

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

In the Matter of:

Linden Road Landfill,
Genesee County, Michigan

MDEQ Docket No.:
LANDUSE-ERD-98-011

AGREEMENT FOR A LIMITED RECREATIONAL REMEDY

This Agreement for Limited Recreational Remedy (hereinafter referred to as the "Agreement") is entered into voluntarily by and between the Michigan Department of Environmental Quality (MDEQ), Environmental Response Division and General Motors Corporation for the purpose of specifying the agreed upon conditions of a Limited Recreational based Remedial Action Plan (RAP) approval at the Linden Road Landfill. By execution of this Agreement the MDEQ and General Motors Corporation stipulate and agree to be bound by all of the recitals, terms and conditions herein.

RECITALS

Whereas, any remedial action undertaken pursuant to Section 20120b(3) of Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, MCL 324.20101 *et seq.*, or the Part 201 Rules, 1990 AACRS R 299.5101 *et seq.*, which may include land use or resource use restrictions, monitoring, operation and maintenance, installation of permanent markers and continued financial responsibility, if determined by the MDEQ as necessary, shall be stipulated in a legally enforceable agreement with the MDEQ; and

Whereas, this Agreement pertains to the Facility located in Flint Township, County of Genesee, State of Michigan described in Attachment A and commonly known as the Linden Road Landfill; and

Whereas, the RAP for a Limited Recreational Remedy submitted by General Motors Corporation in January 1996, to the MDEQ, including its attachments and any MDEQ approved modifications thereto, complies with applicable requirements under Part 201 of NREPA and the Part 201 administrative rules; and

Whereas, this Agreement satisfies the requirements of Section 20120b(3) of NREPA, as amended in June 1995.

Based on the foregoing Recitals the MDEQ and General Motors Corporation hereby stipulate and agree as follows:

I. PARTIES BOUND

1.1 This Agreement shall apply to and be binding upon MDEQ and General Motors Corporation and its successors and assigns. No change in ownership or corporate status of General Motors Corporation shall in any way alter General Motors Corporation's responsibilities under this Agreement. Any agreement assigning or transferring the rights, duties and benefits of this Agreement shall provide that the terms and conditions of this Agreement are binding upon the assignee or transferee. General Motors Corporation shall provide the MDEQ with written notice of the intent to transfer ownership of part or all of its ownership interest in the property at the Linden Road Landfill. Such transfer or assignment shall not occur without adequate and complete provision for the continued operation and maintenance of the remedial action and the prevention of exposures as described in the Restrictive Covenant.

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

II. DEFINITIONS

2.1 The terms "State" or "State of Michigan" shall mean the MDEQ and any authorized representatives acting on their behalf.

2.2 The "Operation and Maintenance Plan" or "O&M Plan" means the Operation, Maintenance and Long-Term Monitoring Plan attached hereto as Attachment B and which constitutes a portion of the Remedial Action Plan.

2.3 "Remedial Action Plan," "Limited Land Use or Site-Specific, Criteria Based Remedial Action Plan" or "RAP" means the Remedial Action Plan for the Linden Road Landfill prepared by Roy F. Weston, Inc. and submitted to MDEQ in January 1996, including any MDEQ-approved modifications to the RAP.

III. FINANCIAL ASSURANCE MECHANISM

3.1 The General Motors Corporation shall establish a Certificate of Deposit to secure the performance of operation and maintenance, oversight, monitoring and other costs necessary to assure the effectiveness and integrity of the remedial action, as set forth in the RAP. In the alternative, the General Motors Corporation, with the approval of the MDEQ, may choose to establish an alternate financial assurance mechanism and the parties shall modify this Section of this Agreement as set forth in Section XI (Modifications). Modification of this Section shall include, but is not limited to, the type of FAM and the duration and amount of funds to be secured by the alternate FAM. A financial assurance mechanism (FAM) shall remain in effect until such time the MDEQ determines that it may be terminated.

3.2 The General Motors Corporation has secured two Certificates of Deposit totaling \$172,842.00 (Attachment C). This amount reflects an estimate of the present value of the costs for monitoring, operation, and maintenance, oversight, and other costs necessary to assure the effectiveness and integrity of the remedial action for the initial thirty (30) year period that this Agreement is in effect.

3.3 Sixty (60) days prior to the two (2)-year anniversary date and every succeeding five-year anniversary date of this Agreement, the General Motors Corporation shall submit to the MDEQ for review and approval the following: (a) an updated O&M Plan; (b) if necessary, a plan for other response activities needed to assure the effectiveness and integrity of the remedial action as set forth in the RAP; and (c) an updated estimate of the present value for the continued implementation of the O&M Plan and other response activities for the next 30 year period to assure the effectiveness and integrity of the remedial action, as set forth in the RAP. The updated present value estimate shall include documentation of the costs for monitoring, operation and maintenance, oversight, and other response activities performed at the Facility for the previous five (5)-year period and shall be signed by an authorized representative of the General Motors Corporation, who shall certify the data is true and correct.

3.4 Within (60) days of receipt by the MDEQ of the items listed in Paragraph 3.3 (a)-(c), the MDEQ shall determine whether these submittals are adequate and appropriate and shall determine whether the existing FAM provides for sufficient financial assurance for the continued performance of the updated O&M Plan and other response activities for the next 30 year period to assure the effectiveness and integrity of the remedial action, as set forth in the RAP. If the MDEQ determines that the existing FAM does not provide adequate funds, the General Motors Corporation shall revise the FAM in order to insure that additional funds are available to the MDEQ within sixty (60) days of receipt of the MDEQ notification that these additional funds are required.

3.5 The General Motors Corporation may submit a written request to reduce the amount of the FAM along with the updated present value estimate submitted in accordance with Paragraphs 3.3 and 3.4. If the MDEQ determines, through the review and approval process set forth in Paragraph 3.4, that the FAM provides for funds in excess of those necessary to provide sufficient financial assurance for the continued implementation of activities specified in the O&M Plan and the RAP for the next 30 year period, the General Motors Corporation may reduce the amount of funds in the FAM in an amount acceptable to the MDEQ.

3.6 In the event that the General Motors Corporation fails at any time to adequately implement the RAP, including the O&M Plan, or other additional response activities that are necessary and appropriate to assure the effectiveness and integrity of the remedial action, the MDEQ, at its discretion, may choose to implement those response activities that the General Motors Corporation has failed to perform. The MDEQ will provide the General Motors Corporation with written notice should the MDEQ choose to implement response activities as described in this paragraph. Within sixty (60) days of receiving a written detailed compilation of costs incurred by the State to implement those response activities, the General Motors Corporation shall reimburse those costs to the State or if appropriate, such reimbursement may

be made from the FAM in accordance with the procedure established in the current financial assurance mechanism.

IV. IMPLEMENTATION

4.1 General Motors Corporation agrees to implement and comply with the terms and conditions of the RAP, including the O&M Plan. As approved, each component of each work plan and approved modifications thereto, shall be deemed incorporated into this Agreement and made an enforceable part of this Agreement. The General Motors Corporation shall provide an annual report to the MDEQ project coordinator describing the implementation of the RAP, operation and maintenance activities, and all other response activities that have been undertaken by General Motors Corporation at the Facility for the prior year. Said report shall describe any changes or modifications to the RAP and O&M Plan that should be implemented in order to assure the continued effectiveness and integrity of the remedial action. The frequency of this report may be decreased based on site conditions, upon the written approval of MDEQ, after a period of no less than 5 years of O&M.

4.2 The MDEQ reserves the right to review the records describing the operation and maintenance activities that have been undertaken by General Motors Corporation.

4.3 Approval of the O&M Plan shall not be construed to mean that the MDEQ concurs with all conclusions, methods or statements in the O&M Plan or warrants that the submission comports with law.

4.4 After obtaining approval in writing from the MDEQ, General Motors Corporation shall properly remove or plug all monitor wells which were installed as part of the response activity at or related to the Facility and which will not be utilized for long term monitoring at the Facility within 120 days of the effective date of this Agreement. The proper well abandonment procedures described in ASTM Standard D 5299-92 (Standard Guide for Decommissioning Ground Water Wells, Vadose Zone Monitoring Devices, Boreholes, and Other Devices for Environmental Activities) shall be used by the General Motors Corporation in plugging all wells.

4.5 General Motors Corporation shall, upon completion of the response activities detailed in the RAP, including operation and maintenance and long term monitoring, notice and obtain approval of the MDEQ or its successor to properly remove or plug all remaining monitor wells at or related to the Facility.

V. RESTRICTIVE COVENANT

5.1 General Motors Corporation shall record with the Genesee County Register of Deeds the Restrictive Covenant attached hereto as Attachment D within 21 days of the department's selection or approval of the remedial action plan. The Restrictive Covenant shall comply with the requirements of Section 20120b(4) of Part 201 of NREPA.

5.2 General Motors Corporation shall provide a true copy of the recorded Restrictive Covenant to MDEQ within ten (10) days after the document is recorded and returned. The copy provided to MDEQ shall include the liber and page number.

VI. ACCESS TO PROPERTY AND RECORDS

6.1 From and after the Effective Date of this Agreement, MDEQ and its authorized employees and representatives shall have an irrevocable right-of-access at all reasonable times to the Property for the purpose of determining and monitoring compliance with the RAP, including the right to take samples, inspect the operation of remedial action measures and inspect records related to the RAP. MDEQ will make reasonable efforts to provide advance notice to the General Motors Corporation Project Coordinator prior to inspection whenever feasible.

6.2 This Agreement does not restrict or limit any right that the MDEQ may have to enter the Property or other properties to which access is required for the protection of the public health, safety or the environment pursuant to specific statutory or regulatory authority. Consistent with MDEQ's responsibilities under federal or state law, MDEQ and its authorized representatives shall use its best efforts to minimize interference and whenever possible employ efforts that are the least intrusive to the operations and commercial activities on the Property. "Best efforts" shall not require MDEQ to incur any material cost increases in carrying out its responsibilities to protect the public health, safety or the environment.

6.3 Upon request, MDEQ will provide the results of any samples taken related to the Facility in a timely manner.

VII. PAYMENT OF OVERSIGHT COSTS

General Motors Corporation shall reimburse MDEQ for all costs lawfully incurred by the State in overseeing implementation of the Remedial Action Plan, including oversight of Operation and Maintenance as set forth in Attachment B. Following each anniversary of the date of this Agreement, MDEQ will provide General Motors Corporation with an accounting of all oversight costs incurred during the preceding year. General Motors Corporation shall pay oversight costs lawfully incurred by the State within sixty (60) days of receipt of the oversight cost accounting.

VIII. COVENANT NOT TO SUE THE STATE/INDEMNIFICATION

General Motors Corporation hereby Covenants Not to Sue or take any civil, judicial or administrative action against the State, its agencies, MDEQ or their authorized representatives for any claims arising from or connected with MDEQ's approval or implementation of the RAP, including the execution of this Agreement. General Motors Corporation also agrees to indemnify

the State of Michigan, its agencies, MDEQ and their authorized representatives from any and all claims or costs of defending any and all claims brought by others based upon, arising from or connected with the implementation of this Agreement.

IX. REMEDIES FOR BREACH OF AGREEMENT

9.1 General Motors Corporation recognizes and understands that MDEQ's remedies in the event General Motors Corporation breaches the terms and conditions of this Agreement may include, but are not limited to, specific performance, issuance of unilateral administrative orders under Sections 20114(1)(h) or 20119 of NREPA, MCL 324.20114(1)(h), 324.20119, reimbursement of costs, or any other statutory or common law authority subject to rights or defenses available to General Motors Corporation under applicable law.

9.2 This Agreement shall not be construed as discharging the liability of General Motors Corporation or any other person or entity.

9.3 Nothing in this Agreement shall affect the duties and obligations General Motors Corporation may have with respect to permits or other governmental approvals or waive General Motors Corporation's duties and obligations under other applicable federal or state laws.

9.4 If provisions for any of the following lapse or are not complied with as provided in the Agreement or RAP, MDEQ's approval of the RAP is void from the time of the lapse or violation, unless the lapse or violation is corrected to the satisfaction of MDEQ:

- (A) Land Use or Resource-Use Restrictions
- (B) Monitoring
- (C) Operation and Maintenance
- (D) Financial Assurance
- (E) Installation of Permanent Marker

If General Motors Corporation fails to correct the lapse or violation within thirty (30) days of written notification of such lapse, MDEQ, at its option, may perform the work necessary to bring the Linden Road Landfill back into compliance with this Agreement and shall be reimbursed from the Financial Assurance Mechanism for such work.

X. NOTICES

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

As to MDEQ:

James E. Innes
Environmental Response Division
Telephone: (517) 625-4693

(Regular Mail)
Shiawassee District Office
10650 S. Bennett Dr.
Morrice, MI 48857-9792

(Via Courier)
Same

As to General Motors Corporation :

Robert Metcalf
General Motors Corporation
Telephone: (810) 236-0300

(Regular Mail)
902 East Hamilton Avenue
Mail Code 485-185-020
Flint, MI 48457

(Via Courier)
Same

As to MDEQ for financial/escrow matters:

Mr. Larry Elmleaf, Chief, Enforcement and Cost Recovery Unit
Environmental Response Division
Telephone: (517) 335-4029

(Regular Mail)
Environmental Response Division
Michigan Department of Environmental Quality
300 S. Washington Sq.
Lansing, MI 48933

(Via Courier)
Same

XI. MODIFICATIONS

This Agreement shall not be modified unless such modification is in writing and signed by MDEQ and General Motors Corporation.

XII. RESERVATIONS OF RIGHTS

12.1 The parties reserve any and all rights available to them pursuant to Part 201 of the NREPA or any other legal authority to bring an action as provided by law.

12.2 Nothing in this Agreement constitutes or may be construed as a release or covenant not to sue by the State regarding any claim, cause of action, or demand in law or equity against any person, firm, trust, trustee, joint venture, partnership, corporation, member or other entity, for any liability it may have arising out of or relating in any way to the generation, storage,

treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, pollutants, contaminants, or injurious substances found at, taken to, or taken from the Facility.

XIII. NOTICE TO EASEMENT HOLDERS

13.1 The General Motors Corporation shall perform the following activities within thirty (30) days after the effective date of this Agreement:

- (a) Provide notice to each easement holder of record at the Facility that the Linden Road Landfill site is a "facility" under Part 201 of the NREPA.
- (b) Provide a copy of the MDEQ approved restrictive covenant to each easement holder of record at the Facility.

13.2 This section is subject to the Land Use or Resource Use Restrictions provisions stated in Section IX, Paragraph 9.4(A). Accordingly, if this notice is not sent within the thirty (30) day period, the MDEQ's approval of the RAP is void unless the lapse is corrected to the satisfaction of the MDEQ.

XIV. APPLICABLE LAW

14.1 This Agreement shall be construed in accordance with the laws of the State of Michigan. All actions required to be taken pursuant to this Agreement shall be undertaken in accordance with the requirements of Part 201 of NREPA and its applicable Administrative Rules.

14.2 All terms used in this Agreement which are defined in Part 201 of NREPA, MCL 324.20101 et seq. and/or the Part 201 Rules, 1990 AACS R 299.5101 et seq., shall have the same meaning in this Agreement as in Part 201 of NREPA and the Part 201 Rules. If a conflict exists between the Rules and the statute, the statute prevails.

XV. DISSOLUTION

In the event that General Motors Corporation dissolves or otherwise ceases to conduct business and fails to make arrangements acceptable to the MDEQ for the continued implementation of the O&M Plan, all rights under this Agreement in the financial assurance mechanism shall immediately and automatically vest in the MDEQ.

XVI. SEVERABILITY

The provisions of this Agreement shall be severable, and if any provision is declared by a court of competent jurisdiction to be inconsistent with federal or state law and, therefore, unenforceable, the remaining provisions of this Agreement shall remain in full force and effect; except that such severance shall not be allowed if the severance of such provision causes the Agreement to fail in its essential purposes.

XVII. UNILATERAL WAIVER OF TERMS AND CONDITIONS


Unilateral waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time, shall not in any way affect, limit or waive such party's rights thereafter to enforce and compel strict compliance with every other term and condition of this Agreement.

XVIII. SEPARATE DOCUMENTS

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


XIX. EFFECTIVE DATE

This Agreement shall become effective on the date it is fully executed by all parties to this Agreement.



, Chief
Environmental Response Division
Michigan Department of Environmental Quality

Dated: 6/16/99



Director, General Motors Corporation

Dated: 4/30/99

Attachment A

Legal Description of Property

DESCRIPTION OF PROPERTY - PARCEL NO. 1

A part of the SE 1/4 of the NE 1/4 of Section 17, T7N, R6E, Flint Township, Genesee County, Michigan, described as: Commencing at the E 1/4 corner of Section 17; thence N89°48'15"W 400.00 feet along the E-W 1/4 line for a POINT OF BEGINNING; thence continuing N89°48'15"W 936.34 feet along the 1/4 line to the 1/8 line; thence N00°17'45"E 1329.80 feet along the 1/8 line; thence S89°27'45"E 929.50 feet; thence South 1324.26 feet to the E-W 1/4 line and to the POINT OF BEGINNING. Containing 1,237,998 square feet or 28.4205 acres, more or less.

Subject to and together with, the following 108.00 foot wide easement for ingress-egress described as: Commencing at the E 1/4 corner of Section 17; thence North 676.83 feet along the east line of Section 17 and centerline of Linden Road; thence West 50.00 feet to the west right-of-way of Linden Road and for a POINT OF BEGINNING; thence South 54.00 feet along the west right-of-way of Linden Road; thence West 350.00 feet; thence North 108.00 feet; thence East 350.00 feet to the west right-of-way of Linden Road; thence South 54.00 feet along the west right-of-way of Linden Road and to the POINT OF BEGINNING. Containing a total of 37,799 square feet or 0.8678 acres, more or less.

Also, Subject to the 50.00 foot wide right-of-way for Linden Road as recorded in Liber 1751, Pages 67-70, Genesee County Records.

Subject to restrictions, reservations, and easements, if any.

Attachment B

Operation & Maintenance Plan

**OPERATION AND MAINTENANCE PLAN
LINDEN ROAD SITE
FLINT TOWNSHIP, MICHIGAN**

Prepared For:

**GENERAL MOTORS CORPORATION
Environmental and Energy Staff
Remediation Group**

Prepared By:

**ROY F. WESTON, INC.
Suite 400, 3 Hawthorn Parkway
Vernon Hills, IL 60061-1450**

April 1999

Work Order No. 01138-079-002

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
1	INTRODUCTION	1-1
1.1	Objective and Scope	1-1
1.2	Site Location and Description	1-1
1.3	Remedial Action	1-2
1.4	Elements of the O&M Plan	1-3
1.5	Roles and Responsibilities	1-3
1.6	Health and Safety	1-4
2	OPERATION AND MAINTENANCE ACTIVITIES	2-1
2.1	Soil Cover System O&M	2-1
2.1.1	Soil Cover System O&M Inspection Requirements	2-1
2.2	Stormwater Management System O&M	2-2
2.2.1	Erosion Control Protection Plan	2-3
2.2.2	Stormwater Control O&M Inspection Requirements	2-3
2.3	General Site Maintenance	2-5
2.3.1	Security Fence O&M Inspection Requirements	2-5
2.3.2	Access Road and Parking Area O&M Inspection Requirements	2-5
2.4	Groundwater Monitoring	2-6
2.4.1	Baseline Groundwater Monitoring	2-7
2.4.1	Routine Groundwater Monitoring	2-7
3	DOCUMENTATION	3-1
3.1	Periodic Inspection Report	3-1
3.2	Project Photographs	3-2
3.3	Record Drawings	3-2
3.4	Storage and Disposition of Records	3-2
4	O&M INSPECTION SCHEDULE	4-1

LIST OF FIGURES

<u>Figure</u>	<u>Title</u>	<u>Page</u>
3-1	Operation and Maintenance Periodic Inspection Report	3-3

LIST OF TABLES

<u>Table</u>		
4-1	Operation and Maintenance Schedule	4-2

SECTION 1

INTRODUCTION

1.1 OBJECTIVE AND SCOPE

The objective of this Operation and Maintenance (O&M) Plan is to describe the inspection and maintenance activities required to maintain the effectiveness of the Linden Road site soil cover system and its associated management systems for the duration of the post-closure operation period. The O&M Plan is intended to be used in conjunction with the Soil Cover Construction Plans and Specifications, which describes the construction activities related to this remedial action. O&M activities will be conducted by General Motors Corporation (GMC) or a designated representative under the direct supervision of GM. The records compiled through implementation of this O&M Plan will provide the Michigan Department of Environmental Quality (MDEQ) with sufficient documentation verifying the remedial action is functioning as designed and constructed, and will be an indicator as to the effectiveness of the remedial action.

This O&M Plan has been prepared in accordance with the Remedial Action Plan (RAP) and the remedial action design. The remedial action construction specifications provide material types for use in conducting maintenance and restoration activities and are incorporated into this document by reference. Following completion of construction and preparation of record documents, this plan will be finalized to reflect the actual materials and suppliers used, to include inspection/maintenance requirements.

1.2 SITE LOCATION AND DESCRIPTION

The site is a 40-acre parcel in Flint Township, Genesee County, Michigan, and is located in Section 17 of Township 7 North and Range 6 East. The site is approximately 1.5 miles west of the City of Flint. The site is bounded by Linden Road on the east. The northern boundary of the site is approximately 1/4 mile south of Calkins Road, and the southern boundary is approximately 1/2 mile north of West Court Street. The western boundary of the site is approximately 1/4 mile east of Dye Road.

Based on current knowledge, the site has had three periods of land use during this century as: a source of mined gravel, a landfill, and an unused property. It was first used as a source of mined sand and gravel. The extent of the gravel excavation is uncertain. WESTON's review of an aerial photograph of the site taken in 1941 did not indicate any evidence of large excavations or traces of a filled excavation. For an undetermined number of years preceding 1931, a rubbish incinerator reportedly occupied part of the site. The Chevrolet Division of General Motors (GM) purchased the 40-acre property from several owners in 1931. GM used the site as a general refuse landfill from 1931 until 1969. The refuse reportedly consisted of construction debris, plaster, buffing and grinding wheels, buffing and grinding refuse, metallic chips, and other process wastes. Landfill operations ceased in 1969, and GM constructed a security fence around the site in July 1980. Since landfill activities ceased in 1969, the Linden Road property has been enclosed by a fence and monitored but has not been used for any beneficial purpose. A more detailed account of the site history is presented in the Remedial Action Plan for the Linden Road Site (WESTON, 1996).

1.3 REMEDIAL ACTION

The remedial action for the site consists of excavation of waste materials which exceed the designated removal criteria from the 400-foot-deep frontage (measured from the centerline of Linden Road) of the property located along Linden Road, relocation of this material into the western portion of the site, and construction of a 2.5-foot soil cover system over the waste materials in the western portion of the site to limit the potential for human contact during subsequent use of the facility. The frontage area will be sold as a dedicated commercial-use property following waste removal activities. Once the western portion of the site is covered with the 2.5-foot cover layer, this area will be further developed as a recreational facility with open grassy areas to support soccer fields.

1.4 ELEMENTS OF THE O&M PLAN

This O&M Plan has been prepared as a tool for use by GM or its designated representative to ensure the safe and effective implementation of the remedial action. The plan generally consists of the following elements:

- Description of main remedial components to include the final cover system and the stormwater management systems.
- Description of remedial action objectives and restoration specifications.
- Frequency of inspection and monitoring tasks.
- Identification of potential problems and corrective actions to be implemented by GM.
- Description of safety precautions and recommendations.
- Description of record-keeping and documentation requirements.

1.5 ROLES AND RESPONSIBILITIES

Successful implementation of this O&M Plan will depend on a clear understanding of the roles and responsibilities of each member of the O&M team. The team is made of members responsible for implementing, operating, and overseeing the completion of the remedial action. The following list identifies the key personnel from each organization responsible for implementation of this remedial action:

- General Motors Project Manager
Name: Robert S. Metcalf
Title: Project Manager
Org: General Motors Corporation
Phone: (810) 236-0300
Address: 902 East Hamilton Avenue
Mail Code: 485-185-020
Flint, Michigan 48550-8502

- MDEQ Project Manager
 - Name: James E. Innes
 - Title: Project Manager
 - Org: Michigan Department of Environmental Quality
 - Phone: (517) 625-4693
 - Address: Shiawassee District Office
10650 S. Bennet Drive
Morrice, Michigan 48857-9782

Key personnel may change from time to time during the operation of this system. It is imperative that the site inspection personnel maintain an updated contact list in the event an emergency or other situation occurs that requires prompt action by one or more of the respective parties. The contact list should be reviewed and updated a minimum of once each quarter.

1.6 HEALTH AND SAFETY

Inspection and maintenance activities shall be conducted in accordance with a site-specific health and safety plan (HASP) to be prepared by the O&M contractor. The HASP shall be prepared in accordance with all State and federal regulations, including Occupational Health and Safety Administration (OSHA) construction safety standards and 29 Code of Federal Regulations (CFR) 1910 and 1926. The HASP shall include a task-by-task risk analysis using the available site data and incorporating each potential task to be conducted during site inspection and maintenance activities.

SECTION 2 OPERATION AND MAINTENANCE ACTIVITIES

2.1 SOIL COVER SYSTEM O&M

The 2.5-foot final soil cover for the site consists of a 2-foot protective soil cover layer, and a 0.5-foot topsoil layer. The cover system has been designed in accordance with the Remedial Action Plan (RAP) prepared for the site. The objective of this inspection activity is to maintain the quality of the cover system to ensure the performance objectives dictated in the RAP are being met. The specific soil types and installation/restoration requirements are detailed in the construction specifications. Repair or reconstruction work will be completed in accordance with the construction specifications.

The final cover is intended to reduce the potential for human contact with the waste materials contained on the site. The final cover plan was prepared to allow the surface to shed water to the perimeter stormwater management system, minimize the need for additional off-site fill, and to minimize the potential for erosion damage. The 0.5-foot topsoil layer is provided as a highly organic layer that can support vigorous plant growth, which in turn will minimize erosion damage from precipitation events, and maximize evaporation and transpiration. During the inspection process, GM or its designated representative shall document the quality of the cover system and areas where the performance objectives are not being maintained.

2.1.1 Soil Cover System O&M Inspection Requirements

During the inspection process, GM will evaluate the quality of the vegetative cover across the site.

A satisfactory area of vegetation shall be defined as an area of 10,000 square feet that has:

- No bare spots larger than 3 square feet.
- Not more than 10 percent of area with bare spots larger than 1 square foot.

Areas that show signs of erosion or sparse vegetation will be repaired within 60 days. The surface will be graded and/or filled to match the surrounding grade with topsoil material, as specified in the construction specifications. The area will be reseeded and mulched in accordance with the specifications. In areas prone to excessive pedestrian traffic, wood chips or gravel may be used to create walking paths in lieu of vegetative restoration.

The cover system will be inspected for areas of significant erosion or cracking in the cover system. Significant erosion or cracking is defined as a crack or gully 6 inches deep or loss of vegetation and multiple gullies/cracks 3 inches deep. Each layer of the final cover will be repaired in accordance with the initial construction specifications within 60 days. If significant erosion is discovered, the area will be overexcavated and material will be placed and recompact to restore the damaged section. The cover soil and the topsoil shall be replaced immediately following completion of the soil cover system to minimize damage.

GM or its designated representative will inspect the final cover for signs of settlement or subsidence. Areas showing signs of potential ponding or continued settlement will be backfilled with protective cover soil and topsoil and will be seeded/mulched in accordance with the construction specifications. The final cover vegetated areas will be mowed at a minimum twice per year.

Damaged areas of the final cover will be documented to include method and scope of the repairs conducted. The locations and suppliers of materials will be included in the documentation.

2.2 STORMWATER MANAGEMENT SYSTEM O&M

The stormwater management system is intended to control runoff generated from precipitation events over the operating life of the site. The system consists of drainage channels directing runoff via culverts or other structures into the detention basin on the south side of the site with final discharge to the Genessee County Drain Commission Stormwater System.

2.2.1 Erosion Control Protection Plan

During the first year after construction and prior to full establishment of vegetation, erosion potential for both the soil cover system and drainage channels will be the greatest. The plan for erosion protection includes cover erosion control and repairs, and channel control and repair. Immediately following construction of the channels and detention areas, the remedial contractor will be responsible for constructing straw bale erosion barriers at locations shown on the plans. These barriers will be positioned along the drainage path to slow the flow of runoff and to limit scouring forces. The length of the vegetated channels will be lined with mulch or straw matting to aid in slowing runoff velocities. The central drainage channel through the gravel parking area and each culvert entrance and exit point will be constructed using rip rap. Rip rap will prevent point source erosion due to channel restrictions and increased velocities, and it will limit maintenance.

Temporary sedimentation areas will be constructed at the outlets of each drainage channel as the channel enters the detention area. These areas will include multiple rows of straw bale barriers and silt fence constructed in a semicircle shape. This shape will allow any residual suspended solids to fall out of suspension prior to discharge to the stormwater system.

The balance of the site which does not drain into a channel, will drain by sheet flow off the surface into the detention area. The specifications require the surface to be mulched following final seeding. The silt fence will also be installed to allow suspended materials to settle out in front of the fencing prior to entering the detention areas.

2.2.2 Stormwater Control O&M Inspection Requirements

GM or its designated representative shall inspect each component of the stormwater control system during the inspection period. The drainage channels will be inspected for excessive erosion damage or lack of suitable vegetation. Erosion gullies will be backfilled, seeded, and mulched. During the first year following construction, additional straw bale barriers may be required to protect the repaired area until vegetation is reestablished. The presence of cattails or other pond-

type vegetation is an indication that appropriate drainage through that portion of channel is not occurring. Regrading and backfilling may be required to correct the slope or erosion along the channel lengths. Materials used for backfilling and restoration will be in accordance with the construction specifications for that element of work. GM will evaluate areas of continual erosion damage and will determine the need for permanent riprap structures in these areas. Catch basins and culverts will be inspected for debris and sediment build up. Sediment in catch basin sumps will be removed to restore the sump volume to full capacity. Sticks and debris will be removed from culverts as necessary to restore flow capacity. Each culvert will be inspected for damage or erosion at the end sections. Riprap will be replaced as necessary, and any debris will be removed to maintain a free-flowing condition.

Straw bale barriers along each channel length will be inspected during the first year following completion of construction for serviceability and efficiency. Straw bale barriers will be maintained for a minimum of one year or until a full vegetative layer is established. Any bales that are no longer intact or secured to the subgrade will be replaced. GM will document the volume of sediment buildup in front of each bale and will remove sediment when the volume exceeds one third of the bale's height. The site inspector will observe the water flow direction and will verify the flow is not passing around the ends of the straw bale structure. If runoff is passing around barrier, straw bales will be replaced or repositioned, or additional bales will be added to contain runoff and force the flow to pass through the bales.

Silt fence structures will be inspected during the first year following completion of construction for serviceability and efficiency. Silt fence structures will be maintained for a minimum of one year or until a full vegetative layer is established. The site inspector will inspect the silt fence post and will reinstall posts that are no longer secure or vertical. The fence fabric will be inspected for rips or sagging. Damaged fabric will be repaired or replaced with new fabric in accordance with the specifications. The fence fabric will be securely positioned in an anchor trench that runs the complete length of the fence structure. GM will document the depth of the sediment and will remove the sediment when the depth exceeds one third of the total fence height.

2.3 GENERAL SITE MAINTENANCE

2.3.1 Security Fence O&M Inspection Requirements

Chain-link fencing is provided around the perimeter of the site to further limit potential public contact with waste materials under the final cover. In addition, the fencing provides protection of the soil cover system as a whole. Post and cable fencing has been provided along all gravel access roads and parking areas. This fencing will keep vehicle traffic on established roadway surfaces limiting the potential for damage to the vegetative cover. Excessive vehicle or recreational use without the appropriate maintenance can contribute to erosion or limited vegetation.

GM or its designated representative shall inspect the fence for serviceability and for signs of tampering. The chain-link fence fabric shall be securely attached to each post and end rail. The end posts shall be solidly installed in concrete pads with the necessary support posts and top rails detailed in the specifications. Any damaged or missing material shall be replaced with new material meeting the requirements of the specification. Any signage located along the fence limit or attached to the fence fabric will be inspected. Any damaged or unreadable signs will be replaced.

2.3.2 Access Road and Parking Area O&M Inspection Requirements

A gravel access road and parking area has been constructed in the central portion of the site. During the post closure period, this road will serve as the primary access to the recreational site. During construction, the road will provide a means to control tracking of mud and debris from the site out onto Linden Road.

GM or its designated representative will inspect and maintain the access road to allow access to the site to conduct inspection and maintenance operations as well as to provide safe travel for park visitors. The road shall be graded to drain, while allowing runoff from the upper areas of the cover system to pass over without ponding along the roadway edges. If excessive ponding or rutting of the road occurs, additional gravel may be required to bring the area up to grade. Geotextile fabric

shall be replaced if subgrade soil is observed pumping up through the gravel surface course. Gravel materials shall be placed and compacted as necessary to provide a stable and wear-resistant surface. All materials shall be in accordance with the construction specifications.

2.4 GROUNDWATER MONITORING

GM will conduct post-construction groundwater monitoring to assess the effectiveness of the soil cover system and to confirm results of previous groundwater sampling at the site. The groundwater monitoring program has the following objectives:

- Establish a baseline for site groundwater quality immediately after the placement of the soil cover system.
- Monitor the quality of groundwater in the shallow water-bearing zone annually for five years after completion of the Phase 2 construction activities.

The necessity for continuing the groundwater monitoring program will be evaluated at the end of five years. During this five-year period, specific adjustment to the program may be necessitated by the following issues:

- Analyte list—do analytes need to be added or deleted?
- Sampling frequency—is annual sampling adequate or excessive?
- Monitoring well network—is the monitoring well network adequate? Does any well need to be replaced? Should additional wells be installed? Can some of the monitoring well be deleted from the sampling program?
- Sampling program—do the analytical data indicate the changes in groundwater quality? Should the monitoring program continue?

Any modifications to the monitoring program will be implemented after consultations with the MDEQ.

Each monitoring well will be inspected on an annual basis concurrent with sampling activities. GM will repair or replace wells that are damaged or are no longer suitable for long-term sampling in accordance with the O&M Plan. If groundwater contaminant levels increase, GM will evaluate the need for additional monitoring locations to better define the scope and magnitude of the increase or change.

2.4.1 Baseline Groundwater Monitoring

The baseline groundwater monitoring will be conducted immediately after the placement of the soil cover system. A network of 9 shallow groundwater monitoring wells including four new monitoring wells proposed for construction along the new eastern boundary of the site will be monitored. All the monitoring wells will be used for the baseline groundwater monitoring. For the baseline monitoring, the groundwater samples will be analyzed for Target Compound List (TCL) organics and Target Analyte List (TAL) inorganics.

2.4.2 Routine Groundwater Monitoring

The routine groundwater monitoring will be conducted annually for five years after Phase 2 construction, and then the need for further groundwater monitoring will be evaluated. The objective of the routine groundwater monitoring is to monitor any changes to the overall groundwater quality over time.

GM or its representative will forward to MDEQ a copy of the groundwater monitoring results within one month of receiving complete analytical results from the laboratory following every sampling event. Any significant change to groundwater quality will be noted in these submittals.

GM proposes to perform the groundwater monitoring during the fourth quarter of each year consistent with such monitoring performed at other GM sites in the area. The monitoring report will be submitted to the MDEQ by the first week of March during the following year for every monitoring event.

SECTION 3 DOCUMENTATION

This section describes the record-keeping that will be used to document the O&M activities performed during the post-construction period. This documentation will be the ongoing record of effectiveness of the work completed. All documentation completed as part of this project will be presented as part of a post-closure certification report to be prepared at the completion of the O&M period. The following subsections describe the specific records that will be maintained.

3.1 PERIODIC INSPECTION REPORT

GM or an appointed representative will prepare a report that will serve as a chronological record of periodic maintenance and inspection activities. At a minimum, the report will contain:

- Date, project name, location, and other identification (as necessary).
- Weather conditions.
- Construction activities and incidents that occurred during working and nonworking hours.
- Descriptions of inspections and observations conducted by GM or its designated representative.
- Description and quantity of materials received, including vendor certification documents (if applicable).
- Description of restoration work completed and/or deficiencies identified with corrective actions taken.

In addition to the written narrative of construction, repair, and inspection activities, observation check sheets will be provided as an appendix to the inspection report.

Figure 3-1 shows the Periodic Inspection Report Form to be used by GM in documenting inspection and maintenance activities.

3.2 PROJECT PHOTOGRAPHS

The site inspector will take photographs of all work placed to augment periodic inspection reports and to assist in documenting work deficiencies before and after corrective actions are taken. All photographs taken by the site inspector must be recorded on a photograph documentation log that will include, at a minimum, the following information:

- A unique identifying number for cross referencing and document control.
- Date, time, location, and current weather conditions at the time the photograph was taken.
- Purpose of intent of the photograph.
- Signature of the photographer.

3.3 RECORD DRAWINGS

GM will maintain a complete set of design drawings, including formal modifications and field changes. The inspector will record any deviations from the plans and specifications and will document the reason for the deviation. The drawings should document any changes made to the completed work, to include actual lines and grades, survey data showing locations of restored work, locations of testing, and elevations of each particular component repaired. At the completion of the O&M period, the information will be used to update the record drawings for use in the post-closure certification report.

3.4 STORAGE AND DISPOSITION OF RECORDS

During post-closure activities, GM will be responsible for maintaining a complete set of plans, specifications, design drawings, analytical data, and inspection reports. These documents will be used to record all changes or modifications to the project as of completion of construction. GM shall transfer all changes to the record documents following each maintenance activity at the site. GM will retain the periodic inspection reports, including all analytical data and evaluations. The documents will be maintained at GM's Flint, Michigan office, in accordance with approved document control methods.

Figure 3-1

**Operation and Maintenance Periodic Inspection Report
Linden Road Site
Flint Township, Michigan**

Inspector _____
 Company _____
 Project _____
 Location _____
 Date/Time _____
 Project No. _____

Weather	Clear	P. Cloudy	Cloudy	Fog
Temperature	High	_____ F°	---	---
Wind	Calm	Medium	High	---
Precipitation (circle)	Rain	Light	Moderate	Heavy
	Snow	Light	Moderate	Heavy

Type of Inspection Routine Special

Persons/Equipment Present: _____

General Description of Site Conditions: _____

Specific Inspection Items	Potential Problem Areas	Status*	Notes
Perimeter Security Fencing	Missing barbed wire, torn fabric.		
Entrance Gate and Locking Mechanism	Lock broken/missing, mechanism inoperative.		
Monitoring Wells and Wellhead Covers	Signs of tampering, casing damaged, lock missing.		
Final Cover Vegetation	Bare spots, stressed vegetation, deep rooted vegetation.		
Final Cover Slope (explain below)	Gullies, cracking, subsidence, ponding.		
Evidence of Burrowing Animals	Damage to final cover, evidence of waste.		
Stormwater Drainage Channels	Gullies, erosion, debris, culvert blocked.		
Access Road	Ponding, rutting, erosion.		

* (1) Acceptable--No Maintenance Required. (2) Not Acceptable--Identify Required Maintenance.

Summary of Deficiencies and/or Corrective Actions: _____

Signature of Inspector _____

Date _____

SECTION 4
O&M INSPECTION SCHEDULE

The Linden Road site shall be maintained in a safe and operational condition at all times during the operational life of the remedial action. Damage to any portion of the control system shall be immediately repaired to maintain protection and to allow for proper functioning of the system. At a minimum, the soil cover system shall be inspected in accordance with the schedule in Table 4-1.

The contractor shall document all inspection and maintenance activities, including an evaluation of additional measures required to effectively control reoccurring issues with respect to the soil cover system, the stormwater management system, and other support structures.

Table 4-1

**Operation and Maintenance Schedule
Linden Road Site
Flint Township, Michigan**

Year	Operation and Maintenance Activity				
	Soil Cover Inspection/Maintenance (Frequency)	Access Control Inspection/Maintenance (Frequency)	Drainage System Maintenance (Frequency)	Groundwater Monitoring (Frequency)	Reporting (Frequency)
1	Quarterly	Quarterly	Quarterly	Annual ¹	Annual
2	Semi-annual	Semi-annual	Semi-annual	Annual	Annual
3	Semi-annual	Semi-annual	Semi-annual	Annual	Annual
4	Semi-annual	Semi-annual	Semi-annual	Annual	Annual
5	Annual	Annual	Annual	Annual	Annual
6, 8, 10... ¹	Bi-annual	Bi-annual	Bi-annual	N/A	Bi-annual

¹ Baseline groundwater monitoring will be conducted immediately following cap construction.

Attachment C

Financial Assurance Mechanism

Certificate of Deposit / Time Deposit Account

Designated Party: Remediation and Liability Management Company, Inc.

Site: Linden Road Landfill

ID# 250016

It is agreed between the State of Michigan, Department of Environmental Quality and Remediation and Liability Management Company (hereinafter the Designated Party) that Certificate of Deposit # 53129417 in the amount of \$172,842, issued by National Bank of Detroit, Uptown Office #0001, 3004 W. Grand Blvd., Detroit, MI 48202 on October 21, 1998 and May 12, 1999, in the name of Remediation and liability Management Company, Inc. and for the sole benefit of the Department Authorized Representative of the Michigan Department of Environmental Quality, (hereinafter called the Department Authorized Representative) is accepted as financial assurance for operation and maintenance, oversight and other costs necessary to assure containment measures for the above mentioned site, as an additional requirement for selecting a limited category remedial action of a hazardous substance as defined in Part 201 of Michigan Public Act 451.

A. The initial certificates will mature on October 21, 1999 and February 12, 2000. These certificates will be renewed automatically thereafter and a copy will be provided to the Department Authorized Representative. The Department Authorized Representative must be notified at least sixty (60) days prior to the maturity date of each certificate if the Designated Party fails to renew, extend, or replace the certificate in a manner approved by the Department Authorized Representative.

All interest accruing to the certificate shall be maintained as part of a renewed certificate or continuing account.

B. The Department Authorized Representative is the only person who may cash the certificate. The Department Authorized Representative may cash the certificate in the event that (1) the Department Authorized Representative of the Department of Environmental Quality provides written request to the Designated Party to reimburse the Department of Environmental Quality for securing and/or providing services to assure containment measures as provided in the RAP, (2) the designated party fails to renew, extend or replace this certificate in a manner approved by the Department Authorized Representative at least sixty (60) days prior to the maturity date of each certificate.

In the event that the certificate is cashed by the Department Authorized Representative prior to maturity, all accrued interest shall be paid to the Department Authorized Representative.

Should cashing of this certificate result in surplus funds these funds will be held by the State Treasurer to be invested at a rate of interest to be determined at his sole discretion. These funds will be used solely for purposes of assuring containment measures of a hazardous substance at the site identified herein.

C. The Department shall notify the Designated Party in writing prior to withdrawing funds from this account.

D. The amount of the financial assurance may be modified based on actual expenditures and estimates of future costs for which this financial assurance is intended. Upon modification, any excess funds in the certificate shall be released to the Designated Party.

E. The requirement for financial assurance may be terminated at the request of the Designated Party once the estimated future annual costs do not exceed \$2,500.00. The Designated Party shall notify the Department Authorized Representative in writing with the supporting documentation. Upon termination, all funds in the certificate shall be released to the Designated Party.

Michigan Department of Environmental Quality

By: *A. Howard*
Title: CHIEF ENV. RESPONSE DIVISION
Date: 6/16/98

Designated Party:

By: *Art G. Dzuley*
Title: Vice President
Date: 5/12/99



NBD Banks
Jumbo Certificate of Deposit/360 — Non-Negotiable/Non-Transferable

T

Account No. 51312194171102198110211919014510701456 \$ 116,049.00
 Maturity Date 211910211919014510701456
 Interest Rate 5.07
 Date: October 21, 1998
 Investment 97 Amount

CUSTOMER COPY

Interest Payment Method Add to Deposit Issue Interest Check Deposit to Checking Deposit to Savings Account Number

Interest Payment Frequency At Maturity (C, D or S) Monthly (C, D or S) Quarterly (C, D or S) Semi-Annually (C, D or S) Annually (C, D or S) 12

Name (Please Print) Remediation and Liability Management Company Inc for benefit of Dept. Authorized Rep. of the Michigan Dept. of Environmental Quality
 Sales Number 939333 Referral Number 9001911021198 Source of Funds Code 0 Management Approval *[Signature]*

See Reverse Side for Additional Disclosures



NBD Banks
Certificate of Deposit — Non-Negotiable/Non-Transferable

T

Account No. 021531294170512990212004654795 \$ 56,793.00
 Maturity Date 03060912182430364860
 Interest Rate 4.65
 Date: 5-12-99
 Investments 3 Mon. 6 Mon. 9 Mon. 1 Year 18 Mon. 2 Year 30 Mon. 3 Year 4 Year 5 Year Other IC

CUSTOMER COPY

Interest Payment Method Add to Deposit Issue Interest Check Deposit to Checking Deposit to Savings Account Number

Interest Payment Frequency At Maturity (C, D or S) Monthly (C, D or S) Quarterly (C, D or S) 03

Name (Please Print) Redemption & Liability Mgmt Co. Authorized Rep. of Dept. of Environmental Quality
 Sales Number 04784 Referral Number 0001051299 Source of Funds Code CHECK "0" Management Approval *[Signature]*

See Reverse Side for Additional Disclosures

Attachment D

Declaration of Restrictive Covenant

DECLARATION OF RESTRICTIVE COVENANT

MDEQ Reference No.: RC-ERD-98-015

This Restrictive Covenant has been recorded with the Genesee County Register of Deeds for the purpose of protecting public health, safety and welfare and the environment.

General Motors Corporation has received notice of approval from the Michigan Department of Environmental Quality (MDEQ) dated _____, for a Remedial Action Plan (RAP) that includes land use-based cleanup criteria developed pursuant to Section 20120a(1)(h) of Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, MCL 324.20101 et seq., for the environmental remediation associated with the property located in Flint Township, County of Genesee, (Property) more particularly described as:

See Attachment A for legal description of Property

See Attachment B for a survey of Parcel No. 1 (property subject to land-use restrictions)

Property Tax ID Number of Property: 07-17-200-028

As used herein, the term "Owner" shall mean at any given time the then current title holder of the Property.

NOW THEREFORE General Motors Corporation, pursuant to Section 20120b(4) of NREPA and the Limited Land Use-Based Remedy Agreement entered by and between General Motors Corporation and the MDEQ (LANDUSE-ERD-98-011) hereby imposes restrictions on the Property and covenants and agrees that:

1. The Owner shall restrict the uses of the Property (Attachment B) to those uses compatible with the Recreational land uses, as identified in the RAP, or other use that is consistent with the assumptions and basis for the cleanup as established pursuant to the RAP.

2. The Owner shall restrict activities at the Property that may interfere with a remedial action, operation and maintenance, monitoring, or other measures necessary to assure the effectiveness and integrity of the remedial action.

3. The Owner shall restrict activities at the Property that may result in exposures above levels established in the RAP. These activities are specified in Attachment C.

4. The Owner shall provide notice to the MDEQ of the Owner's intent to convey any interest in the Property 14 days prior to consummating the conveyance. A conveyance of title, an easement, or other interest in the Property shall not be consummated by the Property owner without adequate and complete provision for compliance with the terms and conditions of this Covenant.

5. The Owner shall grant to the MDEQ and its designated representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the RAP, including the right to take samples, inspect the operation of the remedial action measures and inspect records.

6. The owner shall install a permanent marker that has been approved by the MDEQ near the entry to the Property which describes the restricted area and the nature of the prohibitions specified in the

provisions of number 2 above and include the liber and page number of this Restrictive Covenant as recorded in the Genesee County Register of Deeds.

The owner also acknowledges that surface and subsurface soils found on the Property must be managed in accordance with the requirements of Section 20120c of NREPA and other applicable state and federal laws.

The state may enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of appropriate jurisdiction.

The restrictions shall run with the Property and shall be binding upon all future owners, successors, lessees or assigns and their authorized agents, employees, or persons acting under their direction and control, and shall continue until the MDEQ or its successor approves modifications or rescission of this Restrictive Covenant. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, assigns and transferees by the person transferring the interest.

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

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

IN WITNESS WHEREOF, the said Owner of the above described Property has caused this Restrictive Covenant to be executed on this 30 day of APRIL, 1999

William J. McFarland

Signed in the presence of:

C. Fries

Witness
C. Fries

JWRindlage

Witness

STATE OF MICHIGAN

COUNTY OF

The foregoing instrument was acknowledged before me this 30th by April of 1999, a corporation, on behalf of the corporation.

Alice Louise Parker

Notary Public

Wayne County, *Michigan*

My Commission Expires: MAY 9, 2000

Prepared by:

**ALICE LOUISE PARKER
NOTARY PUBLIC - WAYNE COUNTY, MI
MY COMMISSION EXPIRES 05/09/00**

ATTACHMENT A

Legal Description of Property

DESCRIPTION OF PROPERTY - (FROM RECORD)

The SE 1/4 of the NE 1/4 of Section 17, T7N, R6E, Flint Township, Genesee County, Michigan, described as: BEGINNING at the E 1/4 corner of Section 17; thence N89°48'15"W 1336.34 feet along the E-W 1/4 line to the 1/8 line; thence N00°17'45"E 1329.80 feet along the 1/8 line; thence S89°27'45"E 1329.52 feet along the 1/8 line to the east line of Section 17 and Linden Road; thence South 1321.88 feet along the east line of Section 17 and to the POINT OF BEGINNING. Containing 1,767,223 square feet or 40.5699 acres, more or less.

Subject to restrictions, reservations, and easements, if any.

ATTACHMENT B

Legal Description of Property Where Restrictions Apply

DESCRIPTION OF PROPERTY - PARCEL NO. 1

A part of the SE 1/4 of the NE 1/4 of Section 17, T7N, R6E, Flint Township, Genesee County, Michigan, described as: Commencing at the E 1/4 corner of Section 17; thence N89°48'15"W 400.00 feet along the E-W 1/4 line for a POINT OF BEGINNING; thence continuing N89°48'15"W 936.34 feet along the 1/4 line to the 1/8 line; thence N00°17'45"E 1329.80 feet along the 1/8 line; thence S89°27'45"E 929.50 feet; thence South 1324.26 feet to the E-W 1/4 line and to the POINT OF BEGINNING. Containing 1,237,998 square feet or 28.4205 acres, more or less.

Subject to and together with, the following 108.00 foot wide easement for ingress-egress described as: Commencing at the E 1/4 corner of Section 17; thence North 676.83 feet along the east line of Section 17 and centerline of Linden Road; thence West 50.00 feet to the west right-of-way of Linden Road and for a POINT OF BEGINNING; thence South 54.00 feet along the west right-of-way of Linden Road; thence West 350.00 feet; thence North 108.00 feet; thence East 350.00 feet to the west right-of-way of Linden Road; thence South 54.00 feet along the west right-of-way of Linden Road and to the POINT OF BEGINNING. Containing a total of 37,799 square feet or 0.8678 acres, more or less.

Also, Subject to the 50.00 foot wide right-of-way for Linden Road as recorded in Liber 1751, Pages 67-70, Genesee County Records.

Subject to restrictions, reservations, and easements, if any.

ATTACHMENT C

Land/Resource Restrictions

1. Land use for the portion of the property defined as a Facility pursuant to Part 201 (delineated in Attachment B) shall be restricted to recreational uses, as described in the RAP.
2. Excavation or other soil disturbance activities which would significantly reduce the integrity of the soil cover by excavation deeper than 2 feet, are prohibited unless done by properly trained workers who employ appropriate health and safety equipment and precautions are utilized and the cover is repaired in a manner consistent with the performance standards required pursuant to the Michigan Department of Environmental Quality (MDEQ) approved RAP, or by an alternative method approved in writing by the MDEQ.
3. Any contaminated soils generated by excavation shall be properly managed in a timely manner. Management shall include placing such soils below the soil cover described in the MDEQ approved RAP or disposed of at an off-site location consistent with all state and federal laws and rules. Soils removed from areas below the soil cover must also be managed in accordance with the requirements of Section 20120c of NREPA and other applicable state and federal laws.
4. Contaminated groundwater in the water bearing zones beneath the Facility shall not be extracted and used for any purpose, except for monitoring wells identified as part of the long term monitoring plan for the Facility, or as otherwise approved by the MDEQ.
5. A methane gas survey shall be conducted prior to the construction of any structure at the Facility which is to be located below the base of the soil cover. The results of the survey shall address the need for any special engineering controls to preclude the build-up of potentially explosive levels of methane gas within the structure.
6. Prior to construction of any structure at the Facility that will disturb the soil cover, an evaluation must be completed to insure that the structure to be built will be constructed in such a way that the new building will satisfy the indoor air inhalation criteria of Part 201 of the NREPA and the performance standards of the approved RAP. Specifically, any new construction may need to contain engineering controls which minimize the intrusion of vapors from hazardous substances located under the area of concern. Such engineering controls might include vapor barrier characteristics of the floor and the air exchange rate of the heating, ventilation and air conditioning system with respect to minimizing vapor infiltration into the interior of any newly constructed building.