Property), including studies, if the action is selected and carried out in compliance with Section 121 of CERCLA, 42 U.S.C. § 9621. Purchaser may be required by law to obtain a federal, local or state permit to complete the Demolition Requirement. Where any portion of the Work that is not on-site requires a federal or state permit or approval, Purchaser shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals. Purchaser may seek relief under the provisions of Section XV (Force Majeure) for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval required for the Work, provided that it has submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals. This Settlement is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

61. **Emergency Response**. If any event during performance of the Work or any other action by Purchaser pursuant to this Settlement, including the Demolition Requirement, causes or threatens to cause a release of Waste Material on, at, or from the Property that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Purchaser shall, immediately upon acquiring knowledge of such an event, take all action necessary to prevent, abate, or minimize such release or threat of release. Purchaser shall take these actions in accordance with all applicable provisions of this Settlement, including, but not limited to, the Health and Safety Plan. Purchaser shall also immediately notify the OSC or, in the event of his/her unavailability, the Regional Duty Officer at (312) 353-2318 of the incident or Property conditions. In the event that Purchaser fails to take appropriate response action as required by this Paragraph 61, and EPA takes such action instead, the United States reserves its rights to recover from Purchaser all costs of such response action not inconsistent with the NCP.

62. **Release Reporting**. Upon the occurrence of any event that requires Purchaser to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004, Purchaser shall immediately, upon acquiring knowledge of such an event, orally notify the OSC or, in the event of his/her unavailability, the Regional Duty Officer at (312) 353-2000, and the National Response Center at (800) 424-8802 and Michigan's Pollution Emergency Alerting System at (800) 292-4706. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103 of CERCLA, 42 U.S.C. § 9603, and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004.

63. For any event covered under this Section, Purchaser shall submit a written report to EPA and MDEQ within fourteen (14) days after the discovery of such event, setting forth the action or event that occurred and the measures taken, and to be taken, to mitigate any release or threat of release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release or threat of release.

XIV. DISPUTE RESOLUTION

64. Unless otherwise expressly provided for in this Settlement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving all disputes between Purchaser, the State and EPA arising under this Settlement; provided, however, any dispute between the State and Purchaser with respect to State Future Oversight Costs shall be resolved pursuant to Section XXXIII (Payment of State Future Oversight Costs). The Parties shall attempt to resolve any disagreements concerning this Settlement expeditiously and informally. The Parties agree that the U.S. District Court for the Eastern District of Michigan will have jurisdiction pursuant to Section 113(b) of CERCLA, 42 U.S.C. § 9613(b), for any enforcement action brought with respect to this Settlement.

65. **Informal Dispute Resolution.** If Purchaser objects to any EPA action taken pursuant to this Settlement, it shall send EPA a written Notice of Dispute describing the objection(s) within thirty (30) days after such action. EPA, and Purchaser shall have thirty (30) days from EPA's receipt of Purchaser' Notice of Dispute to resolve the dispute through informal negotiations (the "Negotiation Period"). The Negotiation Period may be extended by agreement

of the Parties. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Settlement.

66. **Formal Dispute Resolution.** If the Parties are unable to reach an agreement within the Negotiation Period, Purchaser shall, within twenty (20) days after the end of the Negotiation Period, submit a written statement of position to the OSC or RPM. EPA may, within twenty (20) days thereafter, submit a written statement of position to Purchaser. EPA will allow timely submission of a supplemental statement of position by the Purchaser. Thereafter, an EPA management official at the Superfund Division Director level or higher will review the dispute on the basis of the Parties' written statements of position and issue a written decision on the dispute to Purchaser. EPA's decision shall be incorporated into and become an enforceable part of this Settlement. Purchaser shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

67. Except as agreed by EPA, the invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of Purchaser under this Settlement.

XV. FORCE MAJEURE

68. "Force Majeure" for purposes of this Settlement, is defined as any event arising from causes beyond the control of Purchaser, of any entity controlled by Purchaser, or of Purchaser's contractors that delays or prevents the performance of any obligation under this Settlement despite Purchaser's best efforts to fulfill the obligation. The requirement that Purchaser exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure such that the delay and any adverse effects of the delay are minimized to the greatest extent practicable. "Force majeure" does not include financial inability to complete the Work or increased cost of performance.

69. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement for which Purchaser intends or may intend to assert a claim of force majeure, Purchaser shall notify EPA's OSC or RPM orally or, in his or her absence, the alternate EPA OSC or RPM, or, in the event both of EPA's designated representatives are unavailable, the Superfund Division Director, EPA Region 5, within seven (7) days of when Purchaser first knew that the event might cause a delay. Within ten (10) days thereafter, Purchaser shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Purchaser's rationale for attributing such delay to a force majeure; and a statement as to whether, in the opinion of Purchaser, such event may cause or contribute to an endangerment to public health or welfare, or the environment. Purchaser shall include with any notice all available documentation supporting its claim that the delay was attributable to a force majeure. Purchaser shall be deemed to know of any circumstance of which Purchaser, any entity controlled by Purchaser, or Purchaser's contractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude

Purchaser from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under Paragraph 68 and whether Purchaser has exercised its best efforts under Paragraph 68, EPA may, in its unreviewable discretion, excuse in writing Purchaser's failure to submit timely or complete notices under this Paragraph 69.

70. If EPA agrees that the delay or anticipated delay is attributable to a force majeure, the time for performance of the obligations under this Settlement that are affected by the force majeure will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure, EPA will notify Purchaser in writing of its decision and the basis for its decision. If EPA agrees that the delay is attributable to a force majeure, EPA will notify Purchaser in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure

71. If Purchaser elects to invoke the dispute resolution procedures set forth in Section XIV (Dispute Resolution), it shall do so no later than fifteen (15) days after receipt of EPA's notice. In any such proceeding, Purchaser shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Purchaser complied with the requirements of Paragraphs 68 and 69. If Purchaser carries this burden, the delay at issue shall be deemed not to be a violation by Purchaser of the affected obligation of this Settlement identified to EPA.

72. The failure by EPA to timely complete any obligation under the Settlement is not a violation of the Settlement. However, should EPA fail to timely complete any obligation under the Settlement and EPA's failure prevents the Purchaser from meeting one or more deadlines under the Settlement, Purchaser may seek relief under this Section and exercise any other right it may have unless EPA's failure to timely complete any obligation under this Settlement was caused by the Purchaser.

XVI. CERTIFICATION

73. By entering into this Settlement, Purchaser and Purchaser's Related Party certify to the best of their knowledge and belief that, as of the Effective Date, no Existing Contamination was disposed at the Facility by Purchaser or Purchaser's Related Party. Purchaser and Purchaser's Related Party also certify to the representations made in Paragraph 4.

XVII. COVENANTS BY UNITED STATES AND THE STATE

74. Except as provided in Section XVIII (Reservations of Rights by United States and the State),

- the United States, pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a); Sections 3008(h) and 7003 of RCRA, 42 U.S.C. §§

6928(h) and 6973; and Sections 7 and 17 of TSCA, 15 U.S.C. §§ 2606 and 2616; and

- the State, pursuant to Section 107(a) of CERCLA, 42 U.S.C. §§ 9607(a), and Sections 3008(h) and 7002 of RCRA, 42 U.S.C. §§ 6928(h) and 6972, and NREPA Part 111, MCL §§ 324.11148 and 324.11151, Part 201, MCL §§ 324.20126, 324.20126a, 324.20137 to 324.20139, and Part 213, MCL §§ 324.21319a, 324.21323 to 324.21323c.

covenant not to sue or to take administrative action against Purchaser or Purchaser's Related Party to:

a. require Purchaser or the Purchaser's Related Party to perform any actions pursuant to the provisions cited above or pursuant to the requirements of 40 CFR §§ 761.50(b)(3) or 761.61 with respect to Existing Contamination, or

b. recover any response costs incurred or to be incurred pursuant to the provisions cited above by the United States or the State (other than State Future Oversight Costs as specifically provided for in the Settlement) with respect to Existing Contamination.

The United States and the State further covenant not to sue or to take administrative action against Purchaser or Purchaser's Related Party pursuant to Section 3008(a), (c) of RCRA, 42 U.S.C. § 6928(a), (c) and MCL §§ 324.11148 and 324.1151 for violations of federal or state hazardous waste regulatory requirements occurring on the Property before the Effective Date, notwithstanding that such violations may have continued after the Effective Date.

75. These covenants not to sue shall take effect upon the Effective Date. These covenants not to sue are conditioned upon the complete and satisfactory performance by Purchaser of all obligations under this Settlement. These covenants are also conditioned upon the veracity of the information provided to EPA and the State by Purchaser and Purchaser's Related Party in this Settlement relating to their involvement with the Facility and the certification made by Purchaser and the Purchaser's Related Party in Section XVI (Certification).

76. Except as provided herein, the covenants not to sue in Paragraph 74 extend only to Purchaser and Purchaser's Related Party and do not extend to any other person. The terms of the covenants not to sue also extend to the former and current officers, directors, employees, of Purchaser and the Purchaser's Related Party, but only to the extent that the alleged liability of any such person or entity is based on acts or omissions which occurred in the scope of the person's employment or capacity as an officer, director, employee, of Purchaser or Purchaser's Related Party. In addition, the terms of the covenants not to sue extend to any successors or assigns of Purchaser and the Purchaser's Related Party, but only to the extent that the alleged liability of such persons or entities is based on the alleged liability of Purchaser or the Purchaser's Related Party.

77. Nothing in this Settlement constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States, including EPA, to seek or obtain further relief from Purchaser or Purchaser's Related Party, if the information provided to EPA and the State by Purchaser or Purchaser's Related Party relating to their involvement with the Facility, or the certification made by Purchaser and Purchaser's Related Party in Section XVI (Certification), is false or, in any material respect, inaccurate.

XVIII. RESERVATIONS OF RIGHTS BY UNITED STATES AND THE STATE

78. Except as specifically provided in this Settlement, nothing in this Settlement shall limit the power and authority of the United States, EPA, or the State to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Facility. Further, except as specifically provided in this Settlement, nothing in this Settlement shall prevent the United States or the State from seeking legal or equitable relief to enforce the terms of this Settlement, or from taking other legal or equitable action as it deems appropriate and necessary. Purchaser reserves any and all defenses available to it with respect to any action by the United States, EPA, or the State pursuant to this Paragraph 78.

79. The covenants set forth in Section XVII (Covenants by United States and the State) do not pertain to any matters other than those expressly identified therein. The United States and the State reserve, and this Settlement is without prejudice to, all rights against Purchaser with respect to all other matters, including, but not limited to:

a. liability for failure by Purchaser to meet a requirement of this Settlement, and Purchaser shall not invoke the provisions of Sections 20126(1)(c) or 20126(2) of the NREPA as a defense for any failure to meet a requirement of this Settlement;

b. criminal liability;

c. liability for violations of federal or state law that begin on or after the Effective Date;

d. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

e. liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants at or from the Property after the Effective Date, but only to the extent any release or threat of release is not within the definition of Existing Contamination;

f. liability resulting from exacerbation of Existing Contamination by Purchaser, its successors, assigns, lessees, or sublessees;

g. liability arising from the disposal of Waste Materials outside of the Property, except as relates to Existing Contamination migrating from the Property beyond the Property Boundaries; and

h. liability for any response costs incurred by EPA in accordance with Paragraph 61.

80. **Work Takeover**

a. In the event EPA and the State determine that Purchaser: (1) has ceased implementation of any portion of the Work on an ongoing basis and has no evident intention of resuming it in a manner acceptable to EPA and the State, (2) is seriously or repeatedly deficient

or late in its performance of the Work, or (3) is implementing the Work, or has ceased implementation, in a manner which may cause an endangerment to human health or the environment, EPA and the State may issue a written notice ("Work Takeover Notice") to Purchaser. Any Work Takeover Notice issued by EPA and the State (which writing may be electronic) will specify the grounds upon which such notice was issued and will provide Purchaser a period of thirty (30) days within which to remedy the circumstances giving rise to EPA and the State's issuance of such notice. EPA and the State, in their sole discretion, may extend this period.

b. If, after expiration of the thirty-day (30) notice period specified in subparagraph 80.a., Purchaser has not remedied to EPA and the State's reasonable satisfaction the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, EPA and the State may at any time thereafter assume the performance of all or any portion(s) of the Work as EPA and the State deem necessary ("Work Takeover"). EPA and the State will notify Purchaser in writing (which writing may be electronic) if EPA and the State determine that implementation of a Work Takeover is warranted under this subparagraph 80.b.

c. Purchaser may invoke the procedures set forth in Section XIV (Dispute Resolution) to dispute EPA and the State's implementation of a Work Takeover under subparagraph 80.b. However, notwithstanding Purchaser's invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA and the State may in their sole discretion commence and continue a Work Takeover under subparagraph 80.b. until the earlier of (1) the date that Purchaser remedies, to EPA and the State's satisfaction, the circumstances giving rise to EPA and the State's issuance of the relevant Work Takeover Notice, or (2) the date that a written decision terminating or modifying such Work Takeover is rendered in accordance with Paragraph 66 (Formal Dispute Resolution).

d. Notwithstanding any other provision of this Settlement, EPA and the State retain all authority and reserve all rights to take any and all response actions authorized by law.

XIX. COVENANTS BY PURCHASER AND PURCHASER'S RELATED PARTY

81. Purchaser and Purchaser's Related Party covenant not to sue and agree not to assert any claims or causes of action against the United States and the State, or their contractors or employees, with respect to Existing Contamination, the Work, and this Settlement, including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Facility including any claim under the United States Constitution, the State of Michigan Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or

c. any claim pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law regarding Existing Contamination, the Work, and this Settlement.

82. These covenants not to sue shall not apply in the event the United States or the State bring a cause of action or issue an order pursuant to any of the reservations set forth in Section XVIII (Reservations of Rights by United States and the State), other than in subparagraphs 79.a. (liability for failure to meet a requirement of the Settlement), 79.b. (criminal liability), or 79.c. (violations of federal/state law during or after implementation of the Work), but only to the extent that Purchasers' claims arise from the same response action, response costs, or damages that the United States or the State is seeking pursuant to the applicable reservation.

83. Nothing in this Settlement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

84. Purchaser reserves, and this Settlement is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA and the State's selection of response actions, or the oversight or approval of Purchaser's deliverables or activities. For purposes of this Settlement, "selection of response actions" does not include negligent or wrongful acts or omissions by EPA or the State in the course of implementing response actions.

XX. OTHER CLAIMS

85. By issuance of this Settlement, the United States and EPA, and the State assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Purchaser or Purchaser's Related Party. The United States or EPA or the State shall not be deemed a party to any contract entered into by Purchaser, Purchaser's Related Party or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement.

86. Except as expressly provided in Section XVII (Covenants by United States and the State), nothing in this Settlement constitutes a satisfaction of or release from any claim or cause of action against Purchaser, Purchaser's Related Party, or any person not a party to this Settlement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States or the State for costs, damages, and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

87. No action or decision by EPA or the State pursuant to this Settlement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXI. EFFECT OF SETTLEMENT/CONTRIBUTION

88. Nothing in this Settlement precludes the Parties from asserting any claims, causes of action, or demands for indemnification, contribution, or cost recovery against any person not a Party to this Settlement. Except as provided in Section XVII (Covenants by Purchaser and Purchaser's Related Party), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Facility against any person not a Party hereto. Nothing herein diminishes the right of the United States, pursuant to Sections 113(f)(2) and (3) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and (3), to pursue any such persons to obtain additional response costs or response actions and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2), 42 U.S.C. § 9613(f)(2).

89. The Parties agree that this Settlement constitutes an administrative settlement pursuant to which Purchaser and Purchaser's Related Party have, as of the Effective Date, resolved their liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C.§§ 9613(f)(2) and 9622(h)(4), and have resolved their liability to the State within the meaning of NREPA Parts 201 and 213, MCL §§ 324.20129 and 324.21323d, and are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, NREPA Parts 201 and 213, or as may be otherwise provided by law, for the "matters addressed" in this Settlement. The "matters addressed" in this Settlement are all response actions taken or to be taken and all response costs incurred or to be incurred by the United States, the State, or any other person with respect to Existing Contamination.

90. The Parties further agree that this Settlement constitutes an administrative settlement pursuant to which the Purchaser and Purchaser's Related Party have, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

91. The Purchaser shall, with respect to any suit or claim brought by it for matters related to this Settlement, notify the United States and the State in writing no later than sixty (60) days prior to the initiation of such suit or claim.

92. The Purchaser shall, with respect to any suit or claim brought against it for matters related to this Settlement, notify the United States and the State in writing within ten (10) days after service of the complaint or claim upon it. In addition, Purchaser shall notify the United States and the State within ten (10) days after service or receipt of any Motion for Summary Judgment and within ten (10) days after receipt of any order from a court setting a case for trial, for matters related to this Settlement.

XXII. RELEASE AND WAIVER OF LIENS

93. Upon issuance of the Notice of Completion, and subject to any right of EPA to place a lien on the Property with respect to any unreimbursed response costs it incurs as a result solely of its Reservation of Rights in Section XVIII of this Settlement, (i) any lien EPA may have on the Property now and in the future under either Section 107(l) or Section 107(r) of CERCLA, 42 U.S.C.§§ 9607(l) or 9607(r), with respect to any response costs incurred or to be incurred by EPA in responding to the release or threat of release of Existing Contamination shall be released and waived; and (ii) any lien the State may have on the property now and in the future under NREPA Parts 201 or 213, MCL §§ 324.20138 or 324.21323j, for costs incurred or to be incurred by the State in responding to the release or threat of release of Existing Contamination shall be released and waived.

XXIII. INDEMNIFICATION

94. Neither the State nor the United States assumes any liability by entering into this Settlement or by virtue of any designation of Purchaser as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and 40 C.F.R. § 300.400(d)(3). Purchaser shall indemnify, save, and hold harmless the State and United States, their officials, agents, employees, contractors, subcontractors, and representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Purchaser, its officers, directors, employees, agents, contractors, or subcontractors, and any persons acting on Purchaser's behalf or under its control, in carrying out activities pursuant to this Settlement. Further, Purchaser agrees to pay the State and United States all costs it incurs, including but not limited to attorneys' fees and other expenses of litigation and settlement arising from, or on account of, claims made against the State or United States based on negligent or other wrongful acts or omissions of Purchaser, its officers, directors, employees, agents, contractors, subcontractors, and any persons acting on its behalf or under its control, in carrying out activities pursuant to this Settlement. Neither the State nor the United States shall be held out as a party to any contract entered into by or on behalf of Purchaser in carrying out activities pursuant to this Settlement. Neither Purchaser nor any such contractor shall be considered an agent of the State or United States.

95. The United States or the State shall give Purchaser timely notice of any claim for which the United States or the State plans to seek indemnification pursuant to this Section and Purchaser shall consult with the United States or the State prior to settling such claim.

96. Purchaser covenants not to sue and agrees not to assert any claims or causes of action against the United States or the State for damages or reimbursement or for set-off of any payments made or to be made to the United States or the State, arising from or on account of any contract, agreement, or arrangement between Purchaser and any person for performance of Work on or relating to the Property, including, but not limited to, claims on account of construction delays. In addition, Purchaser shall indemnify and hold harmless the United States and the State with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Purchaser and any person for performance of Work on or relating to the Property, including, but not limited to, claims on account of construction delays.

XXIV. INSURANCE

97. No later than fifteen (15) days before commencing any on-site Work (other than that Work set forth in Paragraphs 2 and 3 of the SOW), Purchaser shall secure, and shall maintain until the first anniversary after issuance of Notice of Completion of Work pursuant to Section XXVI (Notice of Completion of Work), commercial general liability insurance with limits of $1 million per occurrence, and automobile liability insurance with limits of liability of $1 million per accident, and umbrella liability insurance with limits of liability of $5 million in excess of the required commercial general liability and automobile liability limits, naming EPA and MDEQ as an additional insured with respect to all liability arising out of the activities performed by or on behalf of Purchaser pursuant to this Settlement. In addition, for the duration of the Settlement, Purchaser shall provide EPA and MDEQ with certificates of such insurance and a copy of each insurance policy. Purchaser shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement, Purchaser shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Purchaser in furtherance of this Settlement. If Purchaser demonstrates by evidence satisfactory to EPA and MDEQ that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in a lesser amount, Purchaser need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. Purchaser shall ensure that all submittals to EPA and MDEQ under this Paragraph identify the McLouth Steel Facility, Trenton and Riverview, Michigan and the EPA docket number for this action.

XXV. MODIFICATION OF WORK

98. The OSC or RPM, after conferring with MDEQ and Purchaser, may make minor modifications to the Work Plan in writing or by oral direction; provided, however, that no Work Plan may be so modified to expand the scope of the Work required under this Settlement. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of the OSC's or RPM's oral direction. Any other requirement of this Settlement may be modified in writing by mutual agreement of the Parties.

99. If Purchaser seeks permission to deviate from any approved Work Plan or the SOW, Purchaser's Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Other than minor deviations to cope with conditions encountered at the Property, Purchaser may not proceed with the requested deviation until receiving oral or written approval from EPA's OSC or RPM pursuant to Paragraph 98.

100. No informal advice, guidance, suggestion, or comment by the OSC or RPM or other EPA or MDEQ representatives regarding any deliverable submitted by Purchaser shall relieve Purchaser of its obligation to obtain any formal approval required by this Settlement, or to comply with all requirements of this Settlement, unless it is formally modified.

XXVI. NOTICE OF COMPLETION OF WORK

101. When EPA determines, after review of the Final Report(s) and consultation with MDEQ, that the Demolition Requirement and all Work (with the exception of that provided for in Paragraph 3 and subparagraph 7(f) of the SOW) has been fully performed in accordance with this Settlement, EPA will promptly provide written notice to Purchaser. If EPA, after consultation with MDEQ, determines that any Work has not been completed in accordance with this Settlement, EPA will notify Purchaser, provide a list of the deficiencies, and require Purchaser to correct such deficiencies. After correcting the deficiencies, Purchaser shall submit a modified Final Report. Subject to the dispute resolution provisions of this Settlement (Section XIV), failure by Purchaser to cure the deficiencies consistent with this Settlement shall be a violation of this Settlement.

XXVII. PUBLIC COMMENT

102. This Settlement shall be subject to a thirty (30) day public comment period, and, if requested may include a potential public meeting, after which the United States may modify or withdraw its consent to this Settlement if comments received disclose facts or considerations which indicate that this Settlement is inappropriate, improper or inadequate.

XXVIII. EFFECTIVE DATE

103. The effective date of this Settlement shall be the date upon which each of the following have occurred: (a) EPA issues written notice to Purchaser that the United States, EPA and the State have fully executed the Settlement after review of and response to any public comments received, and (b) Purchaser takes title to the Property (Purchaser shall notify the State and EPA within three (3) days of taking title to the Property).

XXIX. INTEGRATION/APPENDICES

104. Except as set forth in Paragraph 24, this Settlement and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement. The following appendices are attached to and, with the exception of Appendix E, incorporated into this Settlement.

a. Appendix A is a map of and legal description of the Property

b. Appendix B is a map of the Facility

c. Appendix C is the Map of Structures to be Demolished

d. Appendix D is the Statement of Work

e. Appendix E is the Action Memorandum

f. Appendix F is a Notification to Transferee.

XXX. DISCLAIMER

105. This Settlement in no way constitutes a finding by EPA or MDEQ as to the risks to human health and the environment which may be posed by contamination at the Property or the Facility nor constitutes any representation by EPA or MDEQ that the Property or the Facility is fit for any particular purpose.

XXXI. PAYMENT OF COSTS

106. If Purchaser fails to comply with the terms of this Settlement, it shall be liable for all litigation and other enforcement costs incurred, including the costs incurred in the event of a Work Takeover, by the United States or the State to enforce this Settlement or otherwise obtain compliance, as authorized by law.

XXXII. NOTICES AND SUBMISSIONS

107. Any notices, documents, information, reports, plans, approvals, disapprovals, or other correspondence required to be submitted from one party to another under this Settlement, shall be deemed submitted either when an email is transmitted and received, it is hand-delivered, or as of the date of receipt by certified mail/return receipt requested, express mail, or facsimile.

Submissions to Purchaser shall be addressed to:

Name:	MSC Land Company, LLC
Title: Attn:	President
Address:	12225 Stephens Rd. Warren, MI 48089
Phone:	586-467-1707
Email:	msamhat@gocrown.ws

All submissions to U.S. EPA shall be addressed to:

Brian Kelly
U.S. Environmental Protection Agency
R5 Emergency Response Branch #1
9311 Grosse Ile Road
Grosse Ile, MI 48138
kelly.brian@epa.gov

With copies to:

Steven P. Kaiser
Associate Regional Counsel – C14J
U.S. Environmental Protection Agency
77 West Jackson Boulevard
Chicago, Illinois 60604

(312) 353-3804
kaiser.steven@epa.gov

All submission to MDEQ shall be addressed to:

Name	Dave Kline, Manager Superfund Section Remediation and Redevelopment Division
Address	Department of Environmental Quality P.O. Box 30246 Lansing, Michigan 48909-7926
Phone:	(517) 284-5121
Email:	klined@michigan.gov

With copies to:

Name	Polly Synk
Title	Assistant Attorney General
Address	P.O. Box 30755
City	Lansing, Michigan
Telephone	(517) 373-7540
Email	synkp@mighigan.gov

All submissions or notifications to the United States shall be addressed to:

Chief
U.S. Department of Justice
Environmental and Natural Resources Division
Environmental Enforcement Section
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ# 90-5-1-1-4144/1

All submissions and notifications to the United States shall also be sent to EPA at the addresses listed above.

XXXIII. PAYMENT OF STATE FUTURE OVERSIGHT COSTS

108. Payments for State Future Oversight Costs. The Purchaser shall reimburse the MDEQ for State Future Oversight Costs lawfully incurred while performing oversight of activities conducted by the Purchaser, up to and including $100,000 annually for each calendar year beginning in 2018 and thereafter until EPA provides the Notice of Completion of Work as provided in Paragraph 101 of this Settlement. In February of 2019, and each February thereafter, the MDEQ will send Purchaser an invoice for payment of State Future Oversight Costs for the prior year. The invoice will include the nature of the costs incurred and the dates the costs were incurred and the MDEQ's underlying State Future Oversight Costs documentation, including

time sheets, travel vouchers, contracts, invoices, and payment vouchers as may be available to MDEQ. The Purchaser shall reimburse the MDEQ for such State Future Oversight Costs within forty-five (45) days of receipt of each invoice requiring payment according to the procedures provided in subparagraph 108(a), unless the Purchaser challenges the demand for State Future Oversight Costs pursuant to the dispute resolution procedures set forth in Paragraph 109.

a. Interest. To ensure timely payment of the State Future Oversight Costs, the Purchaser shall pay an interest penalty each time it fails to make a complete or timely payment. The rate of interest on the outstanding unpaid balance of the amounts recoverable shall be the same rate as specified in Section 6013(8) of the Revised Judicature Act of 1961, Act 236 of 1961, MCL § 600.6013(8). The interest on unpaid State Future Oversight Costs shall begin to accrue on the date of the bill and shall continue to accrue on any unpaid balance.

b. Payment. The Purchaser shall pay the State Future Oversight Costs, and any interest accrued due to late payment of these amounts, by check made payable to the "State of Michigan – Environmental Response Fund." Payment must be mailed to the Department of Environmental Quality, Cashier's Office, P.O. Box 30657, Lansing, Michigan 48909-8157, or hand delivered to the Cashier's Office for DEQ, Accounting Services Division, 1st Floor, Van Wagoner Building, 425 West Ottawa Street, Lansing, Michigan 48933. To ensure proper credit, all payments made pursuant to this Settlement must include the Payment Identification Number MUL50106. All payments shall reference the Settlement and the Purchaser's name and address. A copy of the transmittal letter and the check shall be provided simultaneously to the Managers of the Enforcement Section and the Superfund Section, Department of Environmental Quality, Remediation and Redevelopment Division, P.O. Box 30426, Lansing, Michigan 48909-7926, and to the State of Michigan Assistant Attorney General at the address listed in the signatory section of this Settlement. State Future Oversight Costs recovered pursuant to this Section shall be deposited into the Environmental Response Fund.

109. Dispute Resolution for State Future Oversight Costs. Purchaser may dispute all or part of an invoice for State Future Oversight Costs submitted under this Settlement for review and oversight of Work conducted pursuant to this Settlement, only if Purchaser alleges that i) the MDEQ has made an accounting error, ii) a cost item was not included in the definition of State Future Oversight Costs, or iii) a cost item was not lawfully incurred. In any challenge to a MDEQ invoice for payment of the State's Future Oversight Costs, Purchaser shall have the burden of establishing that one or more of the allegations in the preceding sentence is true, in which case the cost shall not be recoverable against Purchaser. A dispute shall be considered to have arisen on the date the MDEQ receives written notification from the Purchaser invoking dispute resolution. Purchaser shall send to the MDEQ Project Coordinator a copy of the transmittal letter and check paying the uncontested State Future Oversight Costs. The dispute resolution process set forth in this Paragraph 109 shall be the exclusive mechanism for resolving disputes concerning payment of the State.

If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Purchaser shall pay the full amount of any uncontested costs to the MDEQ as specified in subparagraph 108.b. on or before the due date. Interest shall not accrue on any contested costs that are resolved in Purchaser's favor.

a. Dispute Notifications. Purchaser shall notify the MDEQ in writing within thirty (30) calendar days of receipt of MDEQ's invoice, unless the objection(s) has/have been resolved informally. The written notice shall be sent to the MDEQ Project Coordinator and shall identify the specific costs in dispute, the relevant factors upon which the dispute is based, all factual data, analysis or opinion supporting Purchaser's position, and all supporting documentation on which Purchaser relies. MDEQ shall provide its Statement of Position, including supporting documentation, no later than ten (10) calendar days after receipt of the written notice of dispute. The time periods for the exchange of written documents relating to the dispute(s) may be modified by written agreement between MDEQ and Purchaser.

b. Resolution of Disputes. An administrative record of any dispute under this Section shall be maintained by MDEQ. The record shall include the Purchaser's written notification of dispute, including any supporting documentation, and the MDEQ's Statement of Position. Based upon a review of the administrative record, the MDEQ's Deputy-Director shall resolve the dispute consistent with the terms of this Settlement. If the MDEQ prevails in the dispute, within thirty (30) days of the resolution of the dispute, Purchaser shall pay the sums due (with accrued interest) to MDEQ. If Purchaser prevails concerning any aspect of the contested costs, Purchaser shall pay that portion of the costs (plus associated accrued interest) for which it did not prevail to the MDEQ.

In the matter of the McLouth Steel Facility, Trenton and Riverview, Michigan, and MSC Land Company, LLC, Administrative Settlement and Covenant Not To Sue:

IT IS SO AGREED:

BY: Michael Samhat, President

08/02/18

Name MSC Land Company, LLC Date

In the matter of the McLouth Steel Facility, Trenton and Riverview, Michigan, and MSC Land Company, LLC, Administrative Settlement and Covenant Not To Sue:

IT IS SO AGREED:

BY: Michael Samhat, President

08/02/18

Name Crown Enterprises, Inc. Date

In the matter of the McLouth Steel Facility, Trenton and Riverview, Michigan, and MSC Land Company, LLC, Administrative Settlement and Covenant Not To Sue:

IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY:

Jim Payne for Cathy Stepp 8-6-18

Regional Administrator Date
Region 5

In the matter of the McLouth Steel Facility, Trenton and Riverview, Michigan, and MSC Land Company, LLC, Administrative Settlement and Covenant Not To Sue:

IT IS SO AGREED: UNITED STATES DEPARTMENT OF JUSTICE

BY:

Jeffrey H. Wood — 8/1/18

Jeffrey H. Wood
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

Date

In the matter of the McLouth Steel Facility, Trenton and Riverview, Michigan, and MSC Land Company, LLC, Administrative Settlement and Covenant Not To Sue:

IT IS SO AGREED:

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

BY:

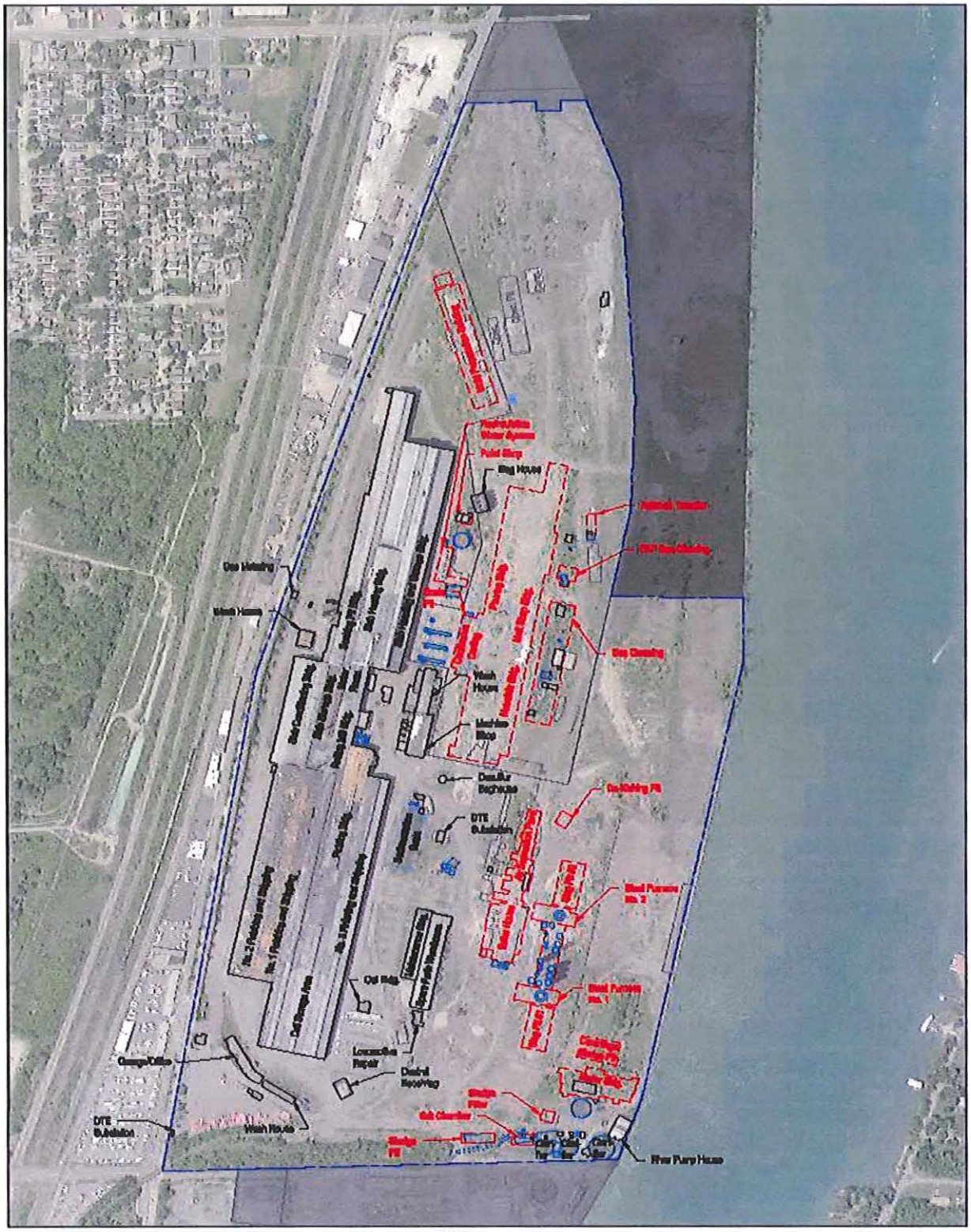
C. Heidi Grether 8.7.18

Director Date

C. Heidi Grether

Appendix A

PROPERTY MAP &
LEGAL DESCRIPTION



Former McLouth Steel Trenton Plant — 1491 West Jefferson Avenue, Trenton, MI

Created for: MCS Land Company, LLC

ASTI Project 10191, JMD/SBW, April 11, 2018

ASTI Environmental

County Property Map

Land situated in the City of Trenton, County of Wayne and State of Michigan described as follows:

Part of Fractional Sections 7, and 8, Town 4 South, Range 11 East, City of Trenton Wayne County, Michigan and including "KIRBY-SORGE-FELSKE CO. WEST-JEFFERSON SUBDIVISION No. 1" of part of the east one-half of said Fractional Section 7, Monguagon Township, Wayne County, Michigan as recorded in Liber 36, Page 41 of Plats, Wayne County Records, being more particularly described as: COMMENCING at the Northwest corner of Lot 51; thence N 88°49'45" E, 20.58 feet to the POINT OF BEGINNING;

thence N 89°50'34" E, 313.59 feet [N 88°49'45" E, 313.59 feet (R)];

thence S 00°09'27" W, 50 feet [S 01°10'15" E, 50 feet (R)];

thence S 89°50'33" E, 100 feet [N 88°49'45" E, 100 feet (R)];

thence N 00°09'27" E, 50 feet [N 01°10'15" W, 50 feet (R)];

thence S 89°50'33" E, 103.85 feet [N 88°49'45" E, 98.44 feet (R)];

thence S 24°53'02" E, 403.41 feet [S 24°33'02" E, 416.51 feet (R)];

thence S 03°14'45" E, 919.67 feet;

thence S 02°05'55" W, 566.98 feet;

thence S 12°09'30" W, 438.31 feet;

thence S 88°36'53" E, 575.24 feet to a point on the U.S Harbor Line;

thence S 01°23'07" W, 346.35 feet along said Harbor Line to Harbor Line Point No. 39;

thence S 12°28'27" W along said U.S. Harbor Line, 2104.70 feet to Harbor Line Point No. 40;

thence S 27°45'17" W along said Harbor Line, 291.16 feet [219.34 feet (R)];

thence S 88°38'54" W, 1939.73 feet [S 88°39'09" W, 1939.65 feet (R)];

thence N 10°29'08" E, 2318.36 feet;

thence N 17°11'49" E, 1153.17 feet;

thence N 19°38'03" E, 1269.98 feet [N 19°29'19" E, 1269.85 feet (R)];

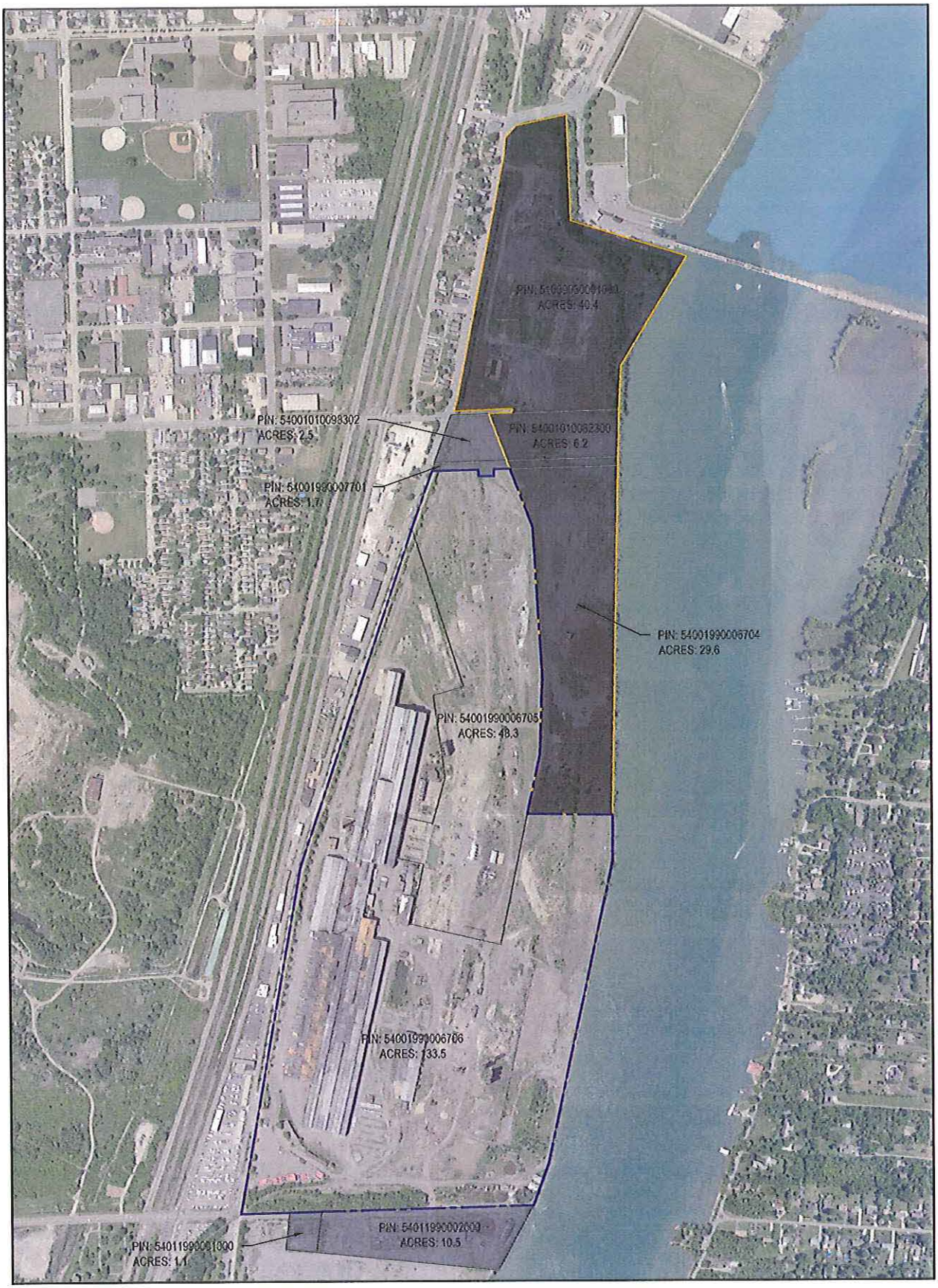
thence N 19°12'13"E, 446.72 feet to the POINT OF BEGINNING.

Containing 183.35 acres of land and subject to easements and restrictions of record, if any.

PINs: 54-001-99-0006-706
54-001-99-0006-705

Appendix B

FACILITY



Former McLouth Steel Trenton Plant

1491 West Jefferson Avenue, Trenton, MI

Created for: MCS Land Company, LLC

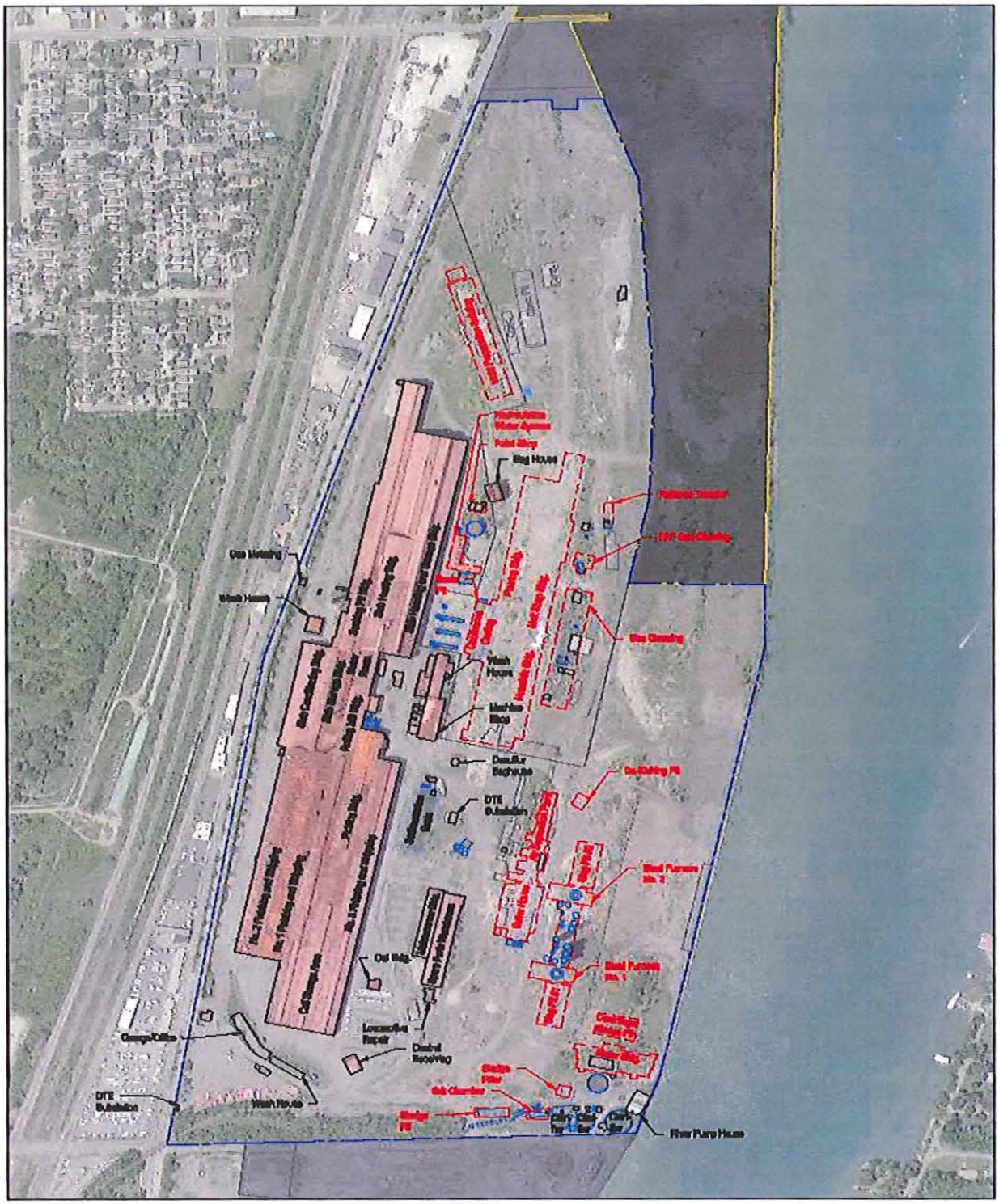
ASTI Project 10391, JMD/SBW, April 11, 2018

ASTI Environmental

Facility Map

Appendix C

STRUCTURES TO BE DEMOLISHED



Former McLouth Steel Trenton Plant — 1491 West Jefferson Avenue, Trenton, MI

Created for: MCS Land Company, LLC

ASTI Project 10191, JMD/SBW, April 11, 2018

ASTI Environmental

Structures to be Demolished

Appendix D

STATEMENT OF WORK

1. Purpose of the SOW

(a) This Statement of Work ("SOW") sets forth the procedures and requirements for implementing the Work under the Settlement.

(b) The terms used in this SOW that are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), in regulations promulgated under CERCLA, or in the Settlement have the meanings assigned to them in CERCLA, in such regulations, or in Paragraph 10 of the Settlement, except that the term "Paragraph" means a paragraph of the SOW, and the term "Section" means a section of the SOW, unless otherwise stated.

2. Submission of Work Plans

Purchaser shall provide to EPA for approval in order to implement each of the requirements listed below a Work Plan or series of Work Plans and a schedule or schedules for undertaking those requirements. Should Purchaser wish to commence work provided for under Paragraphs 3, 4, and/or 5 below before approval of a Work Plan regarding any of that work, it may do so, provided that Purchaser proceeds consistent with the provisions of those Paragraphs. To the extent work performed by Purchaser prior to plan approval does not satisfy the tasks required by the approved plans, Purchaser shall promptly take those actions necessary to satisfy those tasks.

3. Site Security

MSC Land Company, LLC ("Purchaser") will maintain fencing in good repair around the Property until EPA completes all necessary response actions at the Property or, upon request by Purchaser, EPA approves modification of this fencing requirement. Twenty-four-hour (third-party) Property security will be provided during this period as is reasonably determined necessary by Purchaser.

4. Dust Control

Purchaser shall prepare a dust control plan for review and approval by EPA and then implement the approved dust control plan until Purchaser completes the Demolition Requirement and Work required under Paragraphs 6 through subparagraph 7(d) below. The dust control plan will consist of the following elements: haul roads will be covered with asphalt millings or other appropriate cover; other exposed surfaces will be wetted as required to control dust; trucks will be decontaminated, as necessary, before leaving the Property; and dust monitoring for manganese will be conducted at the Property line during site activities. Should EPA later determine, based upon observations of conditions at the Property, that the approved dust control

plan is not adequate because it fails to protect human health and the environment, Purchaser shall submit to EPA within thirty (30) days of written notice from EPA, and pursuant to the procedures in Paragraph 32 of the Settlement, a draft revised Work Plan regarding dust control. Purchaser shall implement the modified Work Plan as approved by EPA.

5. Surface Water Run-Off

(a) Purchaser will assess options for stormwater management on the Property. The assessment will include a characterization of the content and volume of storm water on the Property. The management options that Purchaser will consider include, among other management options, eliminating sheet flow to the Trenton Channel; re-grading the Property to collect stormwater and discharging it to either the Trenton Channel according to a National Pollution Discharge Elimination System ("NPDES") permit or the city of Trenton publicly owned treatment works under a pre-treatment permit; and implementing sediment and erosion controls under Part 91 of the State's authorized program. Purchaser will also seek to identify any other permits or approvals necessary for stormwater management controls, and sediment and erosion controls on the Property.

(b) Purchaser shall summarize in a stormwater management report ("SWMR") its assessment of the content and volume of the stormwater, stormwater management options, and erosion and sediment control options. Purchaser shall also identify in the SWMR all permits or approvals that may be necessary to implement the identified stormwater management options, and sediment and erosion management options. Purchaser shall submit the SWMR to EPA and the State within 18 months of the Effective Date.

(c) Purchaser's obligations under this Paragraph 5 shall be complete once it has performed the assessment and submitted the SWMR to EPA and the State. Notwithstanding any other provision of the Settlement, the Settlement does not itself impose any requirements upon Purchaser for Clean Water Act compliance purposes beyond those identified in subparagraphs 5 (a) and (b) above. Purchaser acknowledges that upon taking title to the Property, it will become subject to applicable provisions of the Clean Water Act ("CWA") and the State's authorized program.

6. Removal of Water and Sludges from Subsurface Structures

(a) For each of the units listed in subparagraph 6(g), below, that are included in this task, Purchaser, EPA, and the State have identified a target list of chemicals of interest ("COI") for the purposes of this Paragraph 6. That target list is set forth in Table 1 attached to this SOW. PCBs are among the COI.

(b) Purchaser will remove existing liquids and associated sludges from the basements, pits, basins, sumps, lagoons and process piping, if any, in the Waste Management Units ("WMUs") and Areas of Concern ("AOCs") identified below. Purchaser will characterize the liquids and sludges and then properly dispose of the liquids and sludges off-site or discharge

them under permit to the City of Trenton POTW. Process piping will be gravity drained and then plugged prior to cleaning or backfilling of the WMU or AOC. If analysis of COIs in liquids indicates that concentrations of all COIs are below drinking water standards, then those liquids may be used onsite for cleaning or dust control. For purposes of this Paragraph 6, sludges are defined as saturated solids associated with a liquid.

(c) For subsurface structures that: (i) have been previously backfilled by prior owners or operators, Purchaser will not be required to remove any liquids or sludges, but will document current site conditions; or (ii) will remain in-place and have not been previously backfilled by prior owners or operators, Purchaser will power wash the structures, characterize the cleaning liquids that remain from the power washing, and either dispose of the cleaning liquids off-site or discharge them under permit to the City of Trenton POTW.

(d) Following structure cleaning activities, Purchaser will collect material samples of the concrete from the unit for analysis of the COI.

(e) Purchaser will backfill the subsurface structure with clean fill or inert materials, if analysis of the material samples collected pursuant to subparagraph 6(d) indicates that the concentrations of COIs are below applicable non-residential criteria for soils using the direct contact criteria under Part 201 of Michigan Act 451, and do not exceed 25 parts per million ("ppm") for PCBs.

(f) If concentrations are above these criteria, Purchaser will either retest the materials to confirm the results, again clean and then retest the materials until the referenced criteria are met, or remove and dispose of the materials in compliance with applicable federal and state requirements, at which time Purchaser will backfill the structure with clean fill or inert material. Prior to backfilling the Purchaser may crack or otherwise drill holes in the structure. If the structure was not previously communicating with groundwater, Purchaser shall place surfacing materials over the backfill, such as asphalt.

(g) This Paragraph 6 pertains to the following units:

i. AOCs: 34 (Former Large Pond No. 3), 35 (Dekishing Pit), 36 (Former Pond Area No. 1), 37 (Former Pond Area No. 2).

ii. WMUs: 1 (Sedimentation Basin), 9 (Centrifuge Sludge Pit), 10 (Standby Sludge Basin), 13 (Sludge Filter Press Loadout Area), 15 (Wastewater Treatment Plant Sludge Management Units), 23 (BOF Gas Sludge Pit), 25 (K061 Settling Basin), 42 (Concast Scale Pit), 43 (Concast Grit Basin), 49 (Downcoiler Sump), 50 (South Motor Room Sump), 51 (Basement Sump), 52 (Scale Pit), 53 (Roughing Mill Pit), 54 (Old Four High Scale Pit), 55 (Blooming Mill Scale Pit), 56 (Reheat Sump), and 57 (Heater Area).

iii. South Motor Room Basement (located in the main production building inside No. 1 finishing building).

7. Historical PCB Releases

(a) The areas for investigation (the "AFI") for this Paragraph 7 are as follows:

i. South Motor Room (located in the main production building inside No. 1 finishing building).
ii. Continuous Caster Substation (continuous casting building has been demolished).
iii. Electric Room of the Recirculation Water System (recirculation water system building has been demolished).
iv. Existing and former transformer locations at AOC 48 (located northeast of machine shop).
v. Existing and former transformer locations at AOC 66 (located south of rolling mill).

(b) Purchaser will develop a grid for sampling of each area, and identify the number of samples to be taken in each area based on the MDEQ guidance document titled "Sampling Strategies and Statistics Training Materials for Part 201 Cleanup Criteria" dated 2002 and actual site conditions (or Purchaser may optionally use incremental sampling in its discretion). Purchaser will collect soil and surface samples based on random grid locations. The objective of this sampling is to determine the horizontal extent of PCBs that exceed 25 ppm. For soil sampling: (i) samples will be collected from exposed soils at a depth of 0-6" below ground surface and (ii) should sampling results indicate the presence of PCBs over 25 ppm, Purchaser shall continue to sample until the lateral extent of PCB contamination above 25 ppm has been determined. A report providing the results of sampling and analysis will be provided to EPA and MDEQ within twenty-four (24) months of the approval of the Work Plan for Paragraph 7 tasks.

(c) PCB concentrations on surfaces of the AFIs will be addressed as follows:

i. PCB sampling will be conducted on surfaces where visual observation and historical uses demonstrate the likely presence of PCBs on those surfaces.
ii. If the sampling results indicate the presence of PCBs over 25 ppm Purchaser shall either remove the contaminated surfaces or clean such surface until sampling results indicate the PCBs are below 25 ppm.

(d) For those AFIs sampled in subparagraph (c), above, where surfaces indicate the reasonable potential of an historical PCB release to the soil below the AFI, Purchaser shall perform soil sampling below the area where the release is anticipated to have occurred.

(e) If soil sampling identifies areas in which concentrations of PCBs are:

i. greater than 25 ppm but equal to or less than 50 ppm, then Purchaser, within ninety (90) days of confirming those PCB concentrations, shall: place (or, if already existing, maintain) an engineered control or a four-foot high chain link fence around any such area with signage that warns of potential risks from entering the area; or

ii. greater than 50 ppm, then Purchaser, within ninety (90) days of confirming those PCB concentrations, shall either maintain an existing engineered control or (i) place signage; (ii) place adequate cover to assure no contact with the underlying contaminated material; (iii) place a colored plastic membrane between the existing porous or non-porous material and the foregoing cover; (iv) if using fill material, stabilize the cover as necessary by planting grass or placing sod; and (v) for fill material cover, maintain the grass or sod cover, watering as necessary.

(f) Purchaser will maintain the integrity of the measures in subparagraph 7(e) until (i) EPA approves termination of those measures based on site-specific risk, (ii) Purchaser moves forward with development in an area at which such measures have been implemented, or (iii) EPA issues a decision document that addresses any such area and takes response action to address any such area, whichever is earlier.

(g) Nothing in Section VIII (Work to be Performed) of the Settlement, or the SOW, shall be construed as imposing upon Purchaser any obligation to take any response action (including the payment of response costs other than State Future Oversight Costs as specifically provided for in the Settlement) with respect to PCB-contaminated soil or surfaces identified in the AFIs beyond the obligations set forth in this Paragraph 7.

Table 1 Chemicals of Interest for Liquids and Sludges

Chemical of Interest	WMU-1 Sedimentation Basin	WMU-9 Centrifuge Sludge Plt	WMU-10 Standby Sludge Basin	WMU-13 Sludge Filter Press Loadout Area	WMU-15 WWTP	WMU-23 BOF Gas Sludge Pit	WMU-25 K061 Settling Basin	WMU-42 Concast Scale Pit	WMU-43 Concast Grit Basin	WMU-49 Downcoiler sump	WMU-50 South Motor room sump	WMU-51 Basement Sump	WMU-52 Scale Pit	WMU-53 Roughing Mill Pit	WMU-54 Old Four High Scale Pit	WMU-55 Blooming Mill Scale Pit	WMU-56 Reheat Sump	WMU-57 Heater Area	AOC-T34 Former Large Pond No. 3	AOC-T35 Dekishing Pit	AOC-T36 Former Pond Area No. 1	AOC-T37 Former Pond Area #2
Arsenic	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X		X	X
Barium	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X		X	X
Cadmium							X															
Chromium	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Copper	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X		X	X
Iron																				X		
Lead	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X
Manganese	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Mercury	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Nickel	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X		X	X
Vanadium	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X		X	X
Zinc	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X

VOCs	X	X	X		X		X	X		X	X	X	X		X	X	X					
SVOCs	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X		X	X
PCBs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Appendix E

ACTION MEMORANDUM

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

JUL 31 2018

S-6J

MEMORANDUM

DATE:

SUBJECT: Enforcement Action Memorandum – Determination of Threat to Public Health and the Environment at the McLouth Steel Facility – Southern Section, 1491 Jefferson Avenue, Trenton, Michigan 48183

FROM: Brian Kelly, On-Scene Coordinator
Emergency Response Branch 1, Section 2

THRU: Jason El-Zein, Chief
Emergency Response Branch 1

TO: Douglas Ballotti, Acting Director
Superfund Division

Site ID # A557 01

I. PURPOSE

The purpose of this action memorandum is to document the determination of an imminent and substantial threat to public health and the environment posed by the release and presence of hazardous substances contained in liquids and sludges in basements, pits, basins, sumps and lagoons within the southern portion of the former McLouth Steel facility in Trenton, Michigan. These liquids and sludges contain polychlorinated biphenyls (PCBs); heavy metals including arsenic, cadmium, chromium, lead, and mercury; and/or volatile and semi-volatile organic compounds (collectively, contaminants of concern).

EPA has elected to divide the former McLouth Steel facility into two sections. The northern section consists of approximately 76 acres (RTRR Facility) and is owned by Riverview-Trenton Railroad Company (RTRR). The RTRR Facility will be addressed by the State of Michigan under Resource Conservation and Recovery Act (RCRA) and analogous State law authorities. The southern section consists of approximately 200 acres. Approximately 183 acres of the southern section is currently owned by the Wayne County Land Bank (WCLB) but will be acquired by MSC Land Company, LLC (MSC or the Purchaser). EPA intends to address the southern section of the facility under its CERCLA authorities. This Action Memorandum identifies removal actions that will prevent and mitigate releases of hazardous substances from specified areas within the section currently owned by WCLB. The WCLB portion of the southern section will be referred to in this Action Memorandum as "the Property."

The contaminants of concern at the Property were released between principally 1950 and 1995 when the former McLouth Steel facility was in active operation. The contaminants of concern are each defined as CERCLA hazardous substances by 40 C.F.R. § 302.4.

The removal action at the Property will be conducted under the terms of an Administrative Settlement Agreement and Covenant Not to Sue (Settlement). The Settlement will be entered into between MSC, an MSC affiliate, the State of Michigan, and the United States on behalf of the Environmental Protection Agency. As this is a unique Settlement and EPA intends to propose listing of the approximately 197-acre, southern section of the former McLouth facility on the National Priorities List, the Superfund Division's Remedial Branch may oversee the work to be performed under terms of the Settlement after 12 months.

The proposed actions to prevent or mitigate the risks posed by the release of these hazardous substances at the Property will be implemented under the Settlement pursuant to Section 106(a) of CERCLA and consistent with the National Contingency Plan (NCP), 40 CFR Part 300 et. seq., as promulgated pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9601 et. seq.

II. SITE CONDITIONS AND BACKGROUND

Name:	McLouth Steel Facility – Southern Section
Superfund Site ID:	A557_01
CERCLIS ID:	MID017422304
Site Location:	1496 Jefferson Street, Trenton, Wayne County, Michigan 48183
Lat/Long:	47.188643, -88.406217
Potentially Responsible and Viable Parties (PRPs):	None
NPL Status:	Intended to be proposed in the fall of 2018
Category:	CERCLA Time-Critical Removal Action

A. Site Description

1. Removal site evaluation

In connection with an order issued by Michigan Department of Environmental Quality (MDEQ) to the Detroit Steel Corporation in 1999 (AR #1), MDEQ identified within the footprint of the former McLouth Steel facility over 70 waste management units (WMUs) and areas of concern (AOCs). From these WMUs and AOCs, EPA selected three sources of risk within the Property to further evaluate and "score" for the purpose of proposing the Property for the NPL. These three sources of risk include abandoned PCB-containing transformers and capacitors; soils contaminated with metals and other hazardous substances; and a sedimentation basin that contains solids, liquids and sludges that contain hazardous substances.

In addition to the risks identified in the MDEQ order of 1999, on December 5, 2014, MDEQ provided EPA with a CERCLA Re-Assessment Report (AR #19). The report identified groundwater, surface water runoff, direct contact, and waste piles as risks that originate from the Property and pose risks to the environment, workers at the Property, and area residents.

More recently, MDEQ issued a report on July 3, 2017, entitled, *Expanded Site Inspection Report for McLouth Steel* (AR #20). The report states, "site source contaminants, including several volatile and semi-volatile organic compounds, polychlorinated biphenyls, and metals, have been documented as

impacting pathways. Dioxins and furans have also been documented in the surficial soils on the site [and within the Property] and in impacted sediments in the surface water pathway."

On August 8, 2017, ECT Environmental Consulting & Technology, Inc. issued a report (AR #21) that identified 134 Recognized Environmental Conditions including abandoned debris piles, machinery and equipment, hazardous material storage piles, waste treatment process piles and other industrial equipment. Many of these identified conditions were located within the Property.

On September 14, 2017, Tetra Tech Inc. issued a Draft Preliminary Site Remediation Cost Estimate (AR #23). The report evaluated individual WMUs and AOCs and placed them into groupings for development of remedial strategies.

In November 2017, in consultation with MDEQ, EPA reviewed the previous reports and selected priority releases to be addressed in the Settlement. The prioritized WMUs and AOCs, listed below, were selected based on their proximity to the Detroit River, whether they were sources of previous releases, and their potential for future releases.

AOCs: 34 (Former Large Pond No. 3), 35 Dekishing Pit, 36 (Former Pond Area No. 1), and 37 Former Pond Area No. 2.

WMUs: 1 (Sedimentation Basin), 9 (Centrifuge Sludge Pit), 10 (Standby Sludge Basin), 13 (Sludge Filter Press Loadout Area), 15 (Wastewater Treatment Plant Sludge Management Units), 23 BOF Gas Sludge Pit, 25 (K061 Settling Basin), 42 Concast Scale Pit, 43 Concast Grit Basin, 49 Downcoiler sump, 50 South Motor room sump, 51 Basement Sump, 52 Scale Pit, 53 Roughing Mill Pit, 54, Old Four High Scale Pit, 55 Blooming Mill Scale Pit, 56 Reheat Sump, and 57 Heater Area.

2. Physical location

Both the southern and northern sections of the former McLouth facility are located along the western bank of the Trenton Channel of the Detroit River. The northern section and a small portion of the southern section are within the city of Riverview, Michigan while most of the southern section is within the city of Trenton, Michigan, approximately 15 miles south of the City of Detroit. West Jefferson Avenue in the cities of Trenton and Riverview provides the western boundary of the facility.

3. Site Characteristics

The former McLouth Steel facility is located on level ground adjacent to the Detroit River. The Detroit River is a flyway for migrating birds and used recreationally by boaters and fishermen. Large, abandoned structures, pits, and ponds remain within the Property.

An Environmental Justice (EJ) analysis for the site was conducted. Screening of the surrounding area used Region 5's EJ Screen Tool, which applies the interim version of the national EJ Strategic Enforcement Assessment Tool (EJSEAT). Region 5 has reviewed environmental and demographic

data for the area surrounding the site and has determined there is a potential for EJ concerns at this location.

4. Release or threatened release into the environment of a hazardous substance, or pollutant or contaminant

Releases of hazardous substances at the Property pose risks to public health and the environment due to exposure through direct contact, impoundment overflows, and surface water run-off. This Action Memorandum approves and authorizes removal actions that are provided for in the Settlement. Those actions will remove, mitigate, abate, stabilize and prevent releases within the following areas of the Property.

WMUs 1 - Sedimentation Basin

This basin is filled with oily liquids and oily water. MDEQ and EPA sample results show the sediments and liquids contain metals, PCBs, and polynuclear aromatic hydrocarbons. This basin caught fire on June 14, 2007.

WMU 10 - Standby Sludge Basin

This basin is directly adjacent to the Detroit River. It contains liquids and sludge from the Wastewater Treatment Plant (WWTP) operations. WWTP operations are associated with heavy metals including cadmium, chromium, and lead.

WMU 15 - Wastewater Treatment Plant Sludge Management Units

These units are located less than 500' from the Detroit River and contain sludge from the WWTP operations.

WMU 23 - BOF Gas Sludge Pit

This pit is a series of interconnected, concrete-lined trenches located in the center of the Property. The operations of the BOF Gas Sludge Pit are associated with heavy metals including lead and arsenic.

WMU 25 - K061 Settling Basin

This basin includes interconnected, concrete-lined trenches and an open pit located in the center of the Property. The unit contains dust from emissions controls, which are a listed hazardous Waste (K061).

WMU 42 and 43 - Concast Scale Pit and Grit Basin

These basins are open pits located in the center of the Property. The units are associated with used waste oil, heavy metals, and SVOCs.

WMU 49 - Downcoiler Sump

This sump is a large, deep sump filled with potentially contaminated water located at the south end of Finishing Building No. 1 and the Coil and Storage Area Building. The sumps were used to accumulate oil and water.

WMU 50, 51, 52, 53, 54, 55, 56, and 57 - South Motor Room Sump, Basement Sump, Scale Pit, Roughing Mill Pit, Old Four High Scale Pit, Blooming Mill Scale Pit, Reheat Sump, and Heater Area are located in the main production buildings.

WMUs 50-57 are located within the footprints of structures located along Jefferson Avenue and slated for demolition. These WMUs contain grease, oil, oily water and potentially PCBs.

AOC 36 - Former Pond Area No. 1.

This pond is located approximately 500 feet from the Detroit River. The pond was partially filled. Site history supports the conclusion that the pond was partially filled with waste likely from the WWTP operations and/or railroad bottle car cleanout. WWTP operations are associated with heavy metals including cadmium, chromium and lead.

5. NPL status

EPA intends to propose the approximately 200-acre southern section of the former McLouth facility for the NPL in the fall of 2018. The southern section consists of the Property as well as a utility easement and parcels owned by Detroit Steel Corp (DSC). If listed, EPA expects to undertake a Remedial Investigation and Feasibility Study (RI/FS) to determine if any further response actions are necessary within the southern section. Any response activities undertaken by EPA will be separate from MSC's performance of the Work and Demolition Requirement under the Settlement. Consistent with the Settlement, EPA will provide oversight of the Work (as defined by the Settlement) and coordinate with MSC when it takes steps to develop the Property.

6. Maps, pictures and other graphic representations

Attachment 3 shows the locations of site operations, AOCs, and WMUs.

B. <u>Other Actions to Date</u>

1. Previous actions

On November 4, 1996, DSC filed a Notification of Hazardous Waste Activity Form pursuant to Section 310 of the Resource Conservation and Recovery Act (RCRA). In this notification, DSC identified itself as a generator of hazardous waste and an owner/operator of a treatment, storage, and disposal facility. On September 18, 1997, DSC filed a Part A hazardous waste permit application.

On January 20, 2000, MDEQ and DSC entered into a State of Michigan *Comprehensive Corrective Action and Remedial Consent Order for Trenton and Gibraltar Facilities* (Consent Order) for the implementation of corrective actions pursuant to State of Michigan Part 111, Hazardous Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and response activities, pursuant to State of Michigan Part 201, Environmental Remediation, of the NREPA. (AR #1).

The Consent Order included but was not limited to the following actions, many of which were intended to address conditions within the Property:

1) Interim Measures to mitigate known immediate threats to public health, safety, welfare, and the environment;

2) Emergency Response to mitigate imminent or substantial threats to public health, safety, welfare, and the environment;

3) Corrective Measures to investigate, evaluate remedial alternatives, and implement corrective actions, subject to MDEQ approval, for waste management units identified and to be identified;

4) Interim Response Actions to investigate, evaluate remedial alternatives, and implement response activities, subject to MDEQ approval, for Areas of Concern unites identified and to be identified;

5) Remedial Action Plans to be developed and implemented for each facility and anywhere hazardous substances have migrated from the facility, subject to MDEQ approval.

On March 9, 2000, EPA's Office of Prevention, Pesticides and Toxic Substances (OPPTS) enforcement section filed a *Complaint and Consent Agreement and Final Order* (CAFO) with DSC. The CAFO addressed conditions within the Property that caused violations of:

- 40 C.F.R. § 761.30(a)(1)(viii), which prohibits the storage of combustible materials within a PCB transformer enclosure, or within 5 meters of the PCB transformer enclosure, or within 5 meters of an unenclosed PCB transformer; and
- 40 C.F.R. § 761.65(a), which requires that any PCB article or PCB container stored for disposal before January 1, 1983, be removed from storage for disposal before January 1, 1984. Any PCB article or PCB container stored for disposal after January 1, 1983, must be removed from storage and disposed of as required within one year from the date when it was first placed in storage.

Under the terms of the CAFO dated March 9, 2000, DSC agreed to remove and dispose over 4,000 PCB capacitors stored within structures on the Property by 2003, and to clean up PCB spills. DSC disposed of about 900 capacitors, but performed no cleanup of PCB spills. (AR #5).

Between August 2004 and December 2005, EPA and MDEQ conducted the Black Lagoon dredging project under a Great Lakes Legacy Act agreement and removed 115,000 cubic yards of oil/grease, PCBs, mercury, and lead-contaminated sediments at a cost of $9.3 million. The Black Lagoon is located about a half-mile downstream of the McLouth facility in the Trenton Channel of the Detroit River and within the U.S. Fish & Wildlife Service's Detroit River International Wildlife Refuge. The McLouth steel mill "was considered the primary source of sediment contamination in the Black Lagoon." (AR #5 and #27).

On June 14, 2007, WMU 1, used by DSC to collect oil and located within the Property, caught fire. The Trenton Fire Department and the Downriver Emergency Response Team responded and requested EPA assistance. (AR #2 #3 and #4).

On January 31, 2008, DSC completed the voluntary removal of 1,091 containers of waste (AR #25) located within the Property; however, attempts by EPA to enter into an administrative order on

consent with DSC for the removal of PCB transformers and PCB capacitors were unsuccessful and on September 2, 2008, EPA issued a unilateral administrative order to DSC (V-W-08-C-909) (AR #6).

DSC attempted to comply with the unilateral administrative order but lacked the financial resources to remove the PCB transformers and capacitors (AR #8). In May 2009, EPA took over the work and removed from the Property 3,744 PCB-containing capacitors and 39,785 gallons of PCB oil (AR #18). Approximately 27 PCB-containing transformers, which were in use at the time of the removal, remain within the Property (AR #26).

On August 7, 2017, EPA was notified of a mercury spill at within the Property. EPA mobilized to clean up the release and eliminate the threat of further release (AR #24). The response action for the mercury spill was completed on or about August 8, 2017.

2. Current actions

In the spring of 2017, Wayne County foreclosed on the Property (former owner being DSC) and entered into a Purchase and Development Agreement (PDA) with Crown Enterprises, Inc. (Crown) (AR #22). Crown has since assigned its rights to MSC, an affiliated company. Under the terms of the PDA, MSC will demolish to grade buildings and structures within the Property (Demolition Requirement).

Satisfaction of the Demolition Requirement requires (i) the demolition to grade of the buildings and structures identified in Appendix C of the Settlement (the "Structures") in compliance with applicable emission standards set forth at Mich. Admin. Code R § 336.1942, and 40 C.F.R. Part 61, Subpart M, which has been delegated to MDEQ for the enforcement and implementation of the rule, and adopted by Michigan by reference in Mich. Admin. Code R § 336.1902; (ii) the removal and disposal of all asbestos containing materials encountered in the Structures in compliance with applicable emission standards set forth at Mich. Admin. Code R.336.1942, and 40 C.F.R. Part 61, Subpart M, which has been delegated to MDEQ for the enforcement and implementation of the rule, and adopted by Michigan by reference in R 336.1902 (iii) the removal and disposal of all PCB-waste materials encountered in the Structures as required under 40 C.F.R. § 761.61; and (iv) the removal and disposal of all drummed or containerized solid or hazardous wastes in the Structures consistent with the requirements of RCRA.

Pursuant to the Settlement, MSC will do the following upon taking title to the Property as set forth in Statement of Work (SOW), Appendix D of the Settlement: provide site security; prepare and implement an approved dust control plan; remove existing liquids and associated sludges from 22 identified subsurface areas; assess surface water run-off management options and sediment and erosion control options to eliminate sheet flow to the Trenton Channel; assess historical releases of contaminants of interest (including PCBs) in areas specified in the SOW; assess and take interim measures in connection with identified historical PCB releases at identified areas; and ensure that redevelopment of the Property is undertaken as set forth in the Settlement.

C. State and Local Authorities' Roles

1. State and local actions to date

MDEQ has been working closely with EPA to develop a comprehensive strategy for addressing both the northern and southern sections of the former McLouth facility. The local municipalities have passed resolutions in support of listing the McLouth Steel facility on the NPL. Wayne County has

entered into the PDA with Crown (with its rights assigned to MSC), which provides for, among other things, taking to grade existing structures, including the approximately 1.5 million square foot structure along Jefferson Avenue.

2. **Potential for continued State/local response**

Neither the state nor local governments have the resources to conduct a removal action at the site.

III. THREATS TO PUBLIC HEALTH OR THE ENVIRONMENT, AND STATUTORY AND REGULATORY AUTHORITIES

The conditions remaining at the Property present a substantial threat to the public health or welfare, and the environment, and meet the criteria for a time-critical removal action, pursuant to the NCP at 40 C.F.R. § 300.415(b)(1), based on the following factors in 40 CFR § 300.415(b)(2):

Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances or pollutants or contaminants.

EPA has developed a priority list of soils, and liquids and associated sludges in basements, pits, basins, sumps and lagoons for removal. The wastes are associated with mixes of oil, Arsenic, Cadmium, Chromium, Copper, Lead, Mercury, Selenium, Silver, Thallium, Zin, Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Chrysene, 2,4-Dimethylphenol, Fluoranthene, 4-Nitrophenol, Phenanthrene, Phenol, Pyrene, and/or dioxins and furans.

Evidence that supports the determination that hazardous substances may migrate from the Property include evidence of hazardous substances in sediment samples collected along the banks of the Trenton Channel of the Detroit River; the detection of hazardous substances at the downriver Black Lagoon that are similar in type to the hazardous substances found at the Property; and the release of mercury into an abandoned structure by trespassing vandals in 2017.

The Detroit River is fished year-round and in particular for Walleye during April and May.

Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released.

Storm water run-off is uncontrolled at the Property and generally flows towards the Detroit River. Many of the numerous ponds are hydraulically connected to the groundwater.

The availability of other appropriate federal or state response mechanisms to respond to the release.

No other federal or state response mechanism is available to respond in a timely manner given the exigencies of the situation.

IV. ENDANGERMENT DETERMINATION

Given the conditions at the Property, the nature of the known and suspected hazardous substances within the boundaries of the Property, and the potential exposure pathways described in Sections II and III above, actual or threatened releases of hazardous substances from the Property, if not

addressed by implementing the response actions selected in this Action Memorandum, may present an imminent and substantial endangerment to public health, or welfare, or the environment.

V. SELECTED REMOVAL ACTION

A. Description of the required removal action

The response actions described in this memorandum directly address actual or threatened releases of hazardous substances, pollutants or contaminants within the boundaries of the Property, which may pose an imminent and substantial endangerment to public health, or welfare, or the environment. Removal activities within the Property will consist of: the response actions set forth in the attached SOW, Appendix D of the Settlement.

1. Contribution to remedial performance

The proposed removal action at the Property will to the extent practicable, contribute to the efficient performance of any anticipated long-term remedial action with respect to the release of hazardous substances. The proposed removal action will remove large quantities of hazardous substances that provide threats of direct contact as well as being sources for surface water or groundwater contamination.

2. Applicable or relevant and appropriate requirements (ARARs)

All applicable, relevant and appropriate requirements of federal and State law will be complied with to the extent practicable. MSC Land Company will identify State and Federal ARARs in the work plan.

Federal ARARs include:

<u>Chemical-Specific</u>

Clean Water Act (CWA) 33 U.S.C. §§ 1251-1387 Chapter 26 - restricting discharges

National Pollutant Discharge Elimination System (NPDES) CWA §402, 40 C.F.R. Parts 122 and 125 - Regulates the discharge of treated effluent and storm water runoff to waters of the United States.

Resource Conservation and Recovery Act (RCRA) - Lists of Hazardous Wastes 40 C.F.R. Part 261, Subpart D

RCRA 40 C.F.R. Part 268 The temporary or permanent placement of restricted hazardous wastes on the land as part of a response action at a CERCLA site will trigger RCRA land disposal restrictions (LDR) treatment standards as applicable requirements.

Toxic Substance Control Act (TSCA) 15 U.S.C. §§ 2601 et seq. (1976)

RCRA, 40 C.F.R. Part 264 - hazardous waste storage, treatment, and disposal facilities

Action-Specific

Hazardous Materials Transportation Act -Standards Applicable to Transport of Hazardous Materials 49 U.S.C. 1801-1813, and 40 C.F.R. 107, 171-177

Standards Applicable to Generation of Hazardous Waste, 40 C.F.R. Part 262

Standards Applicable to Transporters of Hazardous Waste, 40 C.F.R. Part 263

Clean Water Act National Pollutant Discharge Elimination System 33 U.S.C. § 1342, 40 C.F.R. Part 122 - Requires permits for the discharge of pollutants from any point source into waters of the United States.

State ARARs – MSC will contact the State of Michigan to request ARARs

3. Project Schedule

EPA anticipates that the removal actions referenced in V. above and described in the attached SOW will be completed within approximately 24 months of the Settlement's effective date.

Estimated Costs

EPA has not estimated formally the cost of compliance.

VI. EXPECTED CHANGE IN THE SITUATION SHOULD ACTION BE DELAYED OR NOT TAKEN

Given the conditions at the Property, the nature of the known and suspected hazardous substances on the Property, and the potential exposure pathways described in Sections II and III above, actual or threatened releases of hazardous substances from the Property, if not addressed by implementing the response actions selected in this memorandum, may present an imminent and substantial endangerment to public health, or welfare, or the environment.

VII. OUTSTANDING POLICY ISSUES

There are no currently outstanding policy issues.

VIII. ENFORCEMENT

For administrative purposes, information concerning the enforcement strategy for this site is contained in the Enforcement Confidential Addendum[1].

IX. RECOMMENDATION

I recommend your approval of the removal actions proposed in this Action Memorandum. This decision document identifies the selected removal actions for the Property. The selected removal actions have been developed in accordance with CERCLA, as amended, and this removal action is

not inconsistent with the NCP. This decision is based on the administrative record for the Property (Attachment 1). Conditions at the Property meet the NCP criteria for a removal action set forth at 40 C.F.R. § 300.415(b). Region 5 expects that MSC will perform the removal actions described in this Action Memorandum consistently with the terms of the Settlement and under the oversight of an OSC.

You may indicate your approval by signing below.

Approve: _____ 7/31/18
Douglas Ballotti
Acting Director
Superfund Division

Date

Disapprove: _____ _____
Douglas Ballotti
Acting Director
Superfund Division

Date

Enforcement Addendum

Attachments:

1. Administrative Record Index
2. Region 5 EJ Analysis
3. Site Location Map
4. Statement of Work

cc: P. Easter, EPA HQ (Easter.patrick@Epa.gov)
Steve Ridenour, EPA HQ (Ridenour.Steve@epa.gov)
Josh Woodyard, EPA HQ (Woodyard.joshua@Epa.gov)
L. Nelson, U.S. DOI, w/o Enf. Addendum, (Lindy_Nelson@ios.doi.gov)
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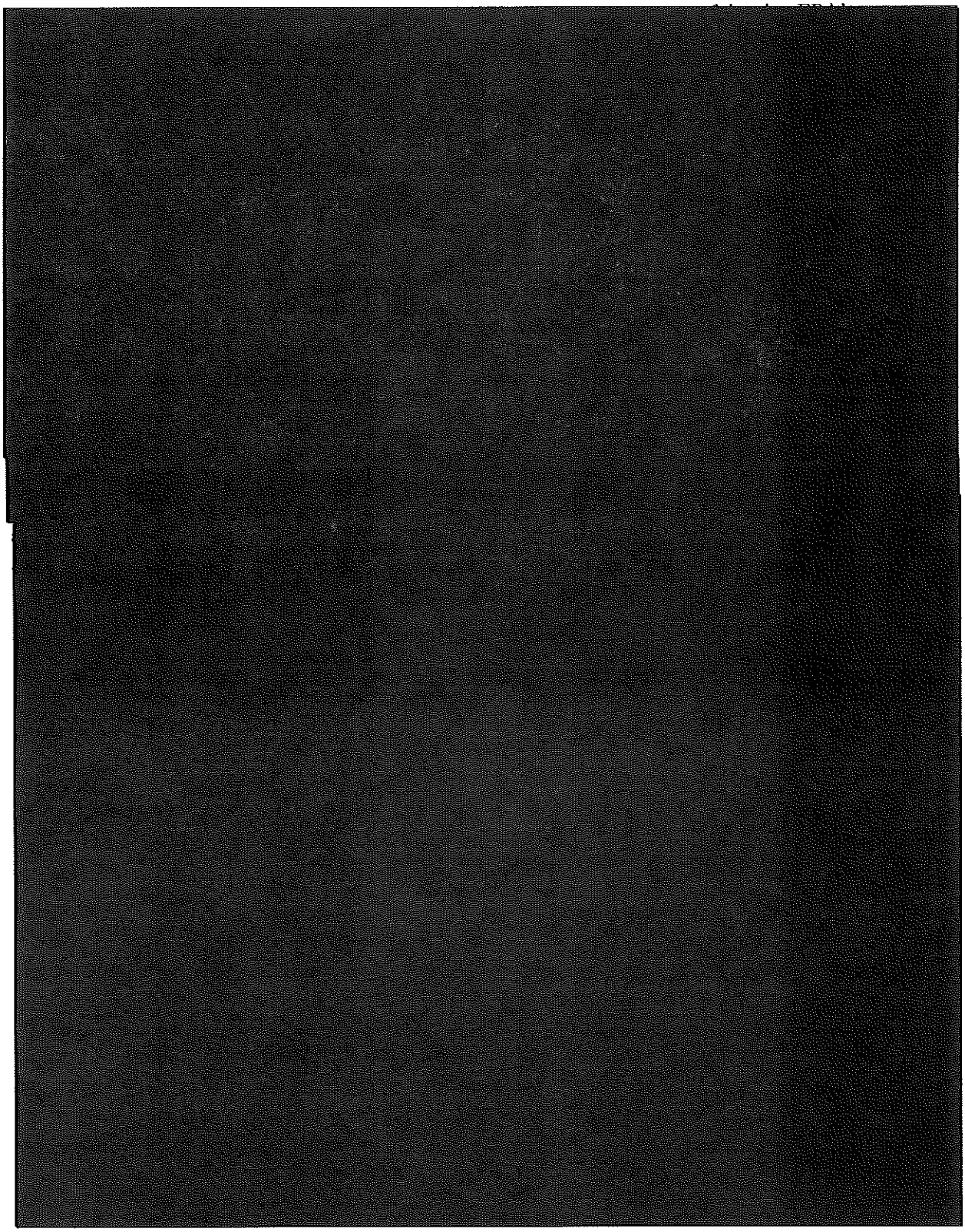
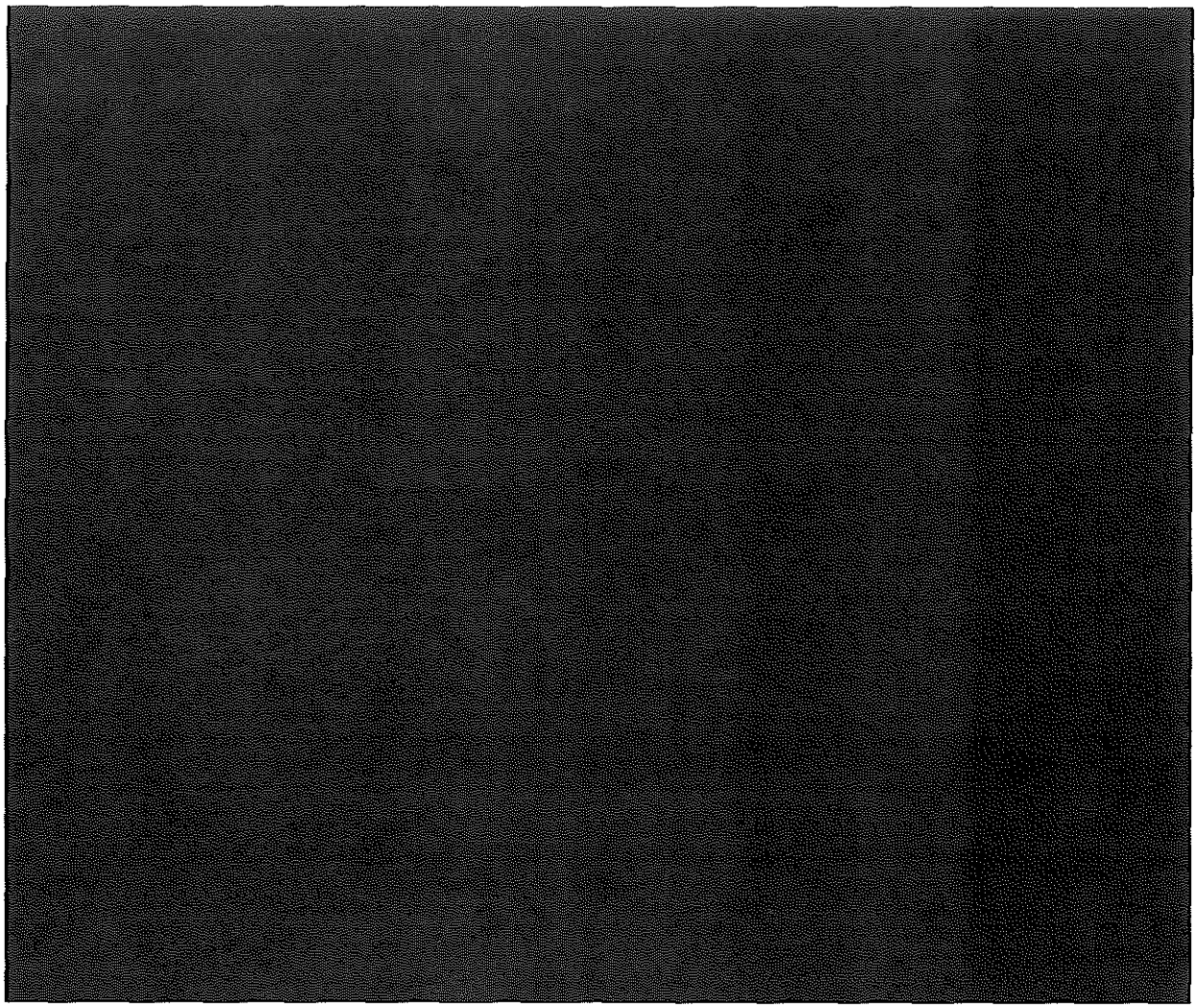
Joe Walczak, MDEQ, w/o Enf. Addendum (walczakj@michigan.gov)

bcc: J. Glover, MSS-12J, **w/o Enf. Addendum**
M. Johnson, ATSDR-4J, **w/o Enf. Addendum**
R.Bassler, Public Affairs, P-19J, w/o Enf. Addendum
T Harrison, Contracting Officer, MCC-10J, **w/o Enf. Addendum**
D. McGary, Contracting Officer, MCC-10J, **w/o Enf. Addendum**
J. Maritote, SE-5J **w/o Enf. Addendum**
D. Gray, SE-5J
T. Johnson, SE-GI
C. Norman, Delivery Order File, SA-5J
S. Chummar, Delivery Order File, SA-5J
T. Quesada, Record Center, SMR-7J
C. Ropski, SE-5J
T. Marks, SE-5J
C. Bohlen, SE-5J
L. Walters, ST-6J
S. Borries, SE-5J
J. El-Zein, SE-5J
M. Mankowski SE-5J
B. Kelly, SE-GI
S. Kaiser, C-14J
R. Woodfork, SE-5J
F. Dababneh, SE-5J
F. Bartman, SB-5J





U.S. ENVIRONMENTAL PROTECTION AGENCY
REMOVAL ACTION

ADMINISTRATIVE RECORD
FOR THE
MCLOUTH STEEL CORP SITE
TRENTON, WAYNE COUNTY, MICHIGAN

UPDATE 1
MARCH, 2018
SEMS ID:

NO.	SEMS ID	DATE	AUTHOR	RECIPIENT	TITLE/DESCRIPTION	PAGES
1	295661	12/17/99	File	File	Comprehensive Corrective Action & Remedial Consent Order for Trenton & Gibraltar Facilities	134
2	939105	6/29/07	Kelly, B., U.S. EPA	Distribution List	Pollution Report (POLREP) #1 - Initial POLREP	2
3	939122	10/29/07	Weston Solutions, Inc.	Kelly, B., U.S. EPA	Letter re: DSC - Trenton Site Letter Report	20
4	939106	1/31/08	Kelly, B., U.S. EPA	Distribution List	Pollution Report (POLREP) #2 - Initial/Final POLREP	2
5	299791	8/5/08	Kelly, B., U.S. EPA	Karl, R., U.S. EPA	Action Memo - Request for a Time-Critical Removal Action & Exemption from the $2 Million Statutory Limit	23
6	308646	9/2/08	Karl, R., U.S. EPA	File	Administrative Order Pursuant to Section 106(A) of CERCLA of 1980 (Signed) - Docket #V-W-08- C-909	25
7	300877	10/3/08	Barr, R., Honigman, Miller, Schwartz, & Cohn	Kaiser, S., & Kelly, B., U.S. EPA	Letter re: Confirmation of Irrevocable Intent of Detroit Steel & Trenton Land Holdings to Comply with UAO	4
8	414096	3/2/09	Kelly, B., U.S. EPA	Barr, R., Honigman, Miller, Schwartz, & Cohn	Letter re: Failure to Comply with UAO (V-W-08-C-909	2

NO.	SEMS ID	DATE	AUTHOR	RECIPIENT	TITLE/DESCRIPTION	PAGES
9	939107	5/12/09	Kelly, B., U.S. EPA	Distribution List	Pollution Report (POLREP) #3 - Initiation of Fund-Lead Removal	2
10	939108	5/20/09	Kelly, B., U.S. EPA	Distribution List	Pollution Report (POLREP) #4 - Fund Lead Removal - Sampling Complete	2
11	939109	6/24/09	Kelly, B., U.S. EPA	Distribution List	Pollution Report (POLREP) #5 - Continuation of Clean-up	2
12	939110	7/16/09	Kelly, B., U.S. EPA	Distribution List	Pollution Report (POLREP) #6 - Continuation of Transformer Draining	2
13	939111	7/27/09	Kelly, B., U.S. EPA	Distribution List	Pollution Report (POLREP) #7 - Transformer Draining and Capacitor Staging	2
14	939112	7/31/09	Kelly, B., U.S. EPA	Distribution List	Pollution Report (POLREP) #8 - Transformers Complete / Capacitor Disposal Initiated	2
15	939113	8/7/09	Kelly, B., U.S. EPA	Distribution List	Pollution Report (POLREP) #9 - Continuation Disposal of the Capacitor	2
16	939114	8/13/09	Kelly, B., U.S. EPA	Distribution List	Pollution Report (POLREP) #10 - Continued Disposal of the Capacitors	2
17	939115	8/25/09	Kelly, B., U.S. EPA	Distribution List	Pollution Report (POLREP) #11 - Continued Disposal of the Capacitors, Hazardous Materials Consolidation	2
18	939116	10/27/09	Kelly, B., U.S. EPA	Distribution List	Pollution Report (POLREP) #12 - Removal Complete - Final POLREP	3
19	939121	12/5/14	MI Dept. of Environmental Quality	U.S. EPA	CERCLA Re-Assessment Report - Assistance # V-00E00778	22
20	940503	7/11/17	Walzak, J., MDEQ	U.S. EPA	Expanded Site Inspection Report	3158

21	940504	8/8/17	Environmental Consulting & Technology, Inc.	File	Phase I - Environmental Site Assessment	572
22	939119	7/25/17	File	File	Exhibit - Purchase and Development Agreement	20

NO.	SEMS ID	DATE	AUTHOR	RECIPIENT	TITLE/DESCRIPTION	PAGES
23	939123	9/17/17	Tetra Tech, Inc.	U.S. EPA	Preliminary Site Remediation Cost Estimate	24
24	937070	11/29/17	Kelly, B., U.S. EPA	El-Zein, J., U.S. EPA	Redacted US EPA Action Memorandum Re: Request for an Emergency Response Action at the McLouth Steel Site	12
25	940500	Undated	Yordanich, D., MDEQ	Kelly, B., U.S. EPA	Email re: DSC's Progress to Address the Removal of Containerized Wastes	1
26	940501	Undated	File	File	DSC - Transformer Tracking Table	4
27	939124	Undated	File	File	Photo - Black Lagoon	1
28	-	-	TBD	-	Action Memorandum Re: Request for a Non-Time-Critical Removal Action at the McLouth Steel Site	-

ATTACHMENT 2

EJ ANALYSIS

McLouth Steel Facility – Southern Portion – OU-1
Trenton and Riverview, Wayne County, Michigan

EPA United States Environmental Protection Agency

EJSCREEN Report (Version 2017)

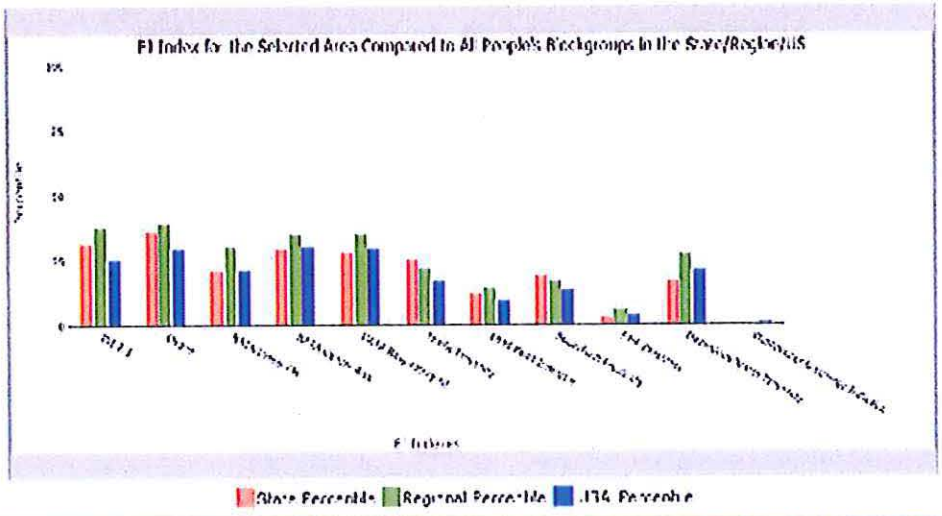
1 mile Ring Centered at 42.161133,-83.169763, MICHIGAN, EPA Region 5

Approximate Population: 2,690

Input Area (sq. miles): 3.14

McLouth

Selected Variables	State Percentile	EPA Region Percentile	USA Percentile
EJ Indexes			
EJ Index for PM2.5	31	38	25
EJ Index for Ozone	36	39	20
EJ Index for NATA* Diesel PM	21	30	21
EJ Index for NATA* Air Toxics Cancer Risk	29	35	30
EJ Index for NATA* Respiratory Hazard Index	28	35	20
EJ Index for Traffic Proximity and Volume	25	22	17
EJ Index for Lead Paint Indicator	12	14	9
EJ Index for Superfund Proximity	10	17	13
EJ Index for RMP Proximity	3	6	4
EJ Index for Hazardous Waste Proximity	17	27	21
EJ Index for Wastewater Discharge Indicator	0	0	1



This report shows the values for environmental and demographic indicators and EJSCREEN indexes. It shows environmental and demographic raw data (e.g., the estimated concentration of ozone in the air), and also shows what percentile each raw data value represents. These percentiles provide perspective on how the selected block group or buffer area compares to the entire state, EPA region, or nation. For example, if a given location is at the 95th percentile nationwide, this means that only 5 percent of the US population has a higher block group value than the average person in the location being analyzed. The years for which the data are available, and the methods used, vary across these indicators. Important caveats and uncertainties apply to this screening-level information, so it is essential to understand the limitations on appropriate interpretations and applications of these indicators. Please see EJSCREEN documentation for discussion of these issues before using reports.

EJSCREEN Report (Version 2017)

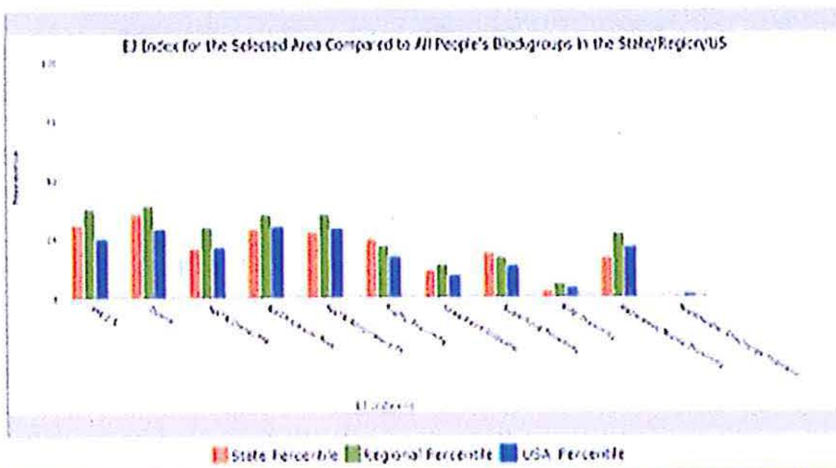
1 mile Ring Centered at 42.161133,-83.169753, MICHIGAN, EPA Region 5

Approximate Population: 2,690

Input Area (sq. miles): 3.14

McLouth

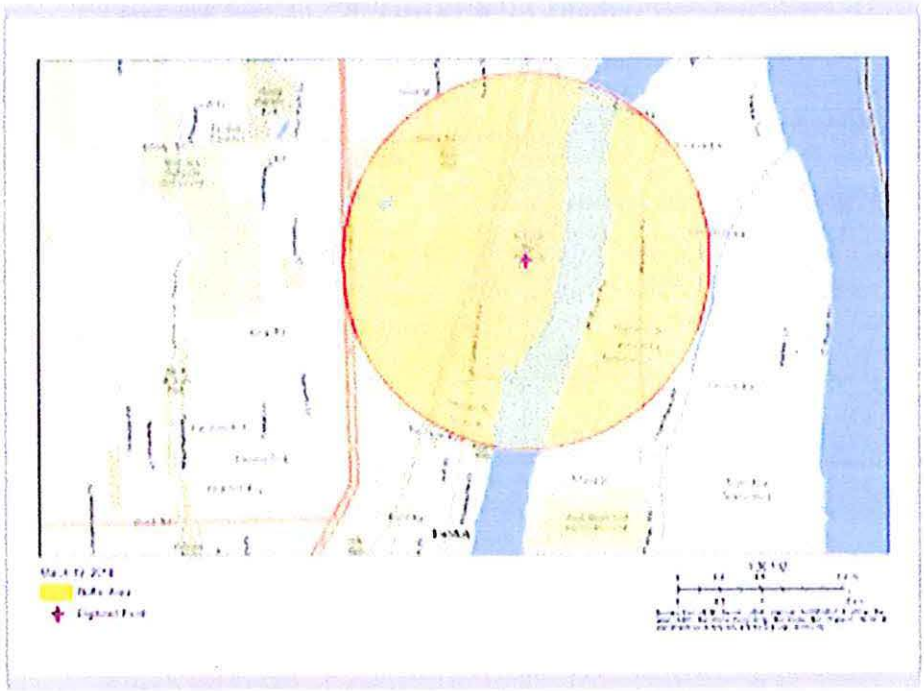
Selected Variables	State Percentile	EPA Region Percentile	USA Percentile
EJ Indexes			
EJ Index for PM2.5	31	35	25
EJ Index for Ozone	36	39	29
EJ Index for NATA* Diesel PM	21	33	21
EJ Index for NATA* Air Toxics Cancer Risk	29	35	30
EJ Index for NATA* Respiratory Hazard Index	28	35	29
EJ Index for Traffic Proximity and Volume	25	22	17
EJ Index for Lead Paint Indicator	12	14	9
EJ Index for Superfund Proximity	19	17	13
EJ Index for RMP Proximity	3	6	4
EJ Index for Hazardous Waste Proximity	13	21	21
EJ Index for Wastewater Discharge Indicator	0	0	1



[illegible]

1 mile Ring Centered at 42.161133,-83.169153, MICHIGAN, EPA Region 5

Approximate Population: 2,550
Input Area (sq. miles): 3.14
McLouth



Sites reporting to EPA	
Superfund NPL	0
Hazardous Waste Treatment, Storage, and Disposal Facilities (TSDF)	0

EJSCREEN Report (Version 2017)

1 mile Ring Centered at 42.161113,-83.169753, MICHIGAN, EPA Region 5

Approximate Population: 2,590

Input Area (sq. miles): 3.14

McLouth

Selected Variables	Value	State Avg	%ile in State	EPA Region Avg.	%ile in EPA Region	USA Avg	%ile in USA
Environmental Indicators							
Particulate Matter (PM 2.5 in µg/m³)	9.7	9.14	73	10.1	30	9.14	61
Ozone (ppb)	35.9	38.1	14	37.0	21	38.4	23
NATA* Diesel PM (µg/m³)	0.503	0.326	93	0.937	50-60th	0.938	60-70th
NATA* Cancer Risk (lifetime risk per million)	31	31	58	34	<50th	40	<50th
NATA* Respiratory Hazard Index	1.4	1.3	59	1.7	<50th	1.0	<50th
Traffic Proximity and Volume (daily traffic count/distance to road)	230	530	53	310	69	990	65
Lead Paint Indicator (% Pre-1960 Housing)	0.59	0.59	72	0.39	81	0.29	79
Superfund Proximity (site count/km distance)	0.15	0.14	79	0.13	81	0.13	79
RMP Proximity (facility count/km distance)	1.0	0.61	93	0.61	86	0.75	88
Hazardous Waste Proximity (facility count/km distance)	0.008	0.012	69	0.091	60	0.093	59
Wastewater Discharge Indicator (toxicity-weighted concentration/milldistance)	5	0.16	93	4.2	99	30	94
Demographic Indicators							
Demographic Index	16%	30%	24	29%	32	36%	20
Minority Population	8%	24%	35	29%	35	38%	19
Low Income Population	21%	35%	34	31%	39	34%	36
Linguistically Isolated Population	0%	2%	61	2%	58	5%	44
Population With Less Than High School Education	3%	10%	60	11%	41	13%	35
Population Under 5 years of age	3%	6%	22	6%	20	6%	21
Population over 64 years of age	19%	15%	73	14%	75	14%	76

* The National-Scale Air Toxics Assessment (NATA) is EPA's ongoing, comprehensive evaluation of air toxics in the United States. EPA developed the NATA to prioritize air toxics, emission sources, and locations of interest for further study. It is important to remember that NATA provides broad estimates of health risks over geographic areas of the country, not definitive risks to specific individuals or locations. More information on the NATA analysis can be found at: https://www.epa.gov/national-air-toxics-assessment

For additional information, see: www.epa.gov/environmentaljustice

EJSCREEN is a screening tool for pre-decisional use only. It can help identify areas that may warrant additional consideration, analysis, or outreach. It does not provide a basis for decision-making, but it may help identify potential areas of EJ concern. Users should keep in mind that screening tools are subject to substantial uncertainty in their demographic and environmental data, particularly when looking at small geographic areas. Important caveats and uncertainties apply to this screening-level information, so it is essential to understand the limitations on appropriate interpretations and applications of these indicators. Please see EJSCREEN documentation for discussion of these issues before using reports. This screening tool does not provide data on every environmental impact and demographic factor that may be relevant to a particular location. EJSCREEN outputs should be supplemented with additional information and local knowledge before taking any action to address potential EJ concerns.

March 31, 2018

ATTACHMENT 3

SITE MAPS

AOCs


bing
Source: Bing Maps
Hybrid 2013 Imagery
0 350 700
Feet
N
Ecorse Steel Corp
1401 West Jefferson Avenue
Ecorse, Michigan 48183
Figure 3
AOC Locations
TETRA TECH

WMUs


bing
Source: Bing Maps
Hybrid 2013 Imagery
0 250 500
Feet
N
McLouth Steel Corp
1491 West Jefferson Avenue
Trenton, Michigan 48183
Figure 2
WMU Locations
TETRA TECH

Attachment 4

STATEMENT OF WORK

1. Purpose of the SOW

(a) This Statement of Work ("SOW") sets forth the procedures and requirements for implementing the Work under the Settlement.

(b) The terms used in this SOW that are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), in regulations promulgated under CERCLA, or in the Settlement have the meanings assigned to them in CERCLA, in such regulations, or in Paragraph 10 of the Settlement, except that the term "Paragraph" means a paragraph of the SOW, and the term "Section" means a section of the SOW, unless otherwise stated.

2. Submission of Work Plans

Purchaser shall provide to EPA for approval in order to implement each of the requirements listed below a Work Plan or series of Work Plans and a schedule or schedules for undertaking those requirements. Should Purchaser wish to commence work provided for under Paragraphs 3, 4, and/or 5 below before approval of a Work Plan regarding any of that work, it may do so, provided that Purchaser proceeds consistent with the provisions of those Paragraphs. To the extent work performed by Purchaser prior to plan approval does not satisfy the tasks required by the approved plans, Purchaser shall promptly take those actions necessary to satisfy those tasks.

3. Site Security

MSC Land Company, LLC ("Purchaser") will maintain fencing in good repair around the Property until EPA completes all necessary response actions at the Property or, upon request by Purchaser, EPA approves modification of this fencing requirement. Twenty-four-hour (third-party) Property security will be provided during this period as is reasonably determined necessary by Purchaser.

4. Dust Control

Purchaser shall prepare a dust control plan for review and approval by EPA and then implement the approved dust control plan until Purchaser completes the Demolition Requirement and Work required under Paragraphs 6 through subparagraph 7(d) below. The dust control plan will consist of the following elements: haul roads will be covered with asphalt millings or other appropriate cover; other exposed surfaces will be wetted as required to control dust; trucks will be decontaminated, as necessary, before leaving the Property; and dust monitoring for manganese will be conducted at the Property line during site activities. Should EPA later determine, based upon observations of conditions at the Property, that the approved dust control

plan is not adequate because it fails to protect human health and the environment, Purchaser shall submit to EPA within thirty (30) days of written notice from EPA, and pursuant to the procedures in Paragraph 32 of the Settlement, a draft revised Work Plan regarding dust control. Purchaser shall implement the modified Work Plan as approved by EPA.

5. Surface Water Run-Off

(a) Purchaser will assess options for stormwater management on the Property. The assessment will include a characterization of the content and volume of storm water on the Property. The management options that Purchaser will consider include, among other management options, eliminating sheet flow to the Trenton Channel; re-grading the Property to collect stormwater and discharging it to either the Trenton Channel according to a National Pollution Discharge Elimination System ("NPDES") permit or the city of Trenton publicly owned treatment works under a pre-treatment permit; and implementing sediment and erosion controls under Part 91 of the State's authorized program. Purchaser will also seek to identify any other permits or approvals necessary for stormwater management controls, and sediment and erosion controls on the Property.

(b) Purchaser shall summarize in a stormwater management report ("SWMR") its assessment of the content and volume of the stormwater, stormwater management options, and erosion and sediment control options. Purchaser shall also identify in the SWMR all permits or approvals that may be necessary to implement the identified stormwater management options, and sediment and erosion management options. Purchaser shall submit the SWMR to EPA and the State within 18 months of the Effective Date.

(c) Purchaser's obligations under this Paragraph 5 shall be complete once it has performed the assessment and submitted the SWMR to EPA and the State. Notwithstanding any other provision of the Settlement, the Settlement does not itself impose any requirements upon Purchaser for Clean Water Act compliance purposes beyond those identified in subparagraphs 5 (a) and (b) above. Purchaser acknowledges that upon taking title to the Property, it will become subject to applicable provisions of the Clean Water Act ("CWA") and the State's authorized program.

6. Removal of Water and Sludges from Subsurface Structures

(a) For each of the units listed in subparagraph 6(g) below, that are included in this task, Purchaser, EPA, and the State have identified a target list of chemicals of interest ("COI") for the purposes of this Paragraph 6. That target list is set forth in Table 1 attached to this SOW. PCBs are among the COI.

(b) Purchaser will remove existing liquids and associated sludges from the basements, pits, basins, sumps, lagoons and process piping, if any, in the Waste Management Units ("WMUs") and Areas of Concern ("AOCs") identified below. Purchaser will characterize the liquids and sludges and then properly dispose of the liquids and sludges off-site or discharge

them under permit to the City of Trenton POTW. Process piping will be gravity drained and then plugged prior to cleaning or backfilling of the WMU or AOC. If analysis of COIs in liquids indicates that concentrations of all COIs are below drinking water standards, then those liquids may be used onsite for cleaning or dust control. For purposes of this Paragraph 6 sludges are defined as saturated solids associated with a liquid.

(c) For subsurface structures that: (i) have been previously backfilled by prior owners or operators, Purchaser will not be required to remove any liquids or sludges, but will document current site conditions; or (ii) will remain in-place and have not been previously backfilled by prior owners or operators, Purchaser will power wash the structures, characterize the cleaning liquids that remain from the power washing, and either dispose of the cleaning liquids off-site or discharge them under permit to the City of Trenton POTW.

(d) Following structure cleaning activities, Purchaser will collect material samples of the concrete from the unit for analysis of the COI.

(e) Purchaser will backfill the subsurface structure with clean fill or inert materials, if analysis of the material samples collected pursuant to subparagraph 6(d) indicates that the concentrations of COIs are below applicable non-residential criteria for soils using the direct contact criteria under Part 201 of Michigan Act 451, and do not exceed 25 parts per million ("ppm") for PCBs.

(f) If concentrations are above these criteria, Purchaser will either retest the materials to confirm the results, again clean and then retest the materials until the referenced criteria are met, or remove and dispose of the materials in compliance with applicable federal and state requirements, at which time Purchaser will backfill the structure with clean fill or inert material. Prior to backfilling the Purchaser may crack or otherwise drill holes in the structure. If the structure was not previously communicating with groundwater, Purchaser shall place surfacing materials over the backfill, such as asphalt.

(g) This Paragraph 6 pertains to the following units:

i. AOCs: 34 (Former Large Pond No. 3), 35 (Dekishing Pit), 36 (Former Pond Area No. 1), 37 (Former Pond Area No. 2).

ii. WMUs: 1 (Sedimentation Basin), 9 (Centrifuge Sludge Pit), 10 (Standby Sludge Basin), 13 (Sludge Filter Press Loadout Area), 15 (Wastewater Treatment Plant Sludge Management Units), 23 (BOF Gas Sludge Pit), 25 (K061 Settling Basin), 42 (Concast Scale Pit), 43 (Concast Grit Basin), 49 (Downcoiler Sump), 50 (South Motor Room Sump), 51 (Basement Sump), 52 (Scale Pit), 53 (Roughing Mill Pit), 54 (Old Four High Scale Pit), 55 (Blooming Mill Scale Pit), 56 (Reheat Sump), and 57 (Heater Area).

iii. South Motor Room Basement (located in the main production building inside No. 1 finishing building).

7. **Historical PCB Releases**

(a) The areas for investigation (the "AFI") for this Paragraph 7 are as follows:

i. South Motor Room (located in the main production building inside No. 1 finishing building).
ii. Continuous Caster Substation (continuous casting building has been demolished).
iii. Electric Room of the Recirculation Water System (recirculation water system building has been demolished).
iv. Existing and former transformer locations at AOC 48 (located northeast of machine shop).
v. Existing and former transformer locations at AOC 66 (located south of rolling mill).

(b) Purchaser will develop a grid for sampling of each area, and identify the number of samples to be taken in each area based on the MDEQ guidance document titled "Sampling Strategies and Statistics Training Materials for Part 201 Cleanup Criteria" dated 2002 and actual site conditions (or Purchaser may optionally use incremental sampling in its discretion). Purchaser will collect soil and surface samples based on random grid locations. The objective of this sampling is to determine the horizontal extent of PCBs that exceed 25 ppm. For soil sampling: (i) samples will be collected from exposed soils at a depth of 0-6" below ground surface and (ii) should sampling results indicate the presence of PCBs over 25 ppm, Purchaser shall continue to sample until the lateral extent of PCB contamination above 25 ppm has been determined. A report providing the results of sampling and analysis will be provided to EPA and MDEQ within twenty-four (24) months of the approval of the Work Plan for Paragraph 7 tasks.

(c) PCB concentrations on surfaces of the AFIs will be addressed as follows:

i. PCB sampling will be conducted on surfaces where visual observation and historical uses demonstrate the likely presence of PCBs on those surfaces.
ii. If the sampling results indicate the presence of PCBs over 25 ppm Purchaser shall either remove the contaminated surfaces or clean such surface until sampling results indicate the PCBs below 25 ppm.

(d) For those AFIs sampled in (c), above, where surfaces indicate the reasonable potential of an historical PCB release to the soil below the AFI, Purchaser shall perform soil sampling below the area where the release is anticipated to have occurred.

(e) If soil sampling identifies areas in which concentrations of PCBs are:

i. greater than 25 ppm but equal to or less than 50 ppm, then Purchaser, within ninety (90) days of confirming those PCB concentrations, shall: place (or, if already existing, maintain) an engineered control or a four-foot high chain link fence around any such area with signage that warns of potential risks from entering the area; or

ii. greater than 50 ppm, then Purchaser, within ninety (90) days of confirming those PCB concentrations, shall either maintain an existing engineered control or (i) place signage; (ii) place adequate cover to assure no contact with the underlying contaminated material; (iii) place a colored plastic membrane between the existing porous or non-porous material and the foregoing cover; (iv) if using fill material, stabilize the cover as necessary by planting grass or placing sod; and (v) for fill material cover, maintain the grass or sod cover, watering as necessary.

(f) Purchaser will maintain the integrity of the measures in subparagraph 7(e) until (i) EPA approves termination of those measures based on site-specific risk, (ii) Purchaser moves forward with development in an area at which such measures have been implemented, or (iii) EPA issues a decision document that addresses any such area and takes response action to address any such area, whichever is earlier.

(g) Nothing in Section VIII (Work to be Performed) of the Settlement, or the SOW, shall be construed as imposing upon Purchaser any obligation to take any response action (including the payment of response costs other than State Future Oversight Costs as specifically provided for in the Settlement) with respect to PCB-contaminated soil or surfaces identified in the AFIs beyond the obligations set forth in this Paragraph 7.

Appendix F

NOTIFICATION TO TRANSFEREE

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Appendix F

NOTIFICATION TO TRANSFEREE

AFFIDAVIT STATING FACTS RELATING TO MATTERS AFFECTING REALTY

(Pursuant to MCL Section 565.451a)

STATE OF MICHIGAN)
) ss:
COUNTY OF WAYNE)

The undersigned, Dennis Schreibeis, being first duly sworn, states that he is legal counsel for the MSC Land Company, LLC, ("MSC") and has personal knowledge of the matters set forth herein. Affiant further states that:

1. MSC is the record owner of the property described on Exhibit A attached to this Affidavit consisting of approximately 180 acres and commonly known as 1491 West Jefferson Avenue, Trenton, Michigan, Wayne County Parcel Numbers 34001990006705 and 54001990006706 (the "Property"). The Property is a portion of the former McLouth Steel Facility consisting of approximately 271 acres.

2. On _____, __, 2018, MSC entered into an "Administrative Settlement Agreement and Covenant Not to Sue" (the "Agreement") with the United States Environmental Protection Agency, the United States Department of Justice and the Michigan Department of Environmental Quality ("Federal and State Governments").

3. Pursuant to the terms of the Agreement, the Federal and State Governments agreed to the resolution of certain identified potential liability that could arise as the result of MSC acquiring ownership of the Property in exchange for commitments from MSC to perform a certain identified scope of work which will consist of the demolition to grade of buildings and structures, the removal and disposal of asbestos containing materials and PCB contaminated building materials and electrical equipment, and the removal and disposal of drummed or containerized solid or hazardous wastes in or adjacent to the demolished buildings.

4. Pursuant to the terms of the Agreement MSC agreed to record this Affidavit as a notice to all successors in title so that such successors were aware: (i) that the Property is part of or related to the McLouth Steel Facility and is or may be subject to response actions; (ii) that MSC has entered into an Administrative Settlement Agreement and Covenant Not to Sue requiring response actions, and (iii) of the Agreement by name (In The Matter Of: McLouth Steel Facility, Trenton and Riverview, Michigan; MSC Land Company, LLC, purchaser), its docket number (CERCLA Docket No. _____), and effective date (__ __, 2018).

5. The terms of the Agreement provide that prior to entering into a contract to transfer the Property MSC shall notify the proposed transferee that MSC has entered into the Agreement requiring implementation of the actions identified therein and providing the name, docket number and the effective date of the Agreement.

6. The Agreement further provides that within 10 days after entering into a contract to transfer the Property MSC shall notify the Federal and State Governments of the name and address of the proposed transferee and shall provide the Federal and State Governments with a copy of the notice described in paragraph 5 above that it provided to the proposed transferee.

7. The Agreement further provides for so long as MSC is an owner or operator of the McLouth Property, MSC shall require that assignees, successors in interest, and any lessees, sublessees and other parties with rights to use the Property provide access and cooperation to the Federal and State Governments, their authorized officers, employees, representatives, and all other persons performing response actions under the Federal and State Governments' oversight consistent with the access obligations of MSC under the Agreement.

8. The Agreement further provides that MSC shall require that assignees, successors in interest, and any lessees, sublessees and other parties with rights to use the Property comply with any land use restrictions and institutional controls on the Property required by the Federal or State Governments, and not contest the Federal and State Governments' authority to enforce any such land use restrictions and institutional controls.

Further Affiant sayeth not.

_____

Dennis Schreibeis

Sworn to before me and subscribed in my presence this _____ day of _____, 2018.

_____

Notary Public

This Instrument Prepared By:
Douglas G. Haynam
Shumaker, Loop & Kendrick, LLP
1000 Jackson Street
Toledo, OH 43604-5573

SLK_TOL: #2955663

EXHIBIT A

Legal Description of McLouth Property

Wayne County Parcel Numbers 34001990006705 and 54001990006706

Land situated in the City of Trenton, County of Wayne and State of Michigan described as follows:

Part of Fractional Sections 7, and 8, Town 4 South, Range 11 East, City of Trenton Wayne County, Michigan and including "KIRBY-SORGE-FELSKE CO. WEST-JEFFERSON SUBDIVISION No. 1" of part of the east one-half of said Fractional Section 7, Monguagon Township, Wayne County, Michigan as recorded in Liber 36, Page 41 of Plats, Wayne County Records, being more particularly described as: COMMENCING at the Northwest corner of Lot 51; thence N 88°49'45" E, 20.58 feet to the POINT OF BEGINNING;

thence N 89°50'34" E, 313.59 feet [N 88°49'45" E, 313.59 feet (R)];

thence S 00°09'27" W, 50 feet [S 01°10'15" E, 50 feet (R)];

thence S 89°50'33" E, 100 feet [N 88°49'45" E, 100 feet (R)];

thence N 00°09'27" E, 50 feet [N 01°10'15" W, 50 feet (R)];

thence S 89°50'33" E, 103.85 feet [N 88°49'45" E, 98.44 feet (R)];

thence S 24°53'02" E, 403.41 feet [S 24°33'02" E, 416.51 feet (R)];

thence S 03°14'45" E, 919.67 feet;

thence S 02°05'55" W, 566.98 feet;

thence S 12°09'30" W, 438.31 feet;

thence S 88°36'53" E, 575.24 feet to a point on the U.S Harbor Line;

thence S 01°23'07" W, 346.35 feet along said Harbor Line to Harbor Line Point No. 39;

thence S 12°28'27" W along said U.S. Harbor Line, 2104.70 feet to Harbor Line Point No. 40;

thence S 27°45'17" W along said Harbor Line, 291.16 feet [219.34 feet (R)];

thence S 88°38'54" W, 1939.73 feet [S 88°39'09" W, 1939.65 feet (R)];

thence N 10°29'08" E, 2318.36 feet;

thence N 17°11'49" E, 1153.17 feet;

thence N 19°38'03" E, 1269.98 feet [N 19°29'19" E, 1269.85 feet (R)];

thence N 19°12'13"E, 446.72 feet to the POINT OF BEGINNING.

Containing 183.35 acres of land and subject to easements and restrictions of record, if any.

2018315362 L: 54707 P: 678 AFF
11/02/2018 02:19:51 PM Total Pages: 4
Bernard J. Youngblood, Register of Deeds - Wayne County, MI
ELECTRONICALLY RECORDED

AFFIDAVIT STATING FACTS RELATING TO MATTERS AFFECTING REALTY
(Pursuant to MCL Section 565.451a)

STATE OF MICHIGAN)
MACOMB) ss:
COUNTY OF ~~WAYNE~~)

The undersigned, G. Dennis Schreibeis, being first duly sworn, states that he is legal counsel for the MSC Land Company, LLC, ("MSC") and has personal knowledge of the matters set forth herein. Affiant further states that:

1. MSC is the record owner of the property described on Exhibit A attached to this Affidavit consisting of approximately 180 acres and commonly known as 1491 West Jefferson Avenue, Trenton, Michigan, Wayne County Parcel Numbers 34001990006705 and 54001990006706 (the "Property"). The Property is a portion of the former McLouth Steel Facility consisting of approximately 271 acres.

2. On August 7, 2018, MSC entered into an "Administrative Settlement Agreement and Covenant Not to Sue" (the "Agreement") with the United States Environmental Protection Agency, the United States Department of Justice and the Michigan Department of Environmental Quality ("Federal and State Governments").

3. Pursuant to the terms of the Agreement, the Federal and State Governments agreed to the resolution of certain identified potential liability that could arise as the result of MSC acquiring ownership of the Property in exchange for commitments from MSC to perform a certain identified scope of work which will consist of the demolition to grade of buildings and structures, the removal and disposal of asbestos containing materials and PCB contaminated building materials and electrical equipment, and the removal and disposal of drummed or containerized solid or hazardous wastes in or adjacent to the demolished buildings.

4. Pursuant to the terms of the Agreement MSC agreed to record this Affidavit as a notice to all successors in title so that such successors were aware: (i) that the Property is part of or

related to the McLouth Steel Facility and is or may be subject to response actions; (ii) that MSC has entered into an Administrative Settlement Agreement and Covenant Not to Sue requiring response actions, and (iii) of the Agreement by name (In The Matter Of: McLouth Steel Facility, Trenton and Riverview, Michigan; MSC Land Company, LLC, purchaser), its docket number (CERCLA Docket No. V-W-18 • C-012), and effective date October 30 2018).

5. The terms of the Agreement provide that prior to entering into a contract to transfer the Property MSC shall notify the proposed transferee that MSC has entered into the Agreement requiring implementation of the actions identified therein and providing the name, docket number and the effective date of the Agreement.

6. The Agreement further provides that within 10 days after entering into a contract to transfer the Property MSC shall notify the Federal and State Governments of the name and address of the proposed transferee and shall provide the Federal and State Governments with a copy of the notice described in paragraph 5 above that it provided to the proposed transferee.

7. The Agreement further provides for so long as MSC is an owner or operator of the McLouth Property, MSC shall require that assignees, successors in interest, and any lessees, sublessees and other parties with rights to use the Property provide access and cooperation to the Federal and State Governments, their authorized officers, employees, representatives, and all other persons performing response actions under the Federal and State Governments' oversight consistent with the access obligations of MSC under the Agreement.

8. The Agreement further provides that MSC shall require that assignees, successors in interest, and any lessees, sublessees and other parties with rights to use the Property comply with any land use restrictions and institutional controls on the Property required by the Federal or State Governments, and not contest the Federal and State Governments' authority to enforce any such land use restrictions and institutional controls.

Further Affiant sayeth not.

G. Dennis Schreibeis

Sworn to before me and subscribed in my presence this 30th day of October, 2018.

Katelyn Alexandra Tinkler

Notary Public

KATELYN ALEXANDRA TINKLER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires January 25, 2025
Acting in the County of Macomb

KATELYN ALEXANDRA TINKLER NOTARY PUBLIC STATE OF MICHIGAN COUNTY OF OAKLAND My Commission Expires 01/25/2025 Acting in the County of Macomb

This Instrument Prepared By:
Douglas G. Haynam
Shumaker, Loop & Kendrick, LLP
1000 Jackson Street
Toledo, OH 43604-5573
SLK_TOL: #2955663

Exhibit A

Property Description

Land situated in the City of Trenton, County of Wayne and State of Michigan, described as follows:

Parcel III:

Part of Kirby Sorge Felske Co West Jefferson Subdivision No. 1, Southwest part of Lots 62 and 63 combined also Lots 64 to 111 inclusive, also adjacent vacant street and alleys, Town 4 South, Range 11 East, Plat Liber 36, Page 41, Wayne County Records, Also part of East 1/2 Section 7, Also Fractional Section 8, Also Northeast 1/4 Section 18, Town 4 South, Range 11 East, described as: Beginning North 88 deg. 49' 45" East 20.58 feet and South 19 deg. 12' 13" West 446.72 feet from the Northwest corner of Lot 51; Thence South 16 deg. 21' 15" East 1054.05 feet; Thence South 72 deg. 39' 04" West 211.14 feet; Thence South 10 deg. 24' 25" East 552.54 feet; Thence South 13 deg. 51' 02" West 323.07 feet; Thence North 77 deg. 55' 23" West 174.49; Thence South 12 deg. 56' 57" West 283.61 feet; Thence South 77 deg. 47' 55" East 184.37 feet; Thence South 12 deg. 10' 25" West 401.32 feet; Thence South 77 deg. 36' 50" East 618.77 feet; Thence North 12 deg. 18' 30" East 286.75 feet; Thence North 12 deg. 09' 30" East 610.10 feet; Thence South 88 deg. 36' 53" East 575.24 feet; Thence South 01 deg. 23' 07" West 346.35 feet; Thence South 12 deg. 28' 27" West 2104.70 feet; Thence South 27 deg. 45' 17" West 291.34 feet; Thence South 88 deg. 39' 09" West 1939.65 feet; Thence North 10 deg. 29' 08" East 2318.36 feet; Thence North 17 deg. 11' 49" East 1153.17 feet; Thence North 19 deg. 29' 19" East 1269.85 feet to point of beginning.

NOTE: The above legal also includes Outlot A, Kirby-Sorge-Felske Co. West Jefferson Subd'n No.1, according to the plat thereof as recorded in Liber 36 of Plats, Page 41, Wayne County Records. Tax Number: 54-001-99-0006-706

Parcel VI:

That part of Kirby Sorge Felske Co West Jefferson Subdivision No. 1, Lots 51 to 61 inclusive, Also Northeast part of Lots 62 and 63 combined, Also adjacent vacated street and alley, Town 4 South, Range 11 East, Plat Liber 36, Page 41, Wayne County Records, Also part of Northeast 1/4 Section 7, Also Fractional Section 8, described as: Beginning North 88 deg. 49' 45" East

20.58 feet from the Northwest corner of said Lot 51; Thence North 88 deg. 49' 45" East 313.59 feet; Thence South 01 deg. 10' 15" East 50 feet; Thence North 88 deg. 49' 45" East 100 feet; Thence North 01 deg.10' 15" West 50 feet; Thence North 88 deg. 49' 45" East 98.44 feet; Thence South 24 deg. 53' 02" East 416.51 feet; Thence South 03 deg. 14' 45" East 919.67 feet; Thence South 02 deg. 05' 55" West 566.98 feet; Thence South 12 deg. 09' 30" West 1048.41 feet; Thence South 12 deg. 18' 30" West 286.75 feet; Thence North 77 deg. 36' 50" West 618.77 feet; Thence North 12 deg. 10' 25" East 401.32 feet; Thence North 77 deg. 47' 55" West 184.37 feet; Thence North 12 deg. 56' 57" East 283.61 feet; Thence South 77 deg. 55' 23" East 174.49 feet; Thence North 13 deg. 51' 02" East 323.07 feet; Thence North 10 deg. 24' 25" West 552.54 feet; Thence North 72 deg. 39' 04" East 211.14 feet; Thence North 16 deg. 21' 15" West 1054.05 feet; Thence; North 19 deg. 12' 13" East 446.72 feet to point of beginning.

Tax Number: 54-001-99-0006-705