



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

JUN 13 2018

REPLY TO THE ATTENTION OF:

VIA EMAIL

Dennis Schreibeis, Attorney
Crown Enterprises, Inc./Commercial Real Estate Services
Attorney for Central Transport, Inc.,
12225 Stephens Road
Warren, MI 48089
dschreibeis@crownterprisesinc.com

Re: Final Settlement; In the Matter of Central Transport, Inc.,
Romulus, Wayne County, Michigan;
CERCLA Docket No.: [**CERCLA-05-2018-0006**]

Dear Mr. Schreibeis:

Attached please find a copy of the signed, fully-executed Settlement Agreement in resolution of the above-mentioned case. The original Settlement Agreement for this case was filed with the Regional Hearing Clerk on June 13, 2018.

In accordance with Section V, paragraphs 12 through 14 under the terms of the Settlement Agreement, Central Transport, Inc., will pay \$27,000 to EPA to resolve its and First Industrial's liability for the Agency's past response costs incurred at the Site/Spill ID Number C54F and docket number [**CERCLA-05-2018-0006**].

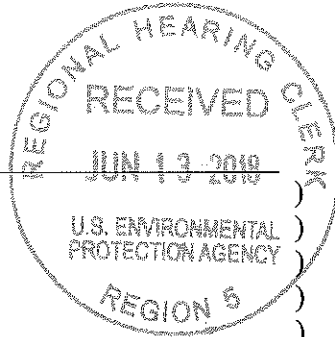
You will be receiving a separate letter from EPA's Office of Regional Counsel (Cynthia Kawakami), regarding the close of the public comment period and the effective date of the Settlement Agreement.

Thank you for your cooperation in resolving this matter.

Sincerely,

for Jason El-Zein, Chief
Emergency Response Branch #1

Enclosure



IN THE MATTER OF:

Central Transport, Inc.
Romulus, Wayne County, Michigan

Central Transport, Inc., Central Transport LLC,
And Crown Enterprises, Inc.
SETTLING PARTIES

SETTLEMENT AGREEMENT

U.S. EPA Region 5
CERCLA Docket No. CERCLA-05-2018-0006

PROCEEDING UNDER
SECTION 122(h)(1) OF CERCLA
42 U.S.C. § 9622(h)(1)

**CERCLA SECTION 122(h)(1) SETTLEMENT AGREEMENT
FOR RECOVERY OF PAST RESPONSE COSTS**

TABLE OF CONTENTS

I. JURISDICTION 1
II. BACKGROUND 1
III. PARTIES BOUND 2
IV. DEFINITIONS 2
V. PAYMENT OF RESPONSE COSTS 4
VI. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT 5
VII. COVENANTS BY EPA 6
VIII. RESERVATIONS OF RIGHTS BY EPA 6
IX. COVENANTS BY SETTLING PARTIES 7
X. EFFECT OF SETTLEMENT/CONTRIBUTION 7
XI. ACCESS TO INFORMATION 9
XIII. NOTICES AND SUBMISSIONS 10
XIV. INTEGRATION[/APPENDICES] 10
XV. PUBLIC COMMENT 11
XVI. EFFECTIVE DATE 11

I. JURISDICTION

1. This Settlement Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency (EPA) by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders) and redelegated to the Director of the Superfund Division, Region 5 by EPA R5 Delegation No. 14-14-D

2. This Settlement Agreement is made and entered into by EPA and Central Transport, Inc. and/or Central Transport LLC and Crown Enterprises, Inc. ("Settling Parties"). Settling Parties consent to and will not contest EPA's authority to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Settlement Agreement concerns a Site located in Romulus, Wayne County, Michigan where Central Transport's truck was parked and leaked a tote of red dye containing urea onto the parking lot and nearby public roadways, among other areas ("the Site"). EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, including, but not limited to developing and implementing a Site Health and Safety Plan; removing red dye containing the contaminant urea from the public roadways; documenting contamination on the private parking lot, public roadway, on-site retention pond, and off-site tributary to the Detroit River; and characterizing, removing, and properly disposing of waste containers in accordance with EPA's Off-Site Rule (40 CFR § 300.440).

5. In performing response action, EPA has incurred response costs at or in connection with the Site.

6. EPA alleges that Settling Parties, Central Transport, Inc., Central Transport LLC and Crown Enterprises, Inc. are transporter responsible parties pursuant to Section 107(a)(4) of CERCLA, 42 U.S.C. § 9607(a)(4), and are jointly and severally liable for response costs incurred or to be incurred at or in connection with the Site.

7. EPA has determined that the total past and projected response costs of the United States at or in connection with the Site will not exceed \$500,000, excluding interest.

8. EPA and Settling Parties recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law. The actions undertaken by Settling Parties in accordance with this Settlement Agreement do not constitute an admission of any liability by Settling Parties. Settling Parties do not admit, and retain the right to controvert in any subsequent

proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in this Section.

III. PARTIES BOUND

9. This Settlement Agreement shall be binding upon EPA and upon Settling Parties and their heirs, successors, and assigns. Any change in ownership or corporate or other legal status of Settling Parties, including but not limited to, any transfer of assets or real or personal property, shall in no way alter Settling Parties' responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

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

"Affected Property" shall mean all real property at the Site, as indicated in paragraph 3 above, where EPA determines, at any time, that access or land, water, or other resource use restrictions are needed to implement response actions at the Site, including, but not limited to, the following property located at 28420 Highland Road, Romulus, Wayne County, Michigan 48174 (Latitude: 42.2366, Longitude: -83.3192), and public roadways near that property.

"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 Agreement, 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.

"DOJ" shall mean the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.

"Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XV.

"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.

“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/ocfopage/finstatement/superfund/int_rate.htm.

“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.

“Paragraph” shall mean a portion of this Settlement Agreement identified by an Arabic numeral or an upper or lower case letter.

“Parties” shall mean EPA and Settling Parties.

“Past Response Costs” shall mean all costs, including but not limited to direct and indirect costs, that EPA has paid at or in connection with the Site through April 30, 2017 for the removal action described in the Action Memorandum for the Site dated March 27, 2015.”

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

“Section” shall mean a portion of this Settlement Agreement identified by a Roman numeral.

“Settlement Agreement” shall mean this Settlement Agreement and attached appendices. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

“Settling Parties” shall mean Central Transport, Inc., Central Transport LLC and Crown Enterprises, Inc. (Central Transport) and First Industrial Realty Trust (First Industrial).¹

“Site” shall mean the property, located at 28420 Highland Road, Romulus, Wayne County, Michigan 48174, and public roadways near that property, where Central Transport’s truck was parked and leaked a tote of red dye containing urea onto the parking lot and nearby

¹ Although First Industrial Realty Trust, Inc. is not a signatory to this agreement, Central Transport is resolving the liability of First Industrial, an owner of the Site at the time of disposal, and, thus, a responsible party pursuant to Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2), for past costs at the Site. The \$27,000 settlement payment by Central Transport to resolve its and First Industrial’s liability will alleviate the need for any future contribution action and/or counterclaim between Central Transport and First Industrial for the past response costs recovered by EPA for this Site.

public roadways, among other areas. The Site is generally designated by the following coordinates: Latitude: 42.2366, Longitude: -83.3192.

“State” shall mean the State of Michigan.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

V. PAYMENT OF RESPONSE COSTS

11. Payment by Settling Parties for Past Response Costs.

If the Settlement Agreement is made effective after public comment, Settling Parties shall, within 15 days after the Effective Date, make payment of \$27,000 to the EPA Hazardous Substance Superfund in accordance with Paragraphs 12 and 14 below.

12. Settling Parties' shall make payment by official bank check made payable to “EPA Hazardous Substance Superfund.” Each check, or a letter accompanying each check, shall identify the name and address of the party(ies) making payment, the Site name, Site/Spill ID Number C54F, and the EPA docket number for this action, and shall be sent to:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

13. Deposit of Payment. The total amount to be paid by Settling Parties pursuant to Paragraph 11 shall be deposited by EPA in the EPA Hazardous Substance Superfund.

14. Notice of Payment. At the time of payment, Settling Parties shall send notice that payment has been made to EPA in accordance with Section XIII (Notices and Submissions), and to the EPA Cincinnati Finance Center (CFC) by email or by regular mail at:

EPA CFC by email: cinwd_acctsreceivable@epa.gov

EPA CFC by regular mail: EPA Cincinnati Finance Center
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268

Cynthia Kawakami
Associate Regional Counsel
U.S. EPA – Region 5
77 West Jackson Blvd. (C-14J)
Chicago, IL 60604-3590

Ruth Woodfork
Enforcement Coordinator
U.S. EPA -- Region 5
77 West Jackson Blvd. (SE-5J)
Chicago, IL 60604-3590

Such notice shall reference Site/Spill ID Number C54F and the EPA docket number for this action.

VI. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

15. Interest on Late Payments. If Settling Parties fail to make any payment required by Paragraph 11 (Payment by Settling Parties for Past Response Costs) by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

16. Stipulated Penalty.

a. If any amounts due to EPA under Paragraph 11 (Payment by Settling Parties for Past Response Costs) are not paid by the required date, Settling Parties shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 15 (Interest on Late Payments), \$100.00 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days after the date of demand for payment of the penalties by EPA. Settling Parties shall identify all payments to EPA under this Paragraph as "stipulated penalties" and shall make payment by official bank check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall identify the name and address of the part(ies) making payment, the Site name, Site/Spill ID Number C54F, and the EPA docket number of this action and shall be sent to:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000]

c. At the time of payment, Settling Parties shall send notice that payment has been made as provided in Paragraph 14 (Notice of Payment).

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing in this Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

17. In addition to the Interest and stipulated penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of any Settling Party's failure to comply with the requirements of this Settlement Agreement, any Settling Party who fail or refuse to comply with the requirements of this Settlement Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Settlement Agreement, Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

18. The obligations of Settling Parties to pay amounts owed to EPA under this Settlement Agreement are joint and several. In the event of the insolvency of any Settling Party or the failure by any Settling Party to make the payments required under this Settlement Agreement, the remaining Settling Parties shall be responsible for such payments.

19. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. Payment of stipulated penalties shall not excuse Settling Parties from payment as required by Section V (Payment of Response Costs) or from performance of any other requirements of this Settlement Agreement.

VII. COVENANTS BY EPA

20. Covenant for Settling Parties by EPA. Except as specifically provided in Section VIII (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant shall take effect upon the Effective Date. This covenant is conditioned upon the satisfactory performance by Settling Parties of its obligations under this Settlement Agreement. This covenant extends only to Settling Parties and do not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY EPA

21. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Parties with respect to all matters not expressly included within Paragraph 20 (Covenants for Settling Parties by EPA). Notwithstanding any other provision of this Settlement Agreement, EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Parties with respect to:

- a. liability for failure of Settling Parties to meet a requirement of this Settlement Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and

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

22. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, that the United States may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

IX. COVENANTS BY SETTLING PARTIES

23. Covenants by Settling Parties. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States,² or its contractors or employees, with respect to Past Response Costs and this Settlement Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on 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 claims arising out of the response actions at the Site for which the Past Response Costs or Settling Parties' Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of Michigan, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; and

c. any claim pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. § 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law for Past Response Costs or Settling Parties' Past Response Costs.

24. Nothing in this Settlement Agreement 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).

25. Waiver of Claims by Settling Parties.

a. Settling Parties agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that it may have for response costs relating to the Site against former Site owner, First Industrial Realty Trust, Inc.

X. EFFECT OF SETTLEMENT/CONTRIBUTION

26. Except as provided in Paragraph 25 (Waiver of Claims by Settling Parties), nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in

² The settlement should resolve claims by Settling Parties against the United States for Past Response Costs and, if such costs are addressed by the settlement, for Settling Parties' Past Response Costs.

Section IX (Covenants by Settling Parties), 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 that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613 (f)(2)-(3), to pursue any such persons not a Party hereto to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

27. The Parties agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Settling Party has, as of the Effective Date, resolved 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 is 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, or as may be otherwise provided by law, for the “matters addressed” in this Settlement Agreement. The “matters addressed” in this Settlement Agreement are Past Response Costs.

28. The Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Settling Party has, 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).

29. Each Settling Party shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Party also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify EPA in writing within 10 days after service of the complaint or claim upon it. In addition, each Settling Party shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

30. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by EPA set forth in Section VII.

31. Effective upon signature of this Settlement Agreement by Settling Parties, such Settling Parties agree that the time period commencing on the date of its signature and ending on the date EPA receives from such Settling Parties the payment(s) required by Section V (Payment of Response Costs) and, if any, Section VI (Failure to Comply with Settlement Agreement) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the “matters addressed” as defined in Paragraph 27, and that, in any action brought by the United States related to the “matters

addressed," such Settling Parties will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Settling Parties that it will not make this Settlement Agreement effective, the statute of limitations shall begin to run again commencing 90 days after the date such notice is sent by EPA.

XI. ACCESS TO INFORMATION

32. Settling Parties shall provide to EPA, 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 their possession or control or that of their contractors or agents relating to activities at the Site, 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 Site.

33. Privileged and Protected Claims.

a. Settling Parties may assert that all or part of a Record is privileged or protected as provided under federal law, provided they comply with Paragraph 33.b, and except as provided in Paragraph 33.c.

b. If Settling Parties assert a claim of privilege or protection, they shall provide EPA 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, 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, Settling Parties shall provide the Record to EPA in redacted form to mask the privileged or protected information only. Settling Parties shall retain all Records that they claim to be privileged or protected until the United States has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the Settling Parties' favor.

c. Settling Parties may make no claim of privilege or protection regarding:

(1) any data regarding the Site, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or

(2) the portion of any Record that Settling Parties are required to create or generate pursuant to this Settlement Agreement.

34. Business Confidential Claims. Settling Parties may assert that all or part of a Record submitted to EPA under this Section 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). Settling Parties shall segregate and clearly identify all Records or parts thereof submitted under this Settlement Agreement for which Settling Parties assert a business confidentiality claim. Records submitted to EPA determined to be confidential by EPA will be accorded 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, or if EPA has notified Settling Parties 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 Settling Parties.

35. Notwithstanding any provision of this Settlement Agreement, the United States retains all of its information gathering and inspection authorities and rights, including enforcement actions relating thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XII. NOTICES AND SUBMISSIONS

36. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Except as otherwise provided, notice by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of this Settlement Agreement regarding such Party.

As to EPA:

Cynthia Kawakami
Associate Regional Counsel
U.S. EPA – Region 5
77 West Jackson Blvd. (C-14J)
Chicago, IL 60604-3590

Ruth Woodfork
Enforcement Coordinator
U.S. EPA – Region 5
77 West Jackson Blvd. (SE-5J)
Chicago, IL 60604-3590

As to Settling Parties:

Dennis Schreibeis
605 General Counsel
Crown Enterprises, Inc.
12225 Stephens Road
Warren, MI 48089

XIII. INTEGRATION/APPENDICES

37. This Settlement Agreement and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and

incorporated into this Settlement Agreement: "Appendix A" is a complete list of the Settling Parties; and "Appendix B" is the map of the Site.

XIV. PUBLIC COMMENT

38. This Settlement Agreement shall be subject to a public comment period of at least 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper, or inadequate.


XV. EFFECTIVE DATE

39. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 38 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

IT IS SO AGREED:

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY:

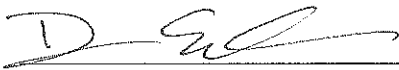
3/9/2018
Dated



Robert A. Kaplan
Acting Director
Superfund Division
Region 5

**FOR Central Transport, Inc., Central Transport LLC, and
Crown Enterprises, Inc. (also for the benefit of First
Industrial Realty Trust, Inc.)**

2/14/18
Dated



Dennis Schreibeis
General Counsel
Crown Enterprises, Inc.
12225 Stephens Road
Warren, MI 48089

In the matter of: Central Transport, Inc., Central Transport LLC,
and Crown Enterprises, Inc.
Docket Number: CERCLA-05-2018-0006

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of the foregoing signed and fully-executed
Settlement Agreement for Recovery of Past Response Costs, which was filed on
6/13/18, in the following manner to the addressees:

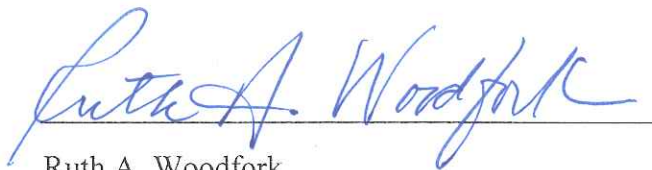
Certified Mail to Respondent:
(through Respondent's Attorney)

Dennis Schreiberis
dschreiberis@crownterprisesinc.com

Copy by Electronic Mail to Complainant's
Attorney:

Cynthia Kawakami
kawakami.cynthia@epa.gov

Dated: 6/13/18



Ruth A. Woodfork
Emergency Response Branch 2, ESS
U.S. Environmental Protection Agency, Region 5

CERTIFIED MAIL RECEIPT NUMBER (S):

7009 1680 0000 7642 4547