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Michael E. Kozikowski
New Castle Recorder

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MISC



**STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL
DIVISION OF WASTE AND HAZARDOUS SUBSTANCES
REMEDATION SECTION**

**391 LUKENS DRIVE
NEW CASTLE, DE 19720**

**TELEPHONE: (302) 395-2600
FAX: (302) 395-2601**

Tax Parcel Number: 07-042.10-144

**PREPARED BY AND RETURN TO:
Environmental Program Administrator
DNREC-RS
391 Lukens Drive
New Castle DE 19720**

CERTIFICATION OF COMPLETION OF REMEDY

IMPORTANT NOTICE: Pursuant to 7 Del. C. § 9108, DNREC may place conditions and/or limitations in a certification of completion of remedy ("COCR") "which must continue to be performed and which provide for the performance of additional remedies in the event that the remedial goals contained in the final plan of remedial action are not achieved as required by the plan."

The Department of Natural Resources and Environmental Control ("DNREC") has reviewed a request, dated December 15, 2020, made on behalf of Revitalizing Auto Communities Environmental Response Trust ("RACER") for a certification of completion of remedy for the Operable Unit – 4 ("OU-4") portion of the General Motors Corp. Wilmington Assembly Plant Site (DE #1149) (the "Site"), located at 801 Boxwood Road, Wilmington, Delaware.¹ For several decades the Site operated as an automobile manufacturing facility. Its operations also included ancillary activities requiring the use of petroleum products for various purposes including but not limited to fueling of automobiles, heating, painting, operation of a wastewater treatment plant, cleaning of parts, and hazardous waste storage activities. Each of these activities used various chemicals. Releases of hazardous substances resulted from the historic operations and impacted the soil and groundwater beneath the Site. **DPIF2 DE 1 NEW CASTLE, LLC is currently the owner of the Site.**

The Site is approximately 141 acres in size. It originally consisted of two New Castle County tax parcels: 07-042.10-055 and 07-042.20-010. In March 2019, a new subdivision plan was approved that reduced the size of original tax parcel number 07-042.10-055 and created three new tax parcels (07-042.10-143, 07-042.10-144 and 07-038.40-052) out of the remainder of 07-042.10-055. OU-5, originally a portion of tax parcel 07-042.10-055, was re-designated by New Castle County in 2019 as tax parcel 07-038.40-052. OU-4 is now comprised of tax parcel 07-042.10-144. **This COCR addresses OU-4 only.**

The Site was developed in 1945 by the GM Corporation for the purpose of automobile assembly. Prior to 1945, the Site was undeveloped land. GM Corporation began operations at the Site in 1946 and continued automobile assembly operations until July 2009 when the plant was idled. The Site was sold to Fisker Automotive, Inc. on July 19, 2010. On March 31, 2011, RACER began conducting, managing,

¹ For purposes of overseeing the environmental remedies, DNREC divided the Site into six (6) operable units (the "OUs")

Delaware's good nature depends on you!

and funding cleanups at 89 former GM auto assembly sites including the former Wilmington Assembly Plant Site. On March 19, 2014, the Site was purchased by WX Delaware Real Estate Holding Company, LLC (“Wanxiang”). Boxwood Industrial Park, LLC (“Boxwood”) purchased the property from Wanxiang on October 25, 2017. On November 7, 2019, DPIF2 DE 1 New Castle, LLC purchased portions of the Site (OU-1, OU-2 and OU-3) from Boxwood. DPIF2 DE 1 New Castle, LLC then purchased OU-5 and OU-4 on January 29, 2020. DPIF2 DE 1 New Castle, LLC is redeveloping the Site for future use as a distribution center with associated auto and truck trailer parking.

A portion of OU-4 contained the former Anchor Motor Freight Building. Twelve (12) petroleum underground storage tanks (“USTs”) that were located adjacent to the Anchor Motor Freight Building were moved in 1990. At that time a hydrogeologic investigation was performed and contaminated soil from the UST excavations was reportedly bioremediated. DNREC’s Tank Management Section issued a no further action letter for the former USTs area on November 28, 1990. Further investigations in 2014 indicated that petroleum contamination was still present and had impacted the groundwater and soil gas beneath the Site.

DNREC issued a COCR for OU-1, OU-2 and OU-3 in March 2018, a COCR for OU-6 in September 2016, and a COCR for OU-5 in December 2019.

A Remedial Investigation (“RI”) completed in 2015 did not find a risk from the soil in OU-4. Groundwater in OU-4 was found to contain volatile organic compounds (“VOCs”) (ethylbenzene, 1,2,4-trimethylbenzene and xylene) and the semi-volatile organic compound naphthalene, that were above the acceptable standards for potable use. Issuance of previous Final Plans of Remedial Action for portions of the Site and an environment covenant have restricted potable use of the groundwater covering the entire Site.

The groundwater contamination on OU-4 was found to be migrating offsite from the operable unit to the northeast across Dodson Avenue under townhouses located to the east of Dodson Avenue. The offsite groundwater contaminant concentrations are lower than the groundwater contaminant concentrations onsite. Offsite investigations are described in detail in the RI, Appendix B. There are no potable wells within 1 mile of OU-4. Therefore, there is no means by which the impacted groundwater could be ingested either onsite or offsite of OU-4.

In addition to the elevated groundwater contamination found in OU-4, non-aqueous phase petroleum liquid (“NAPL”) was also found floating on top of the groundwater in one of the monitoring wells. The extent of the NAPL was delineated in subsequent investigations and it was determined that the NAPL does not extend off of the GM property. For a full description of the investigations, please see the January 16, 2020 Feasibility Study for OU-4.

Based on the proximity of the townhouses and the migration of contaminated groundwater offsite from OU-4, the vapor intrusion pathway was investigated both onsite and offsite. Vapor intrusion is the migration of contamination from contaminated groundwater to soil gas as a vapor which can travel into buildings where it can present a health risk. Vapor intrusion is a complicated pathway to evaluate which requires the consideration of many factors to determine the existence of vapor intrusion.

For possible future onsite indoor workers in OU-4, the RI indicated a potential vapor intrusion risk above DNREC acceptable standards for the VOCs, 1,2,4-trimethylbenzene and xylene. However, there is no building on OU-4 nor are there plans to construct a building on OU-4. As a result, there is no current risk for onsite indoor workers on OU-4.

To evaluate the possibility of offsite vapor intrusion impacts, samples were collected from the

townhouse properties across Dodson Avenue from OU-4, including groundwater, soil gas, sub-slab (under the concrete floor), indoor air (air collected inside a building) and outdoor air during numerous monitoring events.

The monitoring events at the townhouses detected elevated levels of benzene, 1,2,4-trimethylbenzene and ethylbenzene in indoor air and outdoor air but not in the sub-slab air, indicating a likely outdoor or indoor air source. The groundwater contamination from OU-4 did not appear to be impacting the indoor air. As a result, there is no vapor intrusion risk from groundwater migrating offsite from OU-4.

Based on the NAPL contamination in OU-4 and the possibility that vapors could migrate over time to the residences on the east side of Dodson, out of an abundance of caution DNREC implemented an interim action to remediate the OU-4 groundwater before all the investigations on OU-4 were completed.

The RI conformed to the requirements of the Delaware Hazardous Substance Cleanup Act, 7 Del. C. c. 91, the Regulations Governing Hazardous Substance Cleanup (the "Regulations"), and all applicable guidance established thereunder.

On March 4, 2020, DNREC issued the proposed plan of remedial action ("proposed plan") for OU-4 and advertised the twenty (20) day public comment period in the News Journal and the Delaware State News from March 8, 2020 through April 9, 2020. In light of the level of public interest generated by the issuance of a previous proposed plan of remedial action of OU-5, DNREC proactively held a public hearing regarding the proposed plan of remedial action for OU-4 even though no request for a hearing had been received. The public hearing was held on April 9, 2020, *Hearing Docket No.: 2020-R-WH-0008*. At the hearing anyone who wanted to comment on the proposed plan was provided the opportunity to do so. On June 15, 2020, DNREC issued a Secretary's Order approving the proposed plan of remedial action for OU-4. The proposed plan was adopted as the final plan of remedial action ("final plan") for OU-4 on June 23, 2020. The final plan required that the following remedial actions be taken at the Site:

- 1) An Environmental Covenant, consistent with Delaware's Uniform Environmental Covenants Act (7 Del. C. Chapter 79, Subchapter II) must be recorded in the Office of the New Castle County Recorder of Deeds within 90 days of the issuance of the Final Plan of Remedial Action. The Environmental Covenant will cover New Castle County tax parcel 07-042.10-144. The restrictions will cover OU-1 through OU-5 even if the restrictions are not required for every OU. The Environmental Covenant must include the following activity and/or use restrictions:

[a.] Use Restriction. Use of the Property shall be restricted solely to those non-residential type uses permitted within Commercial, Manufacturing, or Industrial Districts;

[b.] Limitation of Groundwater Withdrawal. No groundwater wells shall be installed, and no groundwater shall be withdrawn from any well on the Property without the prior written approval of DNREC's Remediation Section and DNREC Division of Water;

[c.] Compliance with Contaminated Materials Management Plan ("CMMP"). All work required by the Contaminated Materials Management Plan must be performed to DNREC's satisfaction in

accordance with the CMMP; and

- [d.] Compliance with the Long-Term Stewardship (“LTS”) Plan. All work required by the Long-Term Stewardship Plan must be performed to DNREC’s satisfaction in accordance with the LTS Plan.

The Environmental Covenant, as described above, was recorded for the original tax parcel number 07-042.10-055, on March 22, 2018 in the Office of the Recorder of Deeds for New Castle County at Instrument Number 20180322-0013180. As noted above, OU-4 is now identified as tax parcel number 07-042.10-144 and is attached as Exhibit A.

- 2) A Long-Term Stewardship Plan (“LTS”) updated with OU-4 requirements shall be submitted to DNREC for approval within 60 days of the end of the appeal period for the Final Plan of Remedial Action. The LTS Plan will detail the groundwater monitoring program to ensure that groundwater concentrations in OU-4 are not increasing to a level that would present a risk to offsite receptors. *DNREC approved the LTS Plan on November 13, 2020.*
- 3) A Contaminated Materials Management Plan (“CMMP”) updated with OU-4 requirements shall be submitted to DNREC within 60 days of the end of the appeal period for the Final Plan of Remedial Action. The CMMP will provide guidance to enable construction workers to safely handle any potentially contaminated soil, and to prevent soil migration (soil and air borne dust) and groundwater at the Site. *DNREC approved the revised CMMP for OU-4 on December 11, 2020.*
- 4) Remedial Action Completion Report (“RACR”) must be submitted to DNREC within 60 days of the completion of the remedial actions required in this Proposed Plan of Remedial Action. *DNREC approved the RACR on December 15, 2020.*

This COCR also certifies that any remedial obligations that existed related to underground and/or aboveground tanks systems pursuant to 7 Del. C. c. 74 and/or 74A, or the Regulations promulgated pursuant thereto, that have been addressed to DNREC’s satisfaction have been successfully completed at the Site in accordance with DNREC’s Tanks Management Section’s issuance of a no further action letter for the Site on November 28, 1990.

The conditions, limitations and/or restrictions contained in this COCR identify portions of the final plan that “must continue to be performed, and which provide for the performance of additional remedies in the event that the remedial goals contained in the final plan are not achieved as required by the plan and the Regulations.” 7 Del. C. §9108.

If circumstances change or any new information becomes available relating to a prior or future release of a hazardous substance at the Site in excess of applicable risk levels, DNREC reserves the right to require additional remedial actions to be taken in order to protect human health and the environment.

Any person who owns, operates or otherwise controls activities at the Site after the date of issuance of this COCR shall not, by virtue of that later ownership, operation or control, be liable for any release or imminent threat of release addressed herein. Nor shall such person be liable for any future release or imminent threat of release attributable to conditions existing prior to the issuance of this certification of completion of remedy, provided such person does not interfere with, or permit any interference with, any aspect of the remedy fail to comply with the requirements of the final plan. See 7

General Motors-Wilmington OU-4 COCR
December 15, 2020

Del. C. § 9105(e).

Pursuant to 7 Del. C. § 9115(b), Owner is required to promptly record this Certification of Completion of Remedy in the Office of the New Castle County Recorder of Deeds.

12/29/2020
Date of Issuance

Qazi Salahuddin
Qazi Salahuddin,
Environmental Program
Administrator
DNREC, Remediation Section

SWORN TO AND SUBSCRIBED before me this 29th day of December, 2020.

K-R Brady
NOTARY PUBLIC
Keith R. Brady,
Deputy Attorney General
DE Bar # 2091

Notarized and/or witnessed by Keith R. Brady, DE Bar # 2091 pursuant to the 11th Modification of the Declaration of a State Emergency for the State of Delaware Due to a Public Health Threat approved on April 15, 2020.

EML20103/DE 1149 I-4

Exhibit A

Tax Parcel No.: 07-042.10-055

Prepared By: Department of Natural Resources
and Environmental Control391 Lukens Drive
New Castle, DE 19720Return To: Timothy T. Ratsep
Environmental Program Administrator
DNREC-SIRS
391 Lukens Drive
New Castle, DE 19720

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 Michael E. Kozikowski
 New Castle Recorder MISC
ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Boxwood Industrial Park, LLC ("Owner"), and the Delaware Department of Natural Resources and Environmental Control ("DNREC" or "Holder") pursuant to 7 Del. C. ch. 79, subchapter II, Uniform Environmental Covenants Act, for the purpose of subjecting the property identified below to the activity and use limitations and requirements as set forth herein.

WITNESSETH

WHEREAS, Boxwood Industrial Park, LLC is the Owner of an approximately 126.67 acre tract of real property located at 801 Boxwood Road, in New Castle County, Delaware. The property is a portion of the General Motors Corp. Wilmington Assembly Plant Site ("Site") as further described below; and

WHEREAS, DNREC has investigated a release of hazardous substances on the Site pursuant to the Hazardous Substance Cleanup Act, 7 Del. C. ch. 91 ("HSCA"); and

WHEREAS, DNREC has created six Operable Units ("OUs") within the Site for purposes of conducting remedial activities; and

WHEREAS, pursuant to HSCA, on December 16, 2015, DNREC issued Final Plans of Remedial Action relating to Operable Unit 1 ("OU-1"), Operable Unit 2 ("OU-2") and Operable Unit 3 ("OU-3") (collectively "the Final Plans") of the Site; and

WHEREAS, this Environmental Covenant applies only to OU-1, OU-2 and OU-3 of the Site; and

WHEREAS, pursuant to that certain Findings of Fact, Conclusions of Law, and Order Pursuant to Sections 1129(a) and (b) of the Bankruptcy Code and Rule 3020 of the Federal Rules of Bankruptcy Procedure Confirming Debtors' Second Amended Joint Chapter 11 Plan, dated March 29, 2011, and all documents issued relating thereto, including the Settlement Agreement ("Settlement Agreement") issued by the United States Bankruptcy Court for the Southern District of New York, in the case of *In re Motors Liquidation Company, et al.*, f/k/a General

Motors Corp., et al., Debtors, Case No. 09-50026 (REG), Revitalizing Auto Communities Environmental Response Trust ("RACER Trust") and its successors and assigns are obligated to conduct certain environmental actions on or at the Site and/or property as may be required thereunder, and to otherwise to comply with applicable environmental laws and the requirements of DNREC (collectively "Remedial Actions"); and

WHEREAS, the Final Plans for OU-1, OU-2 and OU-3 require that certain activity and use limitations and requirements be placed on these OUs; and

WHEREAS, Owner is willing to establish this Environmental Covenant for OU-1, OU-2 and OU-3 of the Site as required by the Final Plans consistent with the Brownfields Development Agreement entered into by the Owner and DNREC on October 10, 2017.

NOW THEREFORE, Owner and DNREC agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to 7 Del. C. ch. 79, subchapter II, Uniform Environmental Covenants Act.
2. Property Subject to Environment Covenant. This Environmental Covenant concerns an approximately 126.67 acre portion of the Site located at 801 Boxwood Road, New Castle County, Delaware and is referred to herein as OU-1, OU-2 and OU-3 or "the Property". The Property is further identified as a portion of New Castle County tax parcel number 07-042.10-055 and is more particularly described in Exhibit A attached hereto and incorporated herein by reference.
3. Owner. Boxwood Industrial Park, LLC, located at 405 East Marsh Lane, Suite 1 in Newport, Delaware 19804, is the owner of the Site which includes the Property.
4. Holder. DNREC is the Holder of this Environmental Covenant.
5. Activity and Use Limitations and Requirements. As required by the Final Plans, Owner hereby agrees to comply with the following activity and use limitations and requirements:
 - a. Use Restriction. Use of the Property shall be restricted solely to those non-residential type uses permitted within commercial, manufacturing, or industrial districts respectively, as such district types and uses (including ancillary or accessory uses) are permitted pursuant to the corresponding zoning district classification of the New Castle County Code;
 - b. Limitation of Groundwater Withdrawal. No groundwater wells shall be installed and no groundwater shall be withdrawn from any well on the Property without the prior written approval of DNREC's Site Investigation and Restoration Section and DNREC's Division of Water;

- c. Compliance with the Long-Term Stewardship (LTS) Plan. RACER Trust is responsible for undertaking LTS activities in compliance with the LTS Plan approved by DNREC on May 12, 2017. Owner may be required by DNREC to undertake LTS activities related exclusively to the use, occupancy and development of the Property, but will not be required to undertake any LTS activities related to information and data management systems, monitoring activities, or operations and maintenance activities in areas of the Property where Owner has not engaged in land disturbing activities. Any LTS activities required of Owner must be performed to DNREC's satisfaction in accordance with the LTS Plan; and
- d. Compliance with a Contaminated Media Management Plan (CMMP). Owner is required to comply with the CMMP approved by DNREC on January 4, 2017. For Owner's new development construction activities which are land disturbing or which may materially and adversely affect RACER Trust's Remedial Actions, Owner is required to submit a proposed CMMP for DNREC's prior, written approval. The DNREC approved CMMP will provide guidance to construction workers on how to safely manage and interact with any potentially contaminated media at the Property. Any required CMMP must be performed to DNREC's satisfaction in accordance with the Plan.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, in accordance with 7 Del. C. § 7910(a), subject to amendment or termination as set forth herein. The term "Transferee" as used in this Environmental Covenant shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to 7 Del. C. § 7916. Failure by Holder to timely seek to enforce compliance with this Covenant or the use limitations or requirements contained herein shall not bar any subsequent enforcement effort by such Holder and shall not be deemed a waiver of the Holder's right to take action to enforce for non-compliance. Nothing in this Environmental Covenant shall restrict the Secretary of DNREC from exercising any other authority provided to him under applicable law.

8. Rights of Access. Owner hereby grants to DNREC, and its respective employees, agents, and contractors, the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Remedial Decision Record. The Remedial Decision Record containing all documents that support the issuance of the Final Plans is available for review at the

DNREC's office located at 391 Lukens Drive, New Castle, Delaware.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations and requirements set forth in this Environmental Covenant, and shall identify the location where the Covenant has been recorded. The notice upon conveyance shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE ENVIRONMENTAL COVENANT DATED AND RECORDED IN THE OFFICIAL RECORDS OF THE NEW CASTLE OFFICE OF THE RECORDER OF DEEDS ON THE DATE OF THIS DOCUMENT AND NOTED AS THE INSTRUMENT NUMBER ON THE TOP LEFT CORNER OF THE FIRST PAGE OF THIS ENVIRONMENTAL COVENANT. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS AND REQUIREMENTS:

- a. Use Restriction. Use of the Property shall be restricted solely to those non-residential type uses permitted within commercial, manufacturing, or industrial districts respectively, as such district types and uses (including ancillary or accessory uses) are permitted pursuant to the corresponding zoning district classification of the New Castle County Code;
- b. Limitation of Groundwater Withdrawal. No groundwater wells shall be installed and no groundwater shall be withdrawn from any well on the Property without the prior written approval of DNREC's Site Investigation and Restoration Section and DNREC's Division of Water;
- c. Compliance with the Long-Term Stewardship (LTS) Plan. RACER Trust is responsible for undertaking LTS activities in compliance with the LTS Plan approved by DNREC on May 12, 2017. Owner may be required by DNREC to undertake LTS activities related exclusively to the use, occupancy and development of the Property, but will not be required to undertake any LTS activities related to information and data management systems, monitoring activities, or operations and maintenance activities in areas of the Property where Owner has not engaged in land disturbing activities. Any LTS activities required of Owner must be performed to DNREC's satisfaction in accordance with the LTS Plan; and
- d. Compliance with a Contaminated Media Management Plan (CMMP). Owner is required to comply with the CMMP approved by DNREC on January 4, 2017. For Owner's new development

construction activities which are land disturbing or which may materially and adversely affect RACER Trust's Remedial Actions, Owner is required to submit a proposed CMMP for DNREC's prior, written approval. The DNREC approved CMMP will provide guidance to construction workers on how to safely manage and interact with any potentially contaminated media at the Property. Any required CMMP must be performed to DNREC's satisfaction in accordance with the Plan.

Owner shall notify DNREC within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone numbers of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred. Any confidential business or other information may be redacted from the documents provided.

11. Representations and Warranties. Owner hereby represents and warrants to DNREC, the Holder of this Environmental Covenant as follows:

- a. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided, and to carry out all of the obligations hereunder;
- b. that the Owner is the sole owner of the Property and holds fee simple title; and
- c. that this Environmental Covenant will not materially violate, contravene or constitute a material default under any other agreement, contract or instrument to which the Owner is a party or by which the Owner may be bound or affected.

12. RACER Trust Coordination and Notification. As referenced above, under the Settlement Agreement RACER Trust and its successors and assigns are obligated to undertake certain Remedial Action on Owner's Property, some of which will take place while Owner is involved in development activities under the referenced Brownfields Development Agreement entered into by Owner and DNREC. Owner will use good faith, commercially reasonable efforts to coordinate its development activities, particularly during the general planning of such activities, with RACER Trust's environmental actions, including without limitation, providing timely written notification to RACER Trust and its successors and assigns of Owner's general plans for new development activities and subsequently of Owner's intent to undertake specific activities that are in or that may be in areas in which RACER Trust is taking or has taken Remedial Action. Owner shall also, within ten (10) days after any conveyance of an interest in any portion of the Property, notify RACER Trust of such conveyance and the relevant Transferee's name, address, and telephone numbers; provided, however, that any of RACER Trust's contacts with a Transferee are subject to Owner's advance written

approval. All of the communications between RACER Trust and Owner under this Paragraph 12 shall be subject to a requirement of confidentiality.

13. Amendment or Termination.

a. This Environmental Covenant is subject to amendment or termination by the mutual consent of Owner (or Transferee, and DNREC pursuant to 7 *Del. C.* § 7915. As used in this Environmental Covenant, the term “Amendment” means any material changes to the provisions of the Environmental Covenant, including the activity and use limitations or requirements set forth herein; or, the elimination of one or more activity and use limitations or requirements when there is at least one limitation or requirement remaining. An Amendment shall also include an assignment of the Environmental Covenant as specified in 7 *Del. C.* § 7915.

b. As used in this Environmental Covenant, the term “Termination” shall mean the elimination of all activity and use limitations and requirements set forth herein and any other material obligations provided for by this Environmental Covenant.

c. This Environmental Covenant may be amended or terminated only by a written instrument duly executed by DNREC, and the Owner (or Transferee) of the Property and DNREC. Within thirty (30) days of the execution of any Amendment, or the Termination of the Environmental Covenant by the Owner and DNREC, the Owner shall file such instrument for recording in the Office of the *New Castle* County Recorder of Deeds, and shall provide a file-and-date-stamped copy of the recorded instrument to DNREC.

14. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Delaware.

16. Recordation. Within thirty (30) days following the date that this Environmental Covenant is fully executed, it shall be filed by the Owner in the Office of the *New Castle* Recorder of Deeds, in the same manner as a deed to the Property. This Covenant must be indexed in the grantor’s index in the name of the Owner, and in the grantee’s index in the name of the Holder, DNREC.

17. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant is recorded as a deed record for the Property in the Office of the *New Castle* County Recorder of Deeds.

18. Distribution of Environmental Covenant. The Owner shall distribute a filed and date stamped copy of the recorded Environmental Covenant to DNREC.

19. Notice. Any document or communication that is required to be provided to the parties to this Environmental Covenant shall be submitted to:

Environmental Program Administrator
DNREC-SIRS
391 Lukens Drive
New Castle, DE 19720
Attn: Rick Galloway, Project Manager

Boxwood Industrial Park LLC
c/o Harvey Hanna & Associates, Inc.
Attn: William Lower
405 East Marsh Lane, Suite 1
Newport, DE 19804

RACER Trust
Attn: Pam Barnett, Cleanup Manager
500 Woodward Ave., Ste. 2650
Detroit, MI 48226

20. Authorized Signatory. The undersigned representative of the Owner represents and certifies that it is authorized to execute this Environmental Covenant on behalf of the Owner.

SIGNATURE PAGE FOLLOWS

IT IS SO AGREED:

Boxwood Industrial Park LLC

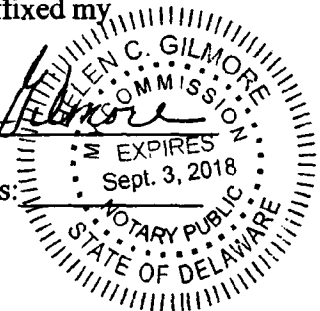
M. William Lower
 Signature of Owner
M. William Lower VP - Environmental Affairs
 Printed Name and Title
3-15-18
 Date

State of Delaware)
 County of New Castle) SS:

Before me, a notary public, in and for said county and state, personally appeared M. William Lower, a duly authorized representative of Boxwood Industrial Park, LLC, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of Boxwood Industrial Park.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 15th day of March, 2018.

Helen C. Gilmore
 Notary Public
 Commission Expires:



IT IS SO AGREED:

Delaware Department of Natural Resources and Environmental Control

Timothy T. Ratsep
Environmental Program Administrator
Site Investigation and
Restoration Section,
Division of Waste and
Hazardous Substances

State of Delaware)
) ss:
County of New Castle)

Before me, a notary public, in and for said county and state, personally appeared, Timothy Ratsep, Administrator who acknowledged to me that he did execute the foregoing instrument on behalf of DNREC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 15th day of March, 2018.

Elizabeth M. LaSote
Notary Public
Commission Expires: Upon Office

ELIZABETH M. LASORTE
NOTARY PUBLIC
STATE OF DELAWARE
My commission expires
upon office

Exhibit "A"



Exhibit "A"

Parcel 1 - 801 Boxwood Road, s/k/a 95 & 97 Dodson Avenue - Tax Parcel No.: 07-042-10-055;

BEGINNING at an iron with cap set on the easterly right of way line of Centreville Road and the southerly boundary line of the railroad lands, said point being the northwest corner of the herein described parcel; THENCE, leaving said point and running with the southerly boundary line of the said railroad lands the following six courses, (1) North $81^{\circ}20'15''$ East a distance of 2514.76' to an iron pipe found; THENCE, (2) North $74^{\circ}01'04''$ East a distance of 320.14' to an iron pipe found; THENCE, (3) North $81^{\circ}17'50''$ East a distance of 949.59' to an iron pipe found; THENCE, (4) North $77^{\circ}54'05''$ East a distance of 248.70' to a point; THENCE, (5) South $04^{\circ}16'40''$ East a distance of 23.73' to an iron rod with cap set; THENCE, (6) South $20^{\circ}26'16''$ West a distance of 141.33' to a concrete monument found on the westerly property line of the other lands of the General Motors Corporation (Deed Record B, Volume 74, Page 120); THENCE, running with the westerly property line of the other lands, (7) South $20^{\circ}26'16''$ West a distance of 941.28' to a concrete monument found on the northerly property line of Paul Riebel (Instrument Number 20070727-0066682); THENCE, running with the northerly property line of the said Riebel lands and the northerly property lines of the Santos, McKay, Boxwood Coal Corp. and Reybold Venture Group lands, (8) North $80^{\circ}52'43''$ West a distance of 696.65' to a pk nail found at the northerly end of Dodson Avenue; THENCE, running with the northerly end of Dodson Avenue, (9) North $81^{\circ}46'56''$ West a distance of 20.01' to a pk nail found; THENCE, running with the westerly right of way line of Dodson Avenue, (10) South $08^{\circ}25'33''$ West a distance of 1506.77' to an iron rod with cap set and a curve deflecting to the right with an arc length of 47.61', and a radius of 30.00'; THENCE, with the said curve the following chord bearing, (11) South $53^{\circ}53'36''$ West, and chord length of 42.77' to a point on the northerly right of way line of Boxwood Road; THENCE, running with the northerly right of way line of Boxwood Road the following twenty three courses, (12) North $80^{\circ}38'22''$ West a distance of 428.30' to a point; THENCE, (13) North $09^{\circ}21'38''$ East a distance of 15.00' to a point; THENCE, (14) North $80^{\circ}38'22''$ West a distance of 25.00' to a point; THENCE, (15) North $09^{\circ}21'38''$ East a distance of 30.00' to a point; THENCE, (16) North $80^{\circ}38'22''$ West a distance of 103.00' to a point; THENCE, (17) South $09^{\circ}21'38''$ West a distance of 30.00' to a point; THENCE, (18) North $80^{\circ}38'22''$ West a distance of 20.00' to a point; THENCE, (19) South $09^{\circ}21'38''$ West a distance of 15.00' to a point; THENCE, (20) North $80^{\circ}38'22''$ West a distance of 381.05' to a point and a curve deflecting to the left with an arc length of 274.04', and a radius of 3154.28'; THENCE, with the said curve the following chord bearing, (21) North $83^{\circ}07'42''$ West, and a chord length of 273.95' to a point; THENCE, (22) North $85^{\circ}37'02''$ West a distance of 79.52' to a point; THENCE, (23) North $04^{\circ}22'58''$ East a distance of 15.00' to a point; THENCE, (24) North $85^{\circ}37'02''$ West a distance of 13.00' to a point; THENCE, (25) North $04^{\circ}22'58''$ East a distance of 20.00' to a point; THENCE, (26) North $85^{\circ}37'02''$ West a distance of 106.00' to a point; THENCE, (27) South $04^{\circ}22'58''$ West a distance of 20.00' to a point; THENCE, (28) North $85^{\circ}37'02''$ West a distance of 30.00' to a point; THENCE, (29) South $04^{\circ}22'58''$ West a distance of 15.00' to a point; THENCE, (30) North $85^{\circ}37'02''$ West a distance of 259.00' to a point; THENCE, (31) North $04^{\circ}22'58''$ East a distance of 13.00' to a point; THENCE, (32) North $85^{\circ}41'01''$ West a distance of 270.00' to a point; THENCE, (33) North $63^{\circ}52'56''$ West a distance of 53.85' to a concrete monument found; THENCE, (34) North $13^{\circ}59'56''$ West a distance of 170.07' to a point and the easterly right of way line of Centreville Road; THENCE, running with the easterly right of way line of Centreville Road the following eight courses, (35) North $45^{\circ}51'15''$ West a distance of 88.74' to a point; THENCE, (36) North $06^{\circ}58'23''$ West a distance of 472.00' to a concrete monument found; THENCE, (37) North $39^{\circ}57'27''$ East a distance of 62.97' to a point; THENCE, (38) North $06^{\circ}58'23''$ West a distance of 90.00' to a concrete monument found; THENCE, (39) North $55^{\circ}14'59''$ West a distance of 48.97' to a concrete monument found; THENCE, (40) North $10^{\circ}23'47''$ West a distance of 143.44' to a concrete monument found; THENCE, (41) North $21^{\circ}05'16''$ West a distance of 305.27' to a concrete monument found and a curve deflecting to the left with an arc length of 399.49', and a radius of 1960.00'; THENCE, with the said curve the following chord bearing, (42) North $26^{\circ}55'37''$ West, and a chord length of 398.80' to an iron rod with cap set and the place of beginning.

