

Paula Johnson
INGHAM COUNTY
REGISTER OF DEEDS

RECORDED

L-3055 P-805

111 26.00

2003-072280



2003-072280

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RESTRICTIVE COVENANT

The below listed owner/operator has implemented a corrective action plan requiring institutional controls in the form of a restrictive covenant. The corrective action plan was developed as a result of a release from a Leaking Underground Storage Tank(s) (LUST) and was prepared pursuant to the provisions in Section 21310a(2) of Part 213. Regulated substances were discovered during the investigation and/or removal of Underground Storage Tanks (USTs). The corrective action plan cited above will be maintained on file at the STD District Office located at

10650 Bennett Drive, Morrice, MI 48857-9792 (Shiawassee District Office)

This restrictive covenant is filed with the County Register of Deeds and covers the land identified in the following as the GM Lansing Plant #2 Building 225 Tank Farm Area, and more fully described in Attachment A, attached. The restrictive covenant defines the areas addressed by the corrective action plan and the scope of any land use or resources limitations. The survey defining the areas addressed by the corrective action plan is attached. Land and resource use limitations include the following:

1. Activities and/or uses which are likely to involve the removal and/or disturbance of the existing pavement within the area addressed by this Restrictive Covenant and/or the disturbance of the impacted soils located beneath the pavement without prior development of a Soil Management Plan^a and Health and Safety Plan^b. Promptly following the completion of invasive activities, the pavement must be repaired or replaced with comparable pavement to prevent access and/or exposure to the underlying soil.
2. Periodic maintenance of existing pavement and low permeability surfaces to prevent infiltration of precipitation and release of volatile organic compounds to ambient air from underlying soils;
3. Construction of buildings within the area addressed by this Restrictive Covenant without the installation of a passive venting system and vapor barrier and/or the performance of indoor air monitoring which adequately demonstrates that volatile organic compounds are not migrating into the building unless the completion of a Tier 2 exposure assessment in accordance with United States Environmental Protection Agency (USEPA) and Michigan Department of Environmental Quality guidelines identifies acceptable risk or impacted soils are removed from the site prior to building construction;
4. Installation of private water supply wells, including but not limited to drinking water and industrial supply wells, within the area addressed by this Restrictive Covenant;
5. Residential development, unless site soils are remediated to levels protective of potential residential exposures, as defined by the Michigan Department of Environmental Quality; and,
6. Soil removal and disturbance activities that would involve relocation of existing soils located at depths greater than 7.5 feet below ground surface to a new location with depths less than 7.5 feet without installation of an engineered vapor barrier.

4 Amy Hoeskeme

^a **Soil Management Plan:** The soil management plan should be prepared by a Qualified Consultant or Certified Professional and must describe soil excavation, handling, storage, transport, and disposal procedures. Additionally, the soil management plan must include a description of the engineering controls and air monitoring procedures necessary at the site to ensure that receptors in the vicinity of the site are not impacted by fugitive dust, particulates, or exposures to impacted soils via dermal contact, ingestion, and inhalation.

^b **Health and Safety Plan:** The Health and Safety Plan must be prepared by a Certified Industrial Hygienist or other qualified professional familiar with worker health and safety procedures and requirements. The level of personal protection and engineering controls, dust mitigation procedures, and perimeter monitoring necessary to prevent worker and off-site receptor exposures to dusts generated during excavation or soil disturbance activities must be specified. The Health and Safety Plan must also detail the type of personal protective clothing, respiratory protection, environmental monitoring, and/or equipment necessary to minimize potential exposures to constituents in soil via direct dermal contact, ingestion, and inhalation.

The restrictive covenant is being filed by the below listed legal titleholder:

Owner/Operator implementing the corrective action plan: General Motors Corporation

Release Date(s): May 17, 1985

County where deed is registered: Ingham

Common description of land, township/city, County: 2801 West Saginaw Street, City of Lansing, Lansing Township, Ingham County, Michigan. The subject property is a portion of tax parcel 3321-01-18-227-001.

Now Therefore (Legal Titleholder Name and Address) General Motors Corporation, 920 Townsend Street Lansing, Michigan 48921

(hereinafter referred to as the "titleholder"), hereby imposes restriction on the property and covenants and agrees that:

1. The Titleholder shall restrict activities on the property that may interfere with corrective action, operation and maintenance, monitoring, or other measures necessary to assure the effectiveness and integrity of the corrective action.
2. The Titleholder shall restrict activities that may result in exposure to regulated substances above levels established in the corrective action plan.
3. The Titleholder shall prevent a conveyance of title, an easement, or any other interest in the property from being consummated without adequate and complete provision for compliance with the corrective action plan and prevention of exposure to regulated substances described in item 2 above.
4. The Titleholder shall grant to the Department of Environmental Quality (Department) and its designated representatives the right to enter the property at reasonable times for the purpose of determining and monitoring compliance with the corrective action plan, including but not limited to the right to take samples, inspect the operation of the corrective action measures, and inspect records.
5. Soil shall not be removed from the property described herein, unless it is characterized to determine if it can be relocated without posing a threat to the public health, safety, welfare or environment in the new location.
6. The state may enforce the restrictions set forth in the covenant by legal action in a court of appropriate jurisdiction.

The restrictions and other requirements described in this Restrictive Covenant shall run with the land and be binding to the titleholder's successors, assigns, and lessees or their authorized agents, employees or persons acting under their direction or control. The restrictions shall apply until the Department determines that regulated substances no longer present an unacceptable risk to the public health, safety or welfare or to the environment. A copy of this Restrictive Covenant shall be provided to all heirs, successors, assigns, and transferees.



This Restrictive Covenant shall not be amended, modified or terminated except by a written instrument executed by and between the Titleholder at the time of the proposed amendment, modification, or termination, and the Department. Within five (5) days of executing an amendment, modification or termination of the Restrictive Covenant, the Titleholder shall record such amendment, modification or termination with the County Register of Deeds, previously named, and within five (5) days thereafter, the Titleholder shall provide a true copy of the recorded amendment, modification or termination to the Department.

If any provision of this Restrictive Covenant is also the subject of any laws or regulations established by any federal, state or local government, the stricter of the two standards shall prevail.

The undersigned person, if executing this Restrictive Covenant on behalf of the Titleholder, represents and certifies that they are duly authorized and have been fully empowered to execute and deliver this Restrictive Covenant.

I hereby attest to the accuracy of the statements in this document and all attachments. I further certify that the language on this form has not been modified in any way.

[Signature]
Legal Titleholder or Authorized Representative's Signature
JOHN K. BLANCHARD
DIRECTOR
WORLDWIDE REAL ESTATE
Print Legal Titleholder or Authorized Representative's Name

July 28 2003
Date
RECOMMENDED
WORLDWIDE REAL ESTATE
[Signature]

IN WITNESS WHEREOF, the said Titleholder of the above described property has caused the Restrictive Covenant to be executed on the 28 day of July, 2003
(month) (year)

Signed in the presence of:
[Signature]
Witness
Kathleen M. Manga
Print Witness' Name*

[Signature]
Witness
David G. Spencer
Print Witness' Name*

* The notary shall not also serve as a witness.

The foregoing instrument was acknowledged before me this 28th day of July, 2003.
(month) (year)
by John K. Blanchard, Director Worldwide Real Estate
[Signature], Notary Public

Wayne County, Michigan
(Insert County) (Insert State)

My Commission Expires: 12/17/2006

SHARON E. BOON
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Dec 17, 2006

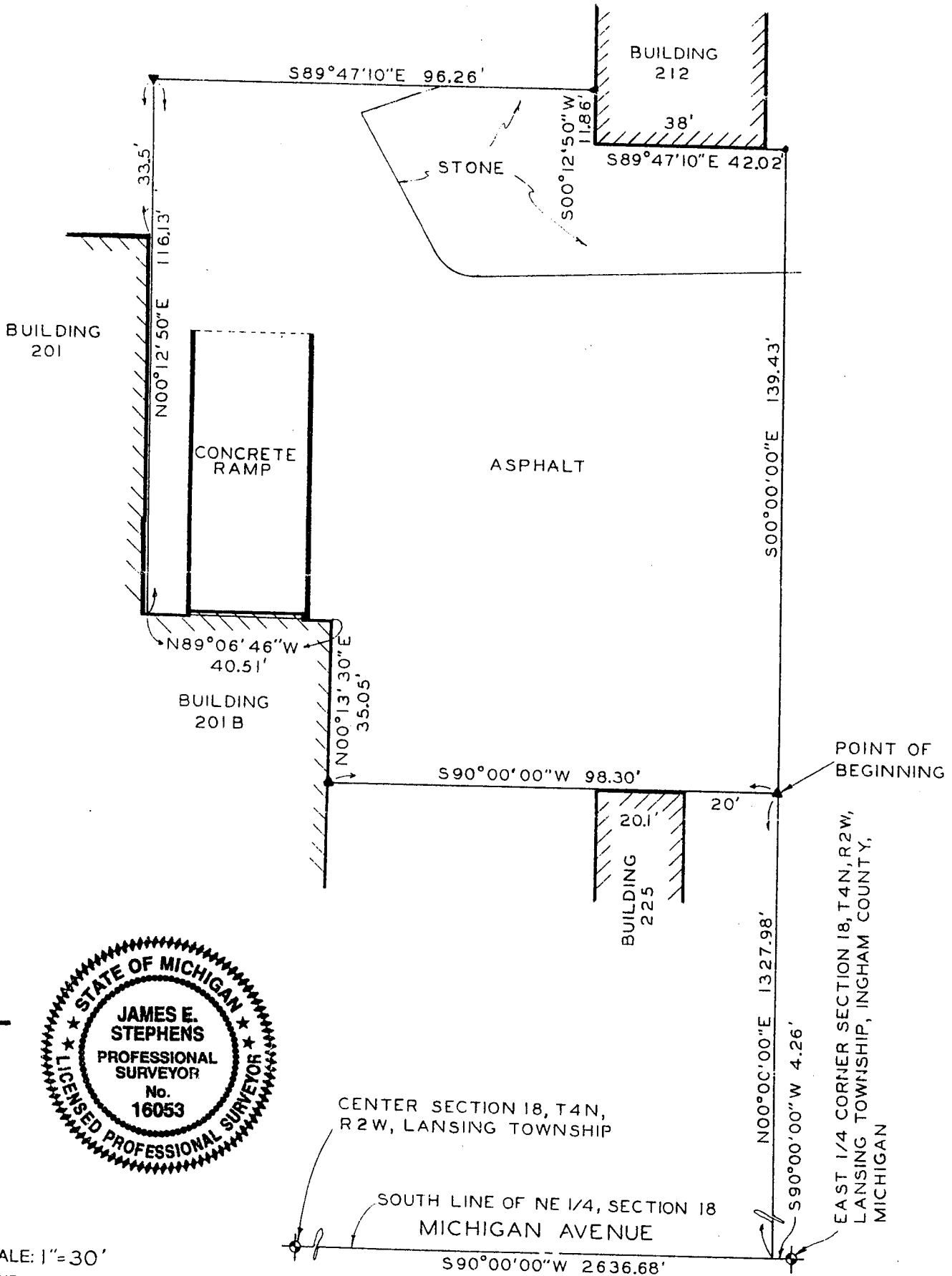
Drafted by:
Blasland Buckle + Lee Inc.
Company Name
Amy L. Hoeksema
Print Name of Drafter
455 E. Eisenhower Pkwy Ann Arbor MI
Company Address

CERTIFICATE OF SURVEY

FOR General Motors Corporation
920 Townsend
Lansing, Michigan 48921

SURVEY OF PROPERTY LEGALLY DESCRIBED AS:

That part of the Northeast 1/4 of Section 18, T4N, R2W, Lansing Township, Ingham County, Michigan, commencing at the East 1/4 corner of Section 18; thence running along the South line of said Northeast 1/4 S90°00'00"W 4.26 feet; thence N00°00'00"E 1327.98 feet to the point of beginning; thence S90°00'00"W 98.30 feet; thence N00°13'30"E 35.05 feet; thence N89°06'46"W 40.51 feet; thence N00°12'50"E 116.13 feet; thence S89°47'10"E 96.26 feet; thence S00°12'50"W 11.86 feet; thence S89°47'10"E 42.02 feet; thence S00°00'00"E 139.43 feet to the point of beginning.



SCALE: 1" = 30'

THE UNDERSIGNED LICENSED PROFESSIONAL LAND SURVEYOR HEREBY CERTIFIES THAT A SURVEY WAS MADE UNDER HIS SUPERVISION OF THE PROPERTY SHOWN ON ANNEXED PLAT, AND THAT THE SKETCH INDICATES THE DIMENSIONS AND ENCROACHMENTS OF SAID PROPERTY.

LEGEND

- - IRON STAKE ▲ - CONCRETE NAIL
- O - MONUMENT
- X - X FENCE LINE
- Q - CENTER LINE
- R - RADIUS
- D - DEEDED DIMENSION
- M - MEASURED DIMENSION
- P - PLATTED

STEPHENS-KYES & ASSOCIATES, INC.

1401 EAST LANSING DRIVE, SUITE 112
EAST LANSING, MICHIGAN 48823 - PHONE (517) 351-2574

BY James E. Stephens

LICENSED PROFESSIONAL LAND SURVEYOR NO. 16053

DATE Oct. 2, 2000 DRAWING NO. L-20623