

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

In the Matter of:

Electrolux Home Products, Inc.  
100 East Main Street  
City of Belding  
Ionia County, Michigan

MDEQ Reference No.  
PCA-RRD-14-002

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POSTCLOSURE AGREEMENT FOR A LIMITED NON-RESIDENTIAL AND SITE-SPECIFIC  
REMEDIAL ACTION

This Agreement for a Limited Non-Residential and Site-Specific Remedial Action (Agreement) is entered into voluntarily by the Michigan Department of Environmental Quality (MDEQ), Remediation and Redevelopment Division (RRD), and Electrolux Home Products, Inc. (Electrolux) to specify the agreed upon activities required to be undertaken to maintain the effectiveness and integrity of the remedial action at the Former White Consolidated Industries Belding Site Facility, MDEQ Part 201 Facility ID# 34000083. By execution of this Agreement, the MDEQ and Electrolux agree to be bound by all of its terms.

**BACKGROUND**

A No Further Action (NFA) Report submitted to the MDEQ for approval pursuant to Section 20114d(3)(c) of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, (NREPA), must include a Postclosure Plan and a Postclosure Agreement.

Section 20114d(4) of the NREPA requires that a Postclosure Agreement submitted as part of a NFA Report include all of the following: (a) provisions for monitoring, operation and maintenance, and oversight necessary to assure the effectiveness and integrity of the remedial action; (b) financial assurance to pay for monitoring, operation and maintenance, oversight, and other costs determined by the MDEQ to be necessary to assure the effectiveness and integrity of the remedial action; (c) a provision requiring notice to the MDEQ of the owner's intent to convey any interest in the facility; and (d) a provision granting the MDEQ access to the property.

This Agreement pertains to the remedial action for the Facility as defined in Paragraph 2.3 in response to a release of regulated substances at 100 East Main Street, City of Belding, in Ionia County, State of Michigan, legally described in Attachment A, and commonly known as the Former White Consolidated Industries Belding site (Facility).

Based on the information submitted to the MDEQ, as of the Effective Date, the NFA Report for a Limited Non-Residential and Site-Specific Remedial Action, including its Postclosure Plan, its attachments, and any MDEQ-approved modifications, is approved by the MDEQ.

In order to meet the requirements of Section 20114d(4) of Part 201, Electrolux and the MDEQ stipulate and agree as follows:

## **I. PARTIES BOUND**

1.1 This Agreement shall apply to and be binding upon Electrolux and the MDEQ and their successors. No change in ownership or corporate or legal status of Electrolux, including, but not limited to, any transfer of assets or of real or personal property, shall in any way alter Electrolux's responsibilities under this Agreement, unless expressly agreed by MDEQ.

1.2 Electrolux shall provide the MDEQ with written notice at least fourteen(14) days prior to consummating the conveyance of any interest in the Facility as required by Section 20114d(4)(c) of the NREPA. No conveyance of title, an easement, or other interest in Facility that comprises some or all of the Facility shall be consummated by Electrolux without adequate and complete provision for compliance with the terms and conditions of the No Further Action Report and this Agreement. No transfer of ownership interest shall occur without adequate and complete provision that allows Electrolux to carry out its obligations under this Agreement and to assure the effectiveness and integrity of the remedial action. Electrolux shall provide a copy of this Agreement to any subsequent owners or successors prior to the transfer of any ownership interests, and comply with the requirements of Section 20116 of the NREPA.

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

## **II. DEFINITIONS**

2.1 "Day" or "day" means a calendar day, unless otherwise specified in this Agreement.

2.2 "Effective Date" means the date that this Agreement is fully executed by all parties to it and a No Further Action Letter is issued to Electrolux.

2.3 "Facility" means any area of the Property identified in Attachment A where a hazardous substance, in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use, has been released, deposited, or disposed of, or otherwise comes to be located.

2.4 "FAM" means the financial assurance mechanism that is provided pursuant to Section V (Financial Assurance) of this Agreement, to pay for monitoring, operation and maintenance, oversight, and other costs determined by the MDEQ to be necessary to assure the effectiveness and integrity of the remedial action.

2.5 "Long-Term Remedial Action Costs" shall mean those costs necessary to assure the performance of monitoring, operation and maintenance, oversight, and other costs that are determined by the MDEQ to be necessary to assure the effectiveness and integrity of the remedial action as set forth in the NFA Report, including this Agreement, in perpetuity.

2.6 "MDEQ" means the Michigan Department of Environmental Quality, its successor entities, and those authorized persons or entities acting on its behalf.

2.7 "No Further Action Report" or "NFA Report" means the written report detailing the completion of the remedial action at the Former White Consolidated Industries Belding Site Facility, the Postclosure Plan included in Attachment B, and this Agreement. The NFA Report, submitted to the MDEQ is entitled, *No Further Action Report in Support of Site Closure; Former White Consolidated Industries – Belding Site, Belding, Michigan*, dated February 2015, which was prepared by Golder Associates Inc.

2.8 "Part 31" means Part 31, Water Resources Protection, of the NREPA, MCL 324.3101 *et seq.*, and the Administrative Rules promulgated thereunder.

2.9 "Part 201" means Part 201, Environmental Remediation, of the NREPA, MCL 324.20101 *et seq.*, and the Administrative Rules promulgated thereunder.

2.10 "Postclosure Plan" means the plan set forth in Attachment B.

2.11 "Postclosure Agreement" means this Agreement.

2.12 "Property" means the property located at 100 East Main Street, City of Belding, in Ionia County, State of Michigan and legally described in Attachment A.

2.13 "Response Activity Costs" means all costs lawfully incurred by the MDEQ to oversee, enforce, monitor, and document compliance with this Agreement, including, but not limited to, costs incurred to: monitor response activities at the Facility; observe and comment on field activities; review and comment on documents or reports required to be submitted to the MDEQ under this Agreement; collect and evaluate samples; purchase equipment and supplies to perform monitoring activities; attend and participate in meetings; prepare cost reimbursement documentation; and perform response activities pursuant to Paragraph 13.3 of this Agreement.

2.14 Unless otherwise stated herein, all other terms used in this Agreement, which are defined in Part 3, Definitions, of the NREPA; or Part 201, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA.

### **III. IMPLEMENTATION**

3.1 Electrolux agrees to implement and comply with the terms of the NFA Report, including the Postclosure Plan and this Agreement. As approved, each component of the NFA Report shall be deemed incorporated into this Agreement and made an enforceable part of this Agreement. The scope of the remedial action detailed in the NFA Report consists of the annual groundwater monitoring for five (5)-years beginning with the annual groundwater monitoring event completed in October 2014, maintenance of soil cover exposure barrier, and the establishment of land or resource use restrictions.

3.2 Electrolux certifies, to the best of its knowledge, the remedial action completed at the Facility satisfies non-residential and site-specific cleanup criteria established under

Part 201, and all other requirements of Part 201 that are applicable to the remedial action. The specific performance objectives for the remedial action at the Facility are as follows:

- (a) Prevent the unacceptable exposure to hazardous substances in the groundwater as a result of the use of the groundwater for drinking water.
- (b) Prevent unacceptable exposure to hazardous substances in the groundwater as a result of those substances venting to surface water.
- (c) Prevent the unacceptable exposure to hazardous substances in the soil as a result of direct contact with the soil.
- (d) Assure continued compliance with the Postclosure Plan.
- (e) Assure the effectiveness and integrity of any exposure control mechanisms employed by the approved NFA Report.
- (f) Maintain financial assurance in an amount sufficient to cover Long-Term Remedial Action Costs at the Facility.
- (g) Assure that the continued use of the Facility is consistent with the land and resource uses allowed in restrictive covenant or other institutional control.
- (h) Maintain compliance with mixing-zone authorization of the venting groundwater discharge.
- (i) Comply with applicable notice requirements pursuant to this Agreement.

3.3 The following describes the general response activities to be performed for the monitoring, operation and maintenance, and oversight at the Facility. These response activities are more specifically described in Attachment C.

- (a) Perform routine inspections of the Facility to ensure integrity of the soil cover, and allowable Property uses are maintained.
- (b) Perform annual groundwater monitoring events for five (5)-years beginning with the annual groundwater monitoring event completed in October 2014.

3.4 Within sixty (60) days after of the first anniversary of this Agreement and within sixty (60) days after each anniversary thereafter, Electrolux shall provide an annual report to the MDEQ project manager describing the implementation of the response activities, including, but not limited to, operation and maintenance, monitoring activities, and any other response activities that have been undertaken by Electrolux at the Facility for the prior year. The report shall include an assessment and documentation of the integrity of all exposure control mechanisms on which the remedial action is dependent (e.g., barriers); and compliance with land or resource use restrictions, including institutional controls.

3.5 Approval of the NFA Report shall not be construed to mean that the MDEQ concurs with all conclusions, methods, or statements in the NFA Report or warrants that the NFA Report comports with law.

3.6 Electrolux attests that all wells and other response activity related devices that were installed as part of the response activities at or related to the Facility that will not be used in the long-term operation or monitoring of the remedial action provided in the NFA Report have been properly plugged and abandoned or removed.

3.7 Electrolux shall submit a plan for MDEQ approval for additional response activities within sixty (60) days of discovery, if:

- (a) monitoring demonstrates additional response activities are necessary to address potential exposure to the environmental contamination;
- (b) the remedial action that was the basis for the NFA Report fails to meet the performance objectives identified in the NFA Report; or
- (c) any modifications are needed to assure the continued effectiveness and integrity of the remedial action.

3.8 If additional response activities are implemented in accordance with Paragraph 3.7 of this Agreement, Electrolux shall submit an amended NFA Report, including revised attachments, if applicable, for MDEQ approval within sixty (60) days of completing those additional response activities.

3.9 Electrolux may submit an amended NFA Report at any time. The amended NFA Report shall include the proposed change(s) to the original NFA Report including revised attachments, if applicable, and an accompanying rationale for the proposed change(s). The process for review and approval set forth in Section 20114d of the NREPA shall be used for review and approval of an amended NFA Report.

3.10 This Agreement and the remedial action may only be modified through an amended NFA Report, except as provided for in Paragraph 5.7 of this Agreement.

#### **IV. LAND USE OR RESOURCE USE RESTRICTIONS**

##### **Restrictive Covenant**

4.1 Electrolux attests the restrictive covenant provided in Attachment B has been recorded with the Register of Deeds for Ionia County in accordance with Section 20121 of the NREPA.

4.2 Pursuant to Section 20114c(3) of the NREPA, Electrolux attests notice of the land use restrictions required by the remedial action has been provided to the zoning authority for the City of Belding within thirty (30) days after recording the land use or resource use restrictions with the Register of Deeds.

#### **V. FINANCIAL ASSURANCE**

5.1 The Letter of Credit provided in Attachment D is the initial FAM approved by the MDEQ. Electrolux shall be responsible for providing and maintaining financial assurance in a mechanism acceptable to the MDEQ to assure the performance of the Long-Term Remedial Action Costs required by Electrolux's selected remedial action.

5.2 The FAM shall remain in an amount sufficient to cover Long-Term Remedial Action Costs at the Facility for a four (4)-year period. The FAM shall remain in a form that allows the MDEQ to immediately contract for the response activities for which financial assurance is required in the event Electrolux fails to implement the required tasks.

5.3 Sixty (60) days prior to the four (4)-year anniversary of the Effective Date of this Agreement, Electrolux shall provide to the MDEQ a report containing the actual Long-Term Remedial Action Costs for the previous four (4)-year period and an estimate of the amount of funds necessary to assure Long-Term Remedial Action Costs for the following four (4)-year period given the financial trends in existence at the time of preparation of the report (Long-Term Remedial Action Cost Report). The Long-Term Remedial Action Cost Report shall also include all assumptions and calculations used in preparing the necessary cost estimate and shall be signed by an authorized representative of Electrolux who shall confirm the validity of the data. Electrolux may only use a present worth analysis if an interest accruing FAM is selected.

5.4 If the Long-Term Remedial Action Cost Report demonstrates that the costs to perform monitoring, operation and maintenance, and oversight are less than the threshold amount determined by the MDEQ to be de minimis (\$2,500 in 2001 dollars, adjusted for inflation), and the MDEQ agrees with the conclusions of the Long-Term Remedial Action Cost Report, Electrolux may request to extinguish the FAM. If the Long-Term Remedial Action Cost Report demonstrates that the costs exceed the de minimis amount, Electrolux shall extend the FAM for an additional four (4)-year period and capitalize the FAM to a level acceptable to the MDEQ within thirty (30) days of the MDEQ notification. Electrolux shall then provide the Report as required in Paragraph 5.3 sixty (60) days prior to the subsequent four (4)-year anniversary. If, at any time, the MDEQ determines that the FAM does not secure sufficient funds to address Long-Term Remedial Action Costs, Electrolux shall capitalize the FAM or provide an alternate FAM to secure any additional costs within thirty (30) days of request by the MDEQ.

5.5 If the use of the Financial Test is approved as an acceptable FAM for the NFA Report, Electrolux shall, within ninety (90) days after the end of Electrolux's next fiscal year and the end of each succeeding fiscal year, submit to the MDEQ the necessary forms and supporting documents to demonstrate to the satisfaction of the MDEQ that Electrolux can continue to meet the Financial Test requirements. If Electrolux can no longer meet the financial test requirements, Electrolux shall submit a proposal for an alternate FAM to satisfy its financial obligations with respect to the NFA Report and this Agreement.

5.6 If the use of the Financial Test is approved as an acceptable FAM for the NFA Report, the MDEQ, based on a reasonable belief that Electrolux may no longer meet the requirements for the Financial Test, may require reports of financial condition at any time from Electrolux, and/or require Electrolux to submit updated Financial Test information to determine whether it meets the Financial Test criteria. Electrolux shall provide, with reasonable promptness to the MDEQ, any other data and information that may reasonably be expected to materially adversely affect the Electrolux's ability to meet the Financial Test requirements. If the MDEQ finds that Electrolux no longer meets the Financial Test requirements, Electrolux shall, within thirty (30) days after notification from the MDEQ, submit a proposal for an alternate FAM to satisfy its financial obligations with respect to the NFA Report and this Agreement.

5.7 If Electrolux wishes to change the type of FAM or establish a new FAM, Electrolux shall submit a request to the MDEQ for approval. Upon MDEQ approval of the request, Electrolux may change the type the FAM or establish the new FAM as approved by the MDEQ. Modifications to the FAM pursuant to this Paragraph shall be approved by the MDEQ RRD Chief or his or her authorized representative.

5.8 If Electrolux dissolves or otherwise ceases to conduct business and fails to make arrangements acceptable to the MDEQ for the continued implementation of all activities required by the remedial action, all rights under this Agreement regarding the FAM shall immediately and automatically vest in the MDEQ in accordance with the FAM.

## **VI. PERMANENT MARKERS**

6.1 Electrolux attests that, pursuant to Section 20114c(2)(b)(i)-(iv), permanent markers are not required for this Facility.

## **VII. VENTING GROUNDWATER DISCHARGE AUTHORIZATION**

7.1 Based upon MDEQ review and evaluation of the GSI information contained in the NFA Report, the MDEQ authorizes the discharge without a permit of those hazardous substances identified in the NFA Report for which mixing zone-based GSI criteria have been developed by the MDEQ and included in Attachment E. At no time does this approval allow for the discharge of:

- (a) Hazardous substances in excess of the mixing zone-based GSI criteria established in the NFA Report;
- (b) Hazardous substances in excess of applicable criteria that were not specified in the NFA Report; or
- (c) Hazardous substances in excess of the applicable water quality standards developed pursuant to Part 31 Water Resources Protection, of the NREPA.

7.2 Electrolux may cease annual groundwater monitoring after 2018 if the results for the 2015 through 2018 sampling events confirm that groundwater in the GSI wells does not contain vinyl chloride above the mixing zone-based GSI criterion developed by the MDEQ, or any other hazardous substance in excess of generic GSI criteria. As a contingency, in the event that post closure monitoring results show material deviations from current groundwater quality conditions (e.g., increases in concentrations of contaminants of concern for the Facility to levels that are approaching (i) in the case of vinyl chloride, the mixing zone-based GSI criterion or (ii) in the case of any other hazardous substance, the generic GSI criteria), additional annual groundwater monitoring may be necessary to evaluate the significance of the deviations.

7.3 If further groundwater monitoring is necessary, Electrolux shall continue to perform annual groundwater sampling for a time period to be agreed upon with the MDEQ and submit a request to reauthorize the venting groundwater discharge, both of which shall be incorporated into a modification of this Agreement. The request shall include all information and data concerning the discharge of impacted groundwater venting from the Facility to the surface water that is necessary to assess ongoing compliance with Part 201 and Part 31, Water Resource Protection, of the NREPA.

## **VIII. NOTICE OF FACILITY CONDITIONS**

8.1 Electrolux attests that it has complied with the provisions of Rule 299.51013(6) of the Part 201 Administrative Rules that may require written notice to easement holders of

record, utility franchise holders of record, owners or operators of public utilities that serve the Facility, and owners or lessees of severed subsurface mineral rights or subsurface formations of environmental conditions at the Facility.

#### **IX. COMPLIANCE WITH STATE AND FEDERAL LAWS**

9.1 All actions required to be taken pursuant to this Agreement shall be undertaken in accordance with the requirements of all applicable or relevant and appropriate state and federal laws, rules, and regulations, including, but not limited to, Part 201 and laws relating to occupational safety and health. Other agencies may also be called upon to review the performance of response activities under this Agreement.

9.2 Nothing in this Agreement shall be construed as releasing Electrolux from its obligation to obtain and maintain compliance with any permit, authorization, or other governmental approval required under any applicable federal or state laws, including Part 201.

#### **X. COMMUNICATIONS AND 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 provided by one party to the other, such correspondence shall be directed to the following individuals at the addresses specified below or to such other individuals or at such other address as may subsequently be designated in writing:

**As to MDEQ:**

Mr. Paul J. Knoerr, Project Manager  
Remediation and Redevelopment Division  
Michigan Department of Environmental Quality  
Grand Rapids District Office  
350 Ottawa N.W.  
Grand Rapids, MI 49503  
Telephone: 616-356-0624  
Fax: 616-356-0202

**As to Electrolux:**

Andrew Stienecker Assistant  
General Counsel Electrolux North  
America, Inc.  
10200 David Taylor Drive  
Charlotte, NC 28262  
Telephone: 980-236-2848

**As to MDEQ for submittals required under Section V (Financial Assurance) and XII  
(Reimbursement of Costs):**

Chief, Compliance and Enforcement Section  
Remediation and Redevelopment Division Michigan  
Department of Environmental Quality P.O. Box 30426  
Lansing, MI 48909-7926  
Telephone: 517 284-5147  
Fax: 517 241-9581

**Via Courier**

Constitution Hall, 5th Floor, South Tower  
525 West Allegan Street  
Lansing, Michigan 48933

## **XI. ACCESS TO PROPERTY AND RECORDS**

11.1 Upon the Effective Date of this Agreement, the MDEQ and its authorized employees and representatives shall, to the extent the Facility is owned, controlled or available to Electrolux, have an irrevocable right-of-access at all reasonable times to the Facility for the purpose of determining and monitoring compliance with the NFA Report, including the right to take samples, inspect the operation of remedial action measures, and inspect records related to the NFA Report.

11.2 Pursuant to Section 20114(d)(7) of the NREPA, Electrolux shall maintain all documents and data prepared, acquired, or relied upon in connection with the NFA Report for at least ten (10)-years after the later of the date on which the MDEQ approved the NFA Report; or the date on which no further monitoring, operation, or maintenance is required to be undertaken as part of the remedial action covered by the NFA Report. All documents and data required to be maintained under this provision shall be made available to, the MDEQ upon request.

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

## **XII. REIMBURSEMENT OF COSTS**

12.1 Following the first anniversary of the Effective Date of this Agreement, the MDEQ will provide Electrolux with a summary report (Summary Report) that identifies all Response Activity Costs incurred through the dates specified in the Summary Report. Thereafter, the MDEQ will periodically provide Electrolux subsequent Summary Reports that set forth all Response Activity Costs incurred from the dates specified in the previous Summary Report through the dates specified in the current Summary Report. Electrolux shall pay the Response Activity Costs within thirty (30) days of receipt of each Summary Report.

12.2 Electrolux shall have the right to request a full and complete accounting of all Response Activity Costs identified in the Summary Report, including timesheets, travel vouchers, contracts, invoices, and payment vouchers as may be available to the MDEQ. The MDEQ's provision of these documents to Electrolux may result in the MDEQ incurring additional Response Activity Costs, which will be included in the Summary Report for payment of Response Activity Costs.

12.3 If Electrolux fails to reimburse the MDEQ for any Response Activity Costs the MDEQ incurred pursuant to Paragraphs 12.1 or 13.3 of this Agreement within thirty (30) days of Electrolux's receipt of the Summary Report, the MDEQ may access the funds secured by the FAM, if any, for reimbursement of said costs.

### **XIII. REMEDIES FOR BREACH OF AGREEMENT**

13.1 Electrolux and the MDEQ recognize and agree that this Agreement is a legally enforceable contract as required by Section 20114d of the NREPA and may be enforced in a court of competent jurisdiction. For that purpose, Electrolux consents to the jurisdiction of the Ingham County Circuit Court in any action by the State of Michigan to enforce this Agreement. Electrolux also recognizes and understands that the MDEQ's remedies if Electrolux breaches the terms and conditions of this Agreement may include other statutory or common law remedies subject to the rights or defenses available to Electrolux under applicable law.

13.2 The MDEQ has approved the NFA Report, and if any of the provisions lapse or are not complied with as provided in this Agreement or the NFA Report, Electrolux may become liable for additional response activities necessary to satisfy performance objectives of the Agreement.

13.3 If Electrolux fails to correct the lapse or noncompliance under Paragraph 13.2 within thirty (30) days of written notification by the MDEQ of the lapse or if Electrolux fails at any time to adequately implement the remedial action in accordance with the NFA Report and this Agreement, the MDEQ may implement those response activities that Electrolux has failed to perform. Costs which the MDEQ lawfully incurs in the performance of response activities shall be reimbursed by Electrolux pursuant to Section XII (Reimbursement of Costs).

### **XIV. COVENANT NOT TO SUE THE MDEQ / INDEMNIFICATION**

14.1 Electrolux hereby covenants not to sue or to take any civil, judicial, or administrative action against the MDEQ or their authorized representatives, for any claims arising from or connected with the MDEQ's approval or Electrolux's implementation of the remedial action in the NFA Report or this Agreement.

14.2 Electrolux also agrees to indemnify the MDEQ, and their authorized representatives for any claims or for its costs of defending any claims brought by others that are based upon, arise from, or are connected with Electrolux's implementation of the remedial action in the NFA Report or this Agreement.

### **XV. RESERVATION OF RIGHTS**

15.1 The MDEQ reserves all rights to take administrative action or to file a new action pursuant to any applicable authority against Electrolux with respect to the following:

- (a) A subsequent release not addressed in the NFA Report if Electrolux is liable for that release.
- (b) Environmental contamination that is not addressed in the NFA Report and for which Electrolux is liable.
- (c) Electrolux's failure to perform additional response activities when monitoring necessary to assure the effectiveness and integrity of the remedial action demonstrates potential exposure to contamination in excess of the levels relied on in the NFA Report.

- (d) Electrolux's failure to perform additional response activities when the remedial action that is the basis for the NFA Report fail to satisfy the performance objectives of the NFA Report or, otherwise comply with Part 201.

15.2 The parties reserve all rights available to them pursuant to Part 201 or any other legal authority.

15.3 Nothing in this Agreement shall be construed as a release or covenant not to sue by the MDEQ for the benefit of Electrolux or any other person.

15.4 Nothing in this Agreement shall limit the power and authority of the MDEQ or the State of Michigan to direct or order all appropriate action to: protect the public health, safety, or welfare, or the environment; prevent, abate, or minimize a release or threatened release of hazardous substances, pollutants, or contaminants on, at, or from the Facility; or to address a lapse or violation under the NFA Report or this Agreement.

#### **XVI. APPLICABLE LAW**

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 and any other applicable laws.

#### **XVII. SEVERABILITY**

The provisions of this Agreement are severable. If any provision is declared by a court of competent jurisdiction to be inconsistent with federal or state law and, therefore, unenforceable, the other provisions of this Agreement shall remain in effect, unless such severance causes this Agreement to fail in its essential intents and purposes, in which case, this Agreement shall become null and void.

#### **XVIII. SEPARATE DOCUMENTS**

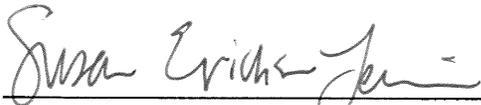
This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

In the Matter of:

MDEQ Reference No. PCA-RRD-14-002

IT IS SO AGREED:

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

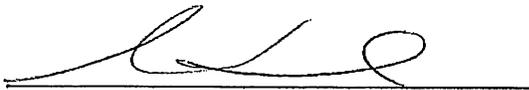


Susan Erickson, Assistant Division Chief  
Remediation and Redevelopment Division  
Michigan Department of Environmental Quality

6/26/2015

Date

Electrolux Home Products, Inc.



Andrew Stienecker  
Electrolux Home Products, Inc.

6/25/15

Date

## List of Attachments

Attachment A – Legal Description of Property

Attachment B – Postclosure Plan (Restrictive Covenant)

Attachment C – Monitoring, Operation and Maintenance, and Oversight Plan

Attachment D – FAM

Attachment E – Mixing Zone-Based Criteria

Attachment A

Legal Description of Property

## LEGAL DESCRIPTION OF PROPERTY

**Property Tax ID Number 401-050-000-716-00**

LOT 58, AND A PART OF LOT 197 OF SUPERVISOR MOON'S PLAT OF THE CITY OF BELDING, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 58; THENCE NORTH 117 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF LAND HERETOFORE CONVEYED BY BELDING HEMINWAY COMPANY TO FIRST CONTINENTAL CORPORATION BY WARRANTY DEED NOW RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID FIRST CONTINENTAL CORPORATION LAND 66 FEET MORE OR LESS TO A POINT ON SAID SOUTHERLY BOUNDARY LINE; THENCE SOUTH 117 FEET TO THE SOUTHEAST CORNER OF SAID LOT 58, SUPERVISOR MOON'S PLAT; THENCE WEST 66 FEET MORE OR LESS TO THE PLACE OF BEGINNING.

ALSO LOT 191 AND THE SOUTH PART OF LOT 195 OF SUPERVISOR MOON'S PLAT TO THE CITY OF BELDING, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT AT THE SOUTHWEST CORNER OF LOT 191; THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 191 IF EXTENDED INTO LOT 195, 117 FEET MORE OR LESS TO A POINT WHERE SAID WESTERLY BOUNDARY LINE IF EXTENDED WOULD INTERSECT THE SOUTHERLY BOUNDARY LINE OF LANDS HERETOFORE CONVEYED BY BELDING HEMINWAY COMPANY TO FIRST CONTINENTAL CORPORATION BY WARRANTY DEED NOW RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR IONIA COUNTY; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID FIRST CONTINENTAL CORPORATION LANDS 66 FEET MORE OR LESS TO A POINT WHERE THE EASTERLY BOUNDARY LINE OF LOT 191 IF EXTENDED INTO LOT 195 WOULD INTERSECT SAID SOUTHERLY BOUNDARY LINE OF SAID FIRST CONTINENTAL CORPORATION LANDS; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 191 IF EXTENDED INTO LOT 195, 117 FEET MORE OR LESS TO THE SOUTHERLY BOUNDARY LINE OF SAID LOT 191; THENCE WEST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 191, 66 FEET MORE OR LESS TO THE PLACE OF BEGINNING.

ALSO LOT 57 OF SUPERVISOR MOON'S PLAT TO THE CITY OF BELDING; AND ALSO THAT PART OF LOT 197 OF SAID SUPERVISOR MOON'S PLAT OF THE CITY OF BELDING, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF BRIDGE STREET IN THE SAID CITY OF BELDING, WHICH SAID POINT IS 117 FEET MORE OR LESS NORTH OF THE SOUTHWEST CORNER OF SAID LOT 57 OF SAID SUPERVISOR MOON'S PLAT WITNESSED BY AN IRON STAKE; THENCE EAST 66 FEET, MORE OR LESS ALONG THE SOUTHERLY BOUNDARY LINE OF LANDS CONVEYED TO FIRST CONTINENTAL CORPORATION AUGUST 8, 1933 BY WARRANTY DEED RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR IONIA COUNTY, MICHIGAN IN LIBER 223 OF DEEDS ON PAGE 107, TO A POINT WHERE THE EAST LINE OF LOT 57, SUPERVISOR MOON'S PLAT, IF PROJECTED INTO SAID LOT 197 OF SAID SUPERVISOR MOON'S PLAT WOULD INTERSECT THE SOUTHERLY BOUNDARY LINE OF SAID LANDS CONVEYED TO SAID FIRST CONTINENTAL CORPORATION AFORESAID; THENCE SOUTH 7 FEET MORE OR LESS ALONG THE EAST LINE OF SAID LOT 57 OF SAID SUPERVISOR MOON'S PLAT IF PROJECTED INTO LOT 197 OF SAID SUPERVISOR MOON'S PLAT TO THE NORTHEAST CORNER OF LOT 57 OF SUPERVISOR MOON'S PLAT; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 57 OF SAID SUPERVISOR MOON'S PLAT TO THE EAST LINE OF BRIDGE STREET; THENCE NORTH 7 FEET, MORE OR LESS TO THE PLACE OF BEGINNING.

ALSO LOT 61 AND A PORTION OF THE SOUTH PART OF LOT 195 OF SUPERVISOR MOON'S PLAT OF THE CITY OF BELDING, ACCORDING TO THE RECORDED PLAT, THE SAME BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 61 OF SAID SUPERVISOR MOON'S PLAT; THENCE NORTH ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 61 AND THE EASTERLY BOUNDARY LINE OF LOT 196 OF SAID SUPERVISOR MOON'S PLAT, A TOTAL DISTANCE OF 117 FEET TO A POINT WHERE THE EASTERLY BOUNDARY LINE OF SAID LOT 196 INTERSECTS THE SOUTHERLY BOUNDARY LINE OF PROPERTY HERETOFORE CONVEYED BY BELDING HEMINWAY COMPANY TO FIRST CONTINENTAL CORPORATION BY DEED NOW OF RECORD IN THE REGISTER OF DEEDS OFFICE FOR IONIA COUNTY; THENCE EAST ALONG THE

SOUTHERLY BOUNDARY LINE OF SAID FIRST CONTINENTAL CORPORATION LAND 66 FEET MORE OR LESS TO A POINT; THENCE SOUTH ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 61 AS PROJECTED NORTHERLY INTO LOT 195 OF SUPERVISOR MOON'S PLAT AND ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 61 A TOTAL DISTANCE OF 117 FEET MORE OR LESS TO A POINT WHERE THE EASTERLY BOUNDARY LINE OF SAID LOT 61 INTERSECTS THE SOUTHERLY BOUNDARY LINE OF LOT 61; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF LOT 61; TO THE PLACE OF BEGINNING.

ALSO, LOT 59 OF SUPERVISOR MOON'S PLAT OF THE CITY OF BELDING, AND THAT OF LOT 197 OF SUPERVISOR MOON'S PLAT DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 59 OF SAID PLAT; THENCE NORTH 7 FEET MORE OR LESS TO A POINT ON THE SOUTH BOUNDARY LINE OF LAND HERETOFORE CONVEYED BY BELDING HEMINWAY COMPANY TO THE FIRST CONTINENTAL CORPORATION BY WARRANTY DEED RECORDED IN LIBER 223 OF DEED AT PAGE 107 IN THE OFFICE OF THE REGISTER OF DEEDS FOR IONIA COUNTY ON AUGUST 16, 1993; THENCE EAST ALONG SAID SOUTHERLY BOUNDARY LINE OF SAID LAND OF SAID FIRST CONTINENTAL CORPORATION AFORESAID, 66 FEET MORE OR LESS TO A POINT ON SAID SOUTHERLY BOUNDARY LINE OF SAID LAND OF FIRST CONTINENTAL CORPORATION WHICH IS 7 FEET MORE OR LESS NORTH OF THE NORTHEAST CORNER OF SAID LOT 59; THENCE SOUTH 7 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 59; THENCE WEST ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 59; 66 FEET MORE OR LESS TO THE PLACE OF BEGINNING.

ALSO, LOT 60 OF SUPERVISOR MOON'S PLAT OF THE CITY OF BELDING, ACCORDING TO THE RECORDED PLAT THEREOF, AND THAT PART OF LOT 197 OF SUPERVISOR MOON'S PLAT TO THE CITY OF BELDING, DESCRIBED AS; COMMENCING AT A POINT AT THE NORTHWEST CORNER OF SAID LOT 60 OF SAID PLAT; THENCE NORTH 7 FEET MORE OR LESS TO THE SOUTHERLY BOUNDARY LINE OF LANDS HERETOFORE CONVEYED TO THE FIRST CONTINENTAL CORPORATION BY WARRANTY DEED FROM BELDING HEMINWAY COMPANY IN AUGUST 1933, SAID DEED BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR IONIA COUNTY, IN LIBER 223 PAGE 107; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID FIRST CONTINENTAL CORPORATION LAND, 66 FEET MORE OR LESS TO A POINT WHERE THE SAID SOUTHERLY BOUNDARY LINE OF SAID FIRST CONTINENTAL CORPORATION LAND INTERSECTS THE EASTERLY BOUNDARY LINE OF LOT 197 OF SUPERVISOR MOON'S PLAT; THENCE SOUTH 7 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 60 OF SUPERVISOR MOON'S PLAT; THENCE WESTERLY 66 FEET MORE OR LESS TO THE PLACE OF BEGINNING.

ALSO, THE SOUTH 117 FEET MORE OR LESS OF LOT 196 OF SUPERVISOR MOON'S PLAT OF THE CITY OF BELDING, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT AT THE SOUTHEAST CORNER OF LOT 60 SAID SUPERVISOR MOON'S PLAT ; THENCE NORTH 117 FEET MORE OR LESS ALONG THE EASTERLY BOUNDARY LINE OF LOT 60 OF SUPERVISOR MOON'S PLAT AND THE EASTERLY BOUNDARY OF LOT 197 OF SUPERVISOR MOON'S PLAT TO A POINT THEREON WHERE THE SAME INTERSECTS THE SOUTHERLY BOUNDARY LINE OF LAND HERETOFORE CONVEYED BY BELDING HEMINWAY COMPANY TO FIRST CONTINENTAL CORPORATION BY WARRANTY DEED RECORDED IN LIBER 223 OF DEED AT PAGE 107 IN THE OFFICE OF THE REGISTER OF DEEDS FOR IONIA COUNTY ON AUGUST 16, 1933; THENCE EAST ALONG SAID SOUTHERLY BOUNDARY LINE OF FIRST CONTINENTAL CORPORATION LAND 66 FEET MORE OR LESS TO A POINT WHERE SAID SOUTHERLY BOUNDARY LINE INTERSECTS THE EASTERLY BOUNDARY LINE OF LOT 196; THENCE SOUTH ALONG THE EASTERLY BOUNDARY LINE OF LOT 196, 117 FEET MORE OR LESS TO THE SOUTHERLY BOUNDARY LINE OF LOT 196; THENCE WEST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 196, 66 FEET MORE OR LESS TO THE PLACE OF BEGINNING. ALL OF THE ABOVE DESCRIBED PROPERTY BEING RECORDED IN THE REGISTER OF DEEDS OFFICE, FOR IONIA COUNTY, MICHIGAN IN LIBER 1 OF PLATS PAGE 60. SUBJECT TO WAREHOUSE LEASES RECORDED IN LIBER 327 ON PAGE 287 AND LIBER 328 ON PAGE 172, IONIA COUNTY RECORDS.

ALSO, COMMENCING AT AN IRON STAKE SET IN THE EASTERLY LINE OF BRIDGE STREET IN THE CITY OF BELDING, MICHIGAN, WHICH SAID IRON STAKE IS 362 FEET NORTHERLY ALONG THE

EAST LINE OF BRIDGE STREET IN THE SAID CITY OF BELDING, MICHIGAN FROM THE SOUTHWEST CORNER OF LOT 57 OF SUPERVISOR MOON'S PLAT OF THE VILLAGE (NOW CITY) OF BELDING; THENCE SOUTH 82 DEG 25' EAST 70 FEET TO AN IRON STAKE; THENCE SOUTH 69 DEG 35' EAST 90 FEET TO AN IRON STAKE; THENCE SOUTH 75 DEG 40' EAST 28.5 FEET TO AN IRON STAKE; THENCE SOUTH 84 DEG 25' EAST 46 FEET TO AN IRON STAKE; THENCE DUE EAST 126.5 FEET, MORE OR LESS TO THE HIGH WATER LINE ON THE SOUTHERLY BANK OF FLAT RIVER IN THE CITY OF BELDING; THENCE IN A NORTHWESTERLY DIRECTION FOLLOWING THE HIGH WATER LINE ALONG THE SOUTHERLY BANK OF FLAT RIVER IN THE CITY OF BELDING TO THE INTERSECTION OF SAID HIGH WATER LINE WITH A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE PERE MARQUETTE RAILROAD COMPANY RIGHT-OF-WAY AS DEFINED IN THOSE TWO CERTAIN DEEDS NOW RECORDED IN THE REGISTER OF DEEDS FOR IONIA COUNTY IN LIBER 108 OF DEEDS, PAGE 355 AND LIBER 182; PAGE 585 OF DEEDS; THENCE FOLLOWING THE SOUTHERLY BOUNDARY LINE OF SAID RIGHT-OF-WAY OF SAID PERE MARQUETTE RAILWAY COMPANY AS DEFINED IN SAID DEEDS LAST AFORESAID TO A POINT ON THE EASTERLY LINE OF BRIDGE STREET, IN SAID CITY OF BELDING, MICHIGAN WHERE THE SAID SOUTHERLY BOUNDARY LINE OF SAID RIGHT-OF-WAY INTERSECTS SAID EASTERLY LINE OF BRIDGE STREET IN SAID CITY OF BELDING, MICHIGAN, THENCE SOUTHERLY ALONG THE EASTERLY LINE OF BRIDGE STREET IN THE SAID CITY OF BELDING, MICHIGAN 8 FEET TO THE PLACE OF BEGINNING, IN TOWN 8 NORTH, RANGE 8 WEST. SUBJECT TO FLOWAGE, BOOMAGE AND WATER RIGHT AS ESTABLISHED BY DECREE RECORDED IN LIBER 227 OF DEEDS ON PAGE 35, IONIA COUNTY RECORDS.

ALSO, PARTS OF LOTS 195, 196, 197, 199 AND ALL OF LOTS 198, 53, 54, 55 AND 56 OF SUPERVISOR MOON'S PLAT OF THE VILLAGE, NOW CITY OF BELDING, IONIA COUNTY AND STATE OF MICHIGAN WHICH SAID PLAT IS NOW RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR IONIA COUNTY, MICHIGAN AND MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT ON THE EAST LINE OF BRIDGE STREET IN THE CITY OF BELDING, 7 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 197 OF SUPERVISOR MOON'S PLAT; THENCE NORTH ON THE EAST LINE OF BRIDGE STREET 245 FEET TO A POINT ON THE EAST LINE OF BRIDGE STREET; THENCE SOUTH 82 DEG 25' EAST 70 FEET; THENCE SOUTH 69 DEG 35' EAST 90 FEET; THENCE SOUTH 75 DEG 40' EAST 28.5 FEET; THENCE SOUTH 84 DEG 25' EAST 46 FEET; THENCE EAST 126.5 FEET MORE OR LESS TO THE HIGH WATER LINE ON THE SOUTHERLY BANK OF FLAT RIVER IN THE CITY OF BELDING; THENCE SOUTHEASTERLY FOLLOWING THE HIGH WATER LINE ALONG THE SOUTHERLY BANK OF FLAT RIVER IN THE CITY OF BELDING 235.4 FEET MORE OR LESS TO A POINT THAT IS 7 FEET NORTH AND 36 FEET EAST OF THE NORTHWEST CORNER OF LOT 193 SUPERVISOR MOON'S PLAT; THENCE WEST 564 FEET TO THE PLACE OF BEGINNING, IN TOWN 8 NORTH, RANGE 8 WEST, SUBJECT TO FLOWAGE, BOOMAGE AND WATER RIGHTS ESTABLISHED BY DECREE RECORDED IN LIBER 227 OF DEEDS ON PAGE 35, IONIA COUNTY RECORDS.

ALSO, COMMENCING AT A POINT 101.057 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 192 OF SUPERVISOR MOON'S PLAT TO THE CITY OF BELDING, SECTION 10 TOWN 8 NORTH, RANGE 8 WEST; THENCE NORTH 15.943 FEET ALONG THE WEST LINE AND THE EXTENSION THEREOF, OF SAID LOT 192 TO A POINT 117 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 192; THENCE EAST AND PARALLEL WITH THE NORTH LOT LINE OF SAID LOT 192, A DISTANCE OF 33.66 FEET; THENCE IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 37.2 FEET MORE OR LESS TO THE POINT OF BEGINNING.

Attachment B

Postclosure Plan



## DECLARATION OF RESTRICTIVE COVENANT

DEQ Reference No.: RC-RRD-201-14-063

This Declaration of Restrictive Covenant (Restrictive Covenant) has been recorded with the Ionia County Register of Deeds to protect public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to regulated substances present at the Property located at 100 East Main Street in the city of Belding, County of Ionia, State of Michigan and legally described in Exhibit 1 attached hereto ("Property"). The Property is known as the Former White Consolidated Industries – Belding Site, DEQ Part 201 Facility ID# 34000083.

Response activities were implemented to address environmental impacts at the Property pursuant to Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 *et seq.* The response activities that have been implemented are fully described in the No Further Action Report, dated October 16, 2014, prepared by Golder Associates on behalf of Electrolux Home Products, Inc. ("Electrolux").

The Property described contains regulated substances in excess of the concentrations developed as the unrestricted residential criteria under Section 20120a(1)(a) or (17) of the NREPA. The DEQ recommends that prospective purchasers or users of the Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 20107a of the NREPA.

The response activities required the recording of this Restrictive Covenant with the Ionia County Register of Deeds to: 1) restrict unacceptable exposures to regulated substances located on the Property; 2) assure that the use of the Property is consistent with the exposure assumptions used to develop the nonresidential cleanup criteria under Section 20120a(1)(b) of the NREPA and the exposure control measures relied upon at the Property; and 3) to prevent damage or disturbance of any element of the response activity constructed on the Property.

The restrictions contained in this Restrictive Covenant are based upon information available at the time the response activities were implemented. Failure of the response activities to achieve and maintain the cleanup criteria, exposure controls, and requirements specified by the response activities; future changes in the environmental condition of the Property or changes in the nonresidential cleanup criteria under Section 20120a(1)(b) of the NREPA; the discovery of environmental conditions at the Property that were not accounted for in the during the implementation of the response activities; or use of the Property in a manner inconsistent with the restrictions described herein may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment.

Bradley Johnson  
15851 S. US-27, Sk 50  
Lansing, MI 48906

Exhibit 2 provides a survey of the Property that is subject to the land use or resource use restrictions specified herein.

#### Definitions

For the purposes of this Restrictive Covenant, the following definitions shall apply:

"DEQ" means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

"Owner" means at any given time the then-current title holder of all or any portion of the Property.

"Property" means the real property as described in Exhibit 1 (Legal Description of the Property) of this Restrictive Covenant that is subject to the restrictions, terms and conditions described herein.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA and Part 201 of the NREPA; or the Part 201 Administrative Rules, 2002 Michigan Register; Effective December 21, 2002, shall have the same meaning in this document as in Part 3 and Part 201 of the NREPA and the Part 201 Administrative Rules, as of the date of the filing of this Restrictive Covenant.

#### Summary of Environmental Conditions and Response Activities.

During site closure and subsequent site assessment activities, trichloroethene (TCE) and associated breakdown products were identified in soil and groundwater. Prior to the recording of this Restrictive Covenant, response activities conducted at the site to address these impacts include: (1) removal and off-site disposal of source area soils, (2) assessment and monitoring of groundwater to support a monitored natural attenuation (MNA) remedy, (3) submittal of a mixing zone determination request, which DEQ approved on December 4, 2014, (4) removal of all buildings and other structures on the site, and (5) construction of a soil and vegetative cap over the building foundation slabs and paved areas of the site. TCE, *c/s*-1,2-dichloroethene, and vinyl chloride remain in groundwater at levels that require institutional controls. A groundwater use restriction has been implemented as described below, to prevent groundwater consumption. Only vinyl chloride concentrations currently exceed the generic groundwater surface water interface (GSI) criterion. Annual groundwater monitoring has been conducted and will continue to be conducted as requested by DEQ to ensure compliance with the authorized mixing zone-based GSI criterion.

#### **NOW THEREFORE,**

##### 1. Declaration of Land or Resource Use Restrictions.

Electrolux, as Owner of the Property, hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

- a. Prohibited Land Uses: The Owner shall prohibit all uses of the Property as described in Exhibit 1 that are not compatible with or are inconsistent with the assumptions and basis for the nonresidential or site-specific cleanup criteria

established pursuant to Sections 20120a(1)(b) and 20120a(2) of the NREPA. Any residential use is specifically prohibited, including the primary use of the property for human habitation, such as structures as single family dwellings, multiple family structures, mobile homes, condominiums, and apartment buildings. Prohibited residential use also includes any use that is intended to house, educate, or provide care for children, the elderly, the infirm, or other sensitive populations, such as day care centers, educational facilities, hospitals, elder care facilities, and nursing homes. Any authority that allows for residential use of the Property also is prohibited per this restrictive covenant. Uses that are compatible with the nonresidential and site-specific criteria developed for the Property are generally described in Exhibit 3 (Description of Allowable Uses).

b. Prohibited Activities to Eliminate Unacceptable Exposures to Regulated Substances. The Owner shall prohibit activities on the Property that may result in exposures to regulated substances at the Property. These prohibited activities include:

(i) Groundwater Use Restriction: The construction and use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other purpose, except as provided below:

Wells and other devices constructed as part of a response activity for the purpose of evaluating groundwater quality or for remediation of a release of regulated substances into the environment are permitted provided the construction of the wells or devices complies with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, or exacerbation of existing conditions.

(ii) Excavation Restriction: An approximately 2 to 7-foot thick soil cover that has a base elevation of ranging from 767 feet to 783 feet (as shown in Exhibit 4) has been constructed to prevent exposures to any regulated substances still present in subsurface soils at the Property. Except during short-term construction or repair projects or for purposes of further remediation, any excavation below the soil cover or other intrusive activity that could affect the integrity of the soil cover is prohibited without the development and implementation of a soil management plan. Any excavation or other intrusive activity, including removing, altering, or disturbing the soil cover, that could affect the integrity of the barrier, must be replaced with a cover that provides at least an equivalent degree of protection as the original barrier within 14 days of completion of work. Repair and/or replacement of the barrier must be completed unless additional sampling is conducted that demonstrates that a barrier in the area is no longer necessary in accordance with the applicable provisions and requirements of Part 201 of the NREPA.

(iii) Vapor Intrusion Exposure Restriction (No Buildings): The construction of new structures, unless such construction incorporates engineering controls designed to eliminate the potential for subsurface vapor phase regulated substances to migrate into the new structure at concentrations greater than applicable criteria; or, unless prior to construction of any structure, an evaluation of the potential for any regulated substances to volatilize into indoor air assures the protection of persons who may be present in the buildings and is in compliance with Section 20107a of the NREPA.

- c. Prohibited Activities to Ensure Effectiveness and Integrity of the Response Activity. The Owner shall prohibit activities on the Property that may interfere with any element of the response activities, including the performance of operation and maintenance activities, monitoring, or other measures necessary to ensure the effectiveness and integrity of the response activities implemented at the Property. These prohibited activities include the items outlined in above paragraphs 1b(i) and (iii) and the following.
- (i) Monitoring Well Disturbance Restriction: Any activity that would interfere with the function of or obstruct access to any monitoring wells and devices located on the Property. This includes, but is not limited to, removing, destroying, or altering any well or device in any way that renders it inoperable or incapable of functioning as intended.
- d. Contaminated Soil Management. The Owner shall manage all soils, media and/or debris located within the Property (Exhibit 1) in accordance with the soil management plan and applicable requirements of Section 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws.
2. Access. The Owner grants to the DEQ and their designated representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the response activities, including the right to take samples, inspect the operation and maintenance of the corrective action measures and inspect any records relating to them, and to perform any actions necessary to maintain compliance with Part 201.
3. Conveyance of Property Interest. The Owner shall provide notice to the DEQ of the Owner's intent to transfer any interest in the Property at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the applicable provisions of Section 20116 of the NREPA. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the applicable provisions of Section 20116 of the NREPA. The notice required to be made to the DEQ under this Paragraph shall be made to: Chief, Remediation and Redevelopment Division, Michigan DEQ, P.O. Box 30426, Lansing, Michigan 48909-7926; and shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant, DEQ Reference Number RC-RRD-201-14-063. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest.
4. Term of Restrictive Covenant. This Restrictive Covenant shall run with the Property and is binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant shall continue in effect until it is determined that the regulated substances no longer present an unacceptable risk to the public health, safety, or welfare, or the environment. The Restrictive Covenant may only be modified or rescinded with the written approval of the DEQ.
5. Enforcement of Restrictive Covenant. The State of Michigan, through the DEQ, may individually enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction

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

7. Authority to Execute Restrictive Covenant. 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 record this Restrictive Covenant.

IN WITNESS WHEREOF, Electrolux has caused this Restrictive Covenant, RC-RRD-201-14-063, to be executed on this 16 day of December, 2014.

Electrolux Home Products, Inc.

By: [Signature]  
Signature  
Name: Andrew Stienecker  
Print or Type Name  
Its: Asst. Gen. Counsel  
Title

STATE OF North Carolina  
COUNTY OF Mecklenburg

[Signature]

Notary Public Signature  
Exp: Jan 30, 2017

TIMORA C. WILKERSON  
NOTARY PUBLIC  
MECKLENBURG COUNTY - NORTH CAROLINA

Prepared by:  
Golder Associates  
Bradley Johnson  
When recorded, return to:  
Golder Associates  
15851 South US 27, Suite 50  
Lansing, MI 48906

**EXHIBIT 1****LEGAL DESCRIPTION OF PROPERTY****Property Tax ID Number 401-050-000-716-00**

LOT 58, AND A PART OF LOT 197 OF SUPERVISOR MOON'S PLAT OF THE CITY OF BELDING, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 58; THENCE NORTH 117 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF LAND HERETOFORE CONVEYED BY BELDING HEMINWAY COMPANY TO FIRST CONTINENTAL CORPORATION BY WARRANTY DEED NOW RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID FIRST CONTINENTAL CORPORATION LAND 66 FEET MORE OR LESS TO A POINT ON SAID SOUTHERLY BOUNDARY LINE; THENCE SOUTH 117 FEET TO THE SOUTHEAST CORNER OF SAID LOT 58, SUPERVISOR MOON'S PLAT; THENCE WEST 66 FEET MORE OR LESS TO THE PLACE OF BEGINNING.

ALSO LOT 191 AND THE SOUTH PART OF LOT 195 OF SUPERVISOR MOON'S PLAT TO THE CITY OF BELDING, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT AT THE SOUTHWEST CORNER OF LOT 191; THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 191 IF EXTENDED INTO LOT 195, 117 FEET MORE OR LESS TO A POINT WHERE SAID WESTERLY BOUNDARY LINE IF EXTENDED WOULD INTERSECT THE SOUTHERLY BOUNDARY LINE OF LANDS HERETOFORE CONVEYED BY BELDING HEMINWAY COMPANY TO FIRST CONTINENTAL CORPORATION BY WARRANTY DEED NOW RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR IONIA COUNTY; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID FIRST CONTINENTAL CORPORATION LANDS 66 FEET MORE OR LESS TO A POINT WHERE THE EASTERLY BOUNDARY LINE OF LOT 191 IF EXTENDED INTO LOT 195 WOULD INTERSECT SAID SOUTHERLY BOUNDARY LINE OF SAID FIRST CONTINENTAL CORPORATION LANDS; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 191 IF EXTENDED INTO LOT 195, 117 FEET MORE OR LESS TO THE SOUTHERLY BOUNDARY LINE OF SAID LOT 191; THENCE WEST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 191, 66 FEET MORE OR LESS TO THE PLACE OF BEGINNING.

ALSO LOT 57 OF SUPERVISOR MOON'S PLAT TO THE CITY OF BELDING; AND ALSO THAT PART OF LOT 197 OF SAID SUPERVISOR MOON'S PLAT OF THE CITY OF BELDING, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF BRIDGE STREET IN THE SAID CITY OF BELDING, WHICH SAID POINT IS 117 FEET MORE OR LESS NORTH OF THE SOUTHWEST CORNER OF SAID LOT 57 OF SAID SUPERVISOR MOON'S PLAT WITNESSED BY AN IRON STAKE; THENCE EAST 66 FEET, MORE OR LESS ALONG THE SOUTHERLY BOUNDARY LINE OF LANDS CONVEYED TO FIRST CONTINENTAL CORPORATION AUGUST 8, 1933 BY WARRANTY DEED RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR IONIA COUNTY, MICHIGAN IN LIBER 223 OF DEEDS ON PAGE 107, TO A POINT WHERE THE EAST LINE OF LOT 57, SUPERVISOR MOON'S PLAT, IF PROJECTED INTO SAID LOT 197 OF SAID SUPERVISOR MOON'S PLAT WOULD INTERSECT THE SOUTHERLY BOUNDARY LINE OF SAID LANDS CONVEYED TO SAID FIRST CONTINENTAL CORPORATION AFORESAID; THENCE SOUTH 7 FEET MORE OR LESS ALONG THE EAST LINE OF SAID LOT 57 OF SAID SUPERVISOR MOON'S PLAT IF PROJECTED INTO LOT 197 OF SAID SUPERVISOR MOON'S PLAT TO THE NORTHEAST CORNER OF LOT 57 OF SUPERVISOR MOON'S PLAT; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 57 OF SAID SUPERVISOR MOON'S PLAT TO THE EAST LINE OF BRIDGE STREET; THENCE NORTH 7 FEET, MORE OR LESS TO THE PLACE OF BEGINNING.

ALSO LOT 61 AND A PORTION OF THE SOUTH PART OF LOT 195 OF SUPERVISOR MOON'S PLAT OF THE CITY OF BELDING, ACCORDING TO THE RECORDED PLAT, THE SAME BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 61 OF SAID SUPERVISOR MOON'S PLAT; THENCE NORTH ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 61 AND THE EASTERLY BOUNDARY LINE OF LOT 196 OF SAID SUPERVISOR MOON'S PLAT, A TOTAL DISTANCE OF 117 FEET TO A POINT WHERE THE EASTERLY BOUNDARY LINE OF SAID LOT

196 INTERSECTS THE SOUTHERLY BOUNDARY LINE OF PROPERTY HERETOFORE CONVEYED BY BELDING HEMINWAY COMPANY TO FIRST CONTINENTAL CORPORATION BY DEED NOW OF RECORD IN THE REGISTER OF DEEDS OFFICE FOR IONIA COUNTY; THENCE EAST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID FIRST CONTINENTAL CORPORATION LAND 66 FEET MORE OR LESS TO A POINT; THENCE SOUTH ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 61 AS PROJECTED NORTHERLY INTO LOT 195 OF SUPERVISOR MOON'S PLAT AND ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 61 A TOTAL DISTANCE OF 117 FEET MORE OR LESS TO A POINT WHERE THE EASTERLY BOUNDARY LINE OF SAID LOT 61 INTERSECTS THE SOUTHERLY BOUNDARY LINE OF LOT 61; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF LOT 61; TO THE PLACE OF BEGINNING.

ALSO, LOT 59 OF SUPERVISOR MOON'S PLAT OF THE CITY OF BELDING, AND THAT OF LOT 197 OF SUPERVISOR MOON'S PLAT DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 59 OF SAID PLAT; THENCE NORTH 7 FEET MORE OR LESS TO A POINT ON THE SOUTH BOUNDARY LINE OF LAND HERETOFORE CONVEYED BY BELDING HEMINWAY COMPANY TO THE FIRST CONTINENTAL CORPORATION BY WARRANTY DEED RECORDED IN LIBER 223 OF DEED AT PAGE 107 IN THE OFFICE OF THE REGISTER OF DEEDS FOR IONIA COUNTY ON AUGUST 16, 1993; THENCE EAST ALONG SAID SOUTHERLY BOUNDARY LINE OF SAID LAND OF SAID FIRST CONTINENTAL CORPORATION AFORESAID, 66 FEET MORE OR LESS TO A POINT ON SAID SOUTHERLY BOUNDARY LINE OF SAID LAND OF FIRST CONTINENTAL CORPORATION WHICH IS 7 FEET MORE OR LESS NORTH OF THE NORTHEAST CORNER OF SAID LOT 59; THENCE SOUTH 7 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 59; THENCE WEST ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 59; 66 FEET MORE OR LESS TO THE PLACE OF BEGINNING.

ALSO, LOT 60 OF SUPERVISOR MOON'S PLAT OF THE CITY OF BELDING, ACCORDING TO THE RECORDED PLAT THEREOF, AND THAT PART OF LOT 197 OF SUPERVISOR MOON'S PLAT TO THE CITY OF BELDING, DESCRIBED AS: COMMENCING AT A POINT AT THE NORTHWEST CORNER OF SAID LOT 60 OF SAID PLAT; THENCE NORTH 7 FEET MORE OR LESS TO THE SOUTHERLY BOUNDARY LINE OF LANDS HERETOFORE CONVEYED TO THE FIRST CONTINENTAL CORPORATION BY WARRANTY DEED FROM BELDING HEMINWAY COMPANY IN AUGUST 1933, SAID DEED BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR IONIA COUNTY, IN LIBER 223 PAGE 107; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID FIRST CONTINENTAL CORPORATION LAND, 66 FEET MORE OR LESS TO A POINT WHERE THE SAID SOUTHERLY BOUNDARY LINE OF SAID FIRST CONTINENTAL CORPORATION LAND INTERSECTS THE EASTERLY BOUNDARY LINE OF LOT 197 OF SUPERVISOR MOON'S PLAT; THENCE SOUTH 7 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 60 OF SUPERVISOR MOON'S PLAT; THENCE WESTERLY 66 FEET MORE OR LESS TO THE PLACE OF BEGINNING.

ALSO, THE SOUTH 117 FEET MORE OR LESS OF LOT 196 OF SUPERVISOR MOON'S PLAT OF THE CITY OF BELDING, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT AT THE SOUTHEAST CORNER OF LOT 60 SAID SUPERVISOR MOON'S PLAT ; THENCE NORTH 117 FEET MORE OR LESS ALONG THE EASTERLY BOUNDARY LINE OF LOT 60 OF SUPERVISOR MOON'S PLAT AND THE EASTERLY BOUNDARY OF LOT 197 OF SUPERVISOR MOON'S PLAT TO A POINT THEREON WHERE THE SAME INTERSECTS THE SOUTHERLY BOUNDARY LINE OF LAND HERETOFORE CONVEYED BY BELDING HEMINWAY COMPANY TO FIRST CONTINENTAL CORPORATION BY WARRANTY DEED RECORDED IN LIBER 223 OF DEED AT PAGE 107 IN THE OFFICE OF THE REGISTER OF DEEDS FOR IONIA COUNTY ON AUGUST 16, 1933; THENCE EAST ALONG SAID SOUTHERLY BOUNDARY LINE OF FIRST CONTINENTAL CORPORATION LAND 66 FEET MORE OR LESS TO A POINT WHERE SAID SOUTHERLY BOUNDARY LINE INTERSECTS THE EASTERLY BOUNDARY LINE OF LOT 196; THENCE SOUTH ALONG THE EASTERLY BOUNDARY LINE OF LOT 196, 117 FEET MORE OR LESS TO THE SOUTHERLY BOUNDARY LINE OF LOT 196; THENCE WEST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 196, 66 FEET MORE OR LESS TO THE PLACE OF BEGINNING. ALL OF THE ABOVE DESCRIBED PROPERTY BEING RECORDED IN THE REGISTER OF DEEDS OFFICE, FOR IONIA COUNTY, MICHIGAN IN LIBER 1 OF PLATS PAGE 60. SUBJECT TO WAREHOUSE LEASES RECORDED IN LIBER 327 ON PAGE 287 AND LIBER 328 ON PAGE 172, IONIA COUNTY RECORDS.

ALSO, COMMENCING AT AN IRON STAKE SET IN THE EASTERLY LINE OF BRIDGE STREET IN THE CITY OF BELDING, MICHIGAN, WHICH SAID IRON STAKE IS 362 FEET NORTHERLY ALONG THE EAST LINE OF BRIDGE STREET IN THE SAID CITY OF BELDING, MICHIGAN FROM THE SOUTHWEST CORNER OF LOT 57 OF SUPERVISOR MOON'S PLAT OF THE VILLAGE (NOW CITY) OF BELDING; THENCE SOUTH 82 DEG 25' EAST 70 FEET TO AN IRON STAKE; THENCE SOUTH 69 DEG 35' EAST 90 FEET TO AN IRON STAKE; THENCE SOUTH 75 DEG 40' EAST 28.5 FEET TO AN IRON STAKE; THENCE SOUTH 84 DEG 25' EAST 46 FEET TO AN IRON STAKE; THENCE DUE EAST 126.5 FEET, MORE OR LESS TO THE HIGH WATER LINE ON THE SOUTHERLY BANK OF FLAT RIVER IN THE CITY OF BELDING; THENCE IN A NORTHWESTERLY DIRECTION FOLLOWING THE HIGH WATER LINE ALONG THE SOUTHERLY BANK OF FLAT RIVER IN THE CITY OF BELDING TO THE INTERSECTION OF SAID HIGH WATER LINE WITH A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE PERE MARQUETTE RAILROAD COMPANY RIGHT-OF-WAY AS DEFINED IN THOSE TWO CERTAIN DEEDS NOW RECORDED IN THE REGISTER OF DEEDS FOR IONIA COUNTY IN LIBER 108 OF DEEDS, PAGE 355 AND LIBER 182; PAGE 585 OF DEEDS; THENCE FOLLOWING THE SOUTHERLY BOUNDARY LINE OF SAID RIGHT-OF-WAY OF SAID PERE MARQUETTE RAILWAY COMPANY AS DEFINED IN SAID DEEDS LAST AFORESAID TO A POINT ON THE EASTERLY LINE OF BRIDGE STREET, IN SAID CITY OF BELDING, MICHIGAN WHERE THE SAID SOUTHERLY BOUNDARY LINE OF SAID RIGHT-OF-WAY INTERSECTS SAID EASTERLY LINE OF BRIDGE STREET IN SAID CITY OF BELDING, MICHIGAN, THENCE SOUTHERLY ALONG THE EASTERLY LINE OF BRIDGE STREET IN THE SAID CITY OF BELDING, MICHIGAN 8 FEET TO THE PLACE OF BEGINNING, IN TOWN 8 NORTH, RANGE 8 WEST. SUBJECT TO FLOWAGE, BOOMAGE AND WATER RIGHT AS ESTABLISHED BY DECREE RECORDED IN LIBER 227 OF DEEDS ON PAGE 35, IONIA COUNTY RECORDS.

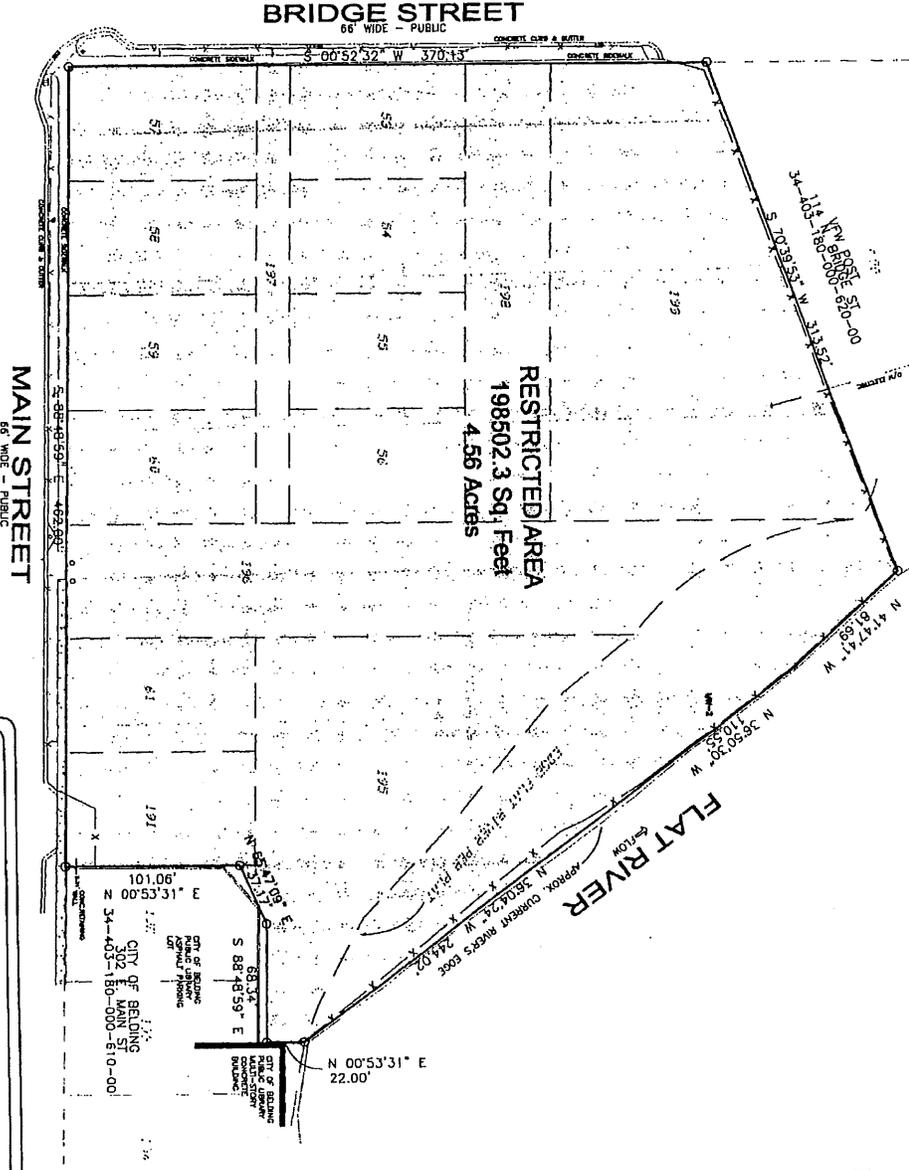
ALSO, PARTS OF LOTS 195, 196, 197, 199 AND ALL OF LOTS 198, 53, 54, 55 AND 56 OF SUPERVISOR MOON'S PLAT OF THE VILLAGE, NOW CITY OF BELDING, IONIA COUNTY AND STATE OF MICHIGAN WHICH SAID PLAT IS NOW RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR IONIA COUNTY, MICHIGAN AND MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT ON THE EAST LINE OF BRIDGE STREET IN THE CITY OF BELDING, 7 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 197 OF SUPERVISOR MOON'S PLAT; THENCE NORTH ON THE EAST LINE OF BRIDGE STREET 245 FEET TO A POINT ON THE EAST LINE OF BRIDGE STREET; THENCE SOUTH 82 DEG 25' EAST 70 FEET; THENCE SOUTH 69 DEG 35' EAST 90 FEET; THENCE SOUTH 75 DEG 40' EAST 28.5 FEET; THENCE SOUTH 84 DEG 25' EAST 46 FEET; THENCE EAST 126.5 FEET MORE OR LESS TO THE HIGH WATER LINE ON THE SOUTHERLY BANK OF FLAT RIVER IN THE CITY OF BELDING; THENCE SOUTHEASTERLY FOLLOWING THE HIGH WATER LINE ALONG THE SOUTHERLY BANK OF FLAT RIVER IN THE CITY OF BELDING 235.4 FEET MORE OR LESS TO A POINT THAT IS 7 FEET NORTH AND 36 FEET EAST OF THE NORTHWEST CORNER OF LOT 193 SUPERVISOR MOON'S PLAT; THENCE WEST 564 FEET TO THE PLACE OF BEGINNING, IN TOWN 8 NORTH, RANGE 8 WEST, SUBJECT TO FLOWAGE, BOOMAGE AND WATER RIGHTS ESTABLISHED BY DECREE RECORDED IN LIBER 227 OF DEEDS ON PAGE 35, IONIA COUNTY RECORDS.

ALSO, COMMENCING AT A POINT 101.057 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 192 OF SUPERVISOR MOON'S PLAT TO THE CITY OF BELDING, SECTION 10 TOWN 8 NORTH, RANGE 8 WEST; THENCE NORTH 15.943 FEET ALONG THE WEST LINE AND THE EXTENSION THEREOF, OF SAID LOT 192 TO A POINT 117 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 192; THENCE EAST AND PARALLEL WITH THE NORTH LOT LINE OF SAID LOT 192, A DISTANCE OF 33.66 FEET; THENCE IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 37.2 FEET MORE OR LESS TO THE POINT OF BEGINNING.

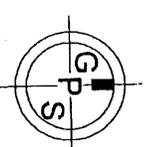
**EXHIBIT 2**

**SURVEY OF THE PROPERTY**

- LEGEND**
- FOUND IRON STAKE
  - SET IRON STAKE
  - P = PLATTED DIMENSION
  - R = RECORD DIMENSION
  - M = MEASURED DIMENSION



**RESTRICTED AREA EXHIBIT**  
Part of Supervisor Moon's Plat  
City of Belding, Ionia County  
Michigan



CHRISTOPHER J. GOWER

*Chris J. Gower*

P.S. 47351

**GPS**

**GOWER PROFESSIONAL SURVEYING, P.C.**

7144 Childsdale Avenue, NE  
Rockford, MI 49341

(616) 863-9608 VOICE  
www.gowepro.com

**Golder Associates Inc.**  
13851 South US 27, Suite 50  
Lansing, Michigan 48906

**Restricted Area Exhibit**  
Belding, Michigan

FIELD: CJG	11/20/2014	SHEET: 1 OF 1
OFFICE: CJG	11/21/2014	JOB: 2014-131

**EXHIBIT 3****DESCRIPTION OF ALLOWABLE USES**

The property may be used as a public park in accordance with the terms and conditions of the Consent Judgment between Electrolux and the City of Belding, dated December 3, 2012, or any other use which is not residential in nature.

Permitted recreational uses that are allowed by the Consent Judgment include walking paths, structures, park benches, trees, shrubbery, grass and other typical landscaping, all as is commonly located on public parks of similar size maintained by the City of Belding.

Except as provided herein, the Owner shall restrict the use of the Property to those compatible with the nonresidential and site-specific recreational uses described below:

This land use is characterized by any use which is not residential in nature and is primarily characterized by industrial and commercial uses. Industrial uses typically involve manufacturing operations engaged in processing and manufacturing of materials or products. Other examples of industrial uses are utility companies, industrial research and development, and petroleum bulk storage. Commercial uses include any business or income-producing use such as commercial warehouses, lumber yards, retail gas stations, auto dealerships and service stations, as well as office buildings, banks, and medical/dental offices (not including hospitals). Commercial uses also include retail businesses whose principal activity is the sale of food or merchandise within an enclosed building and personal service establishments which perform services indoors such as health clubs, barber/beauty salons, photographic studios, etc.

**EXHIBIT 4**

**BASE ELEVATIONS**



## Attachment C

### Monitoring, Operation and Maintenance, and Oversight Plan

***Monitoring,  
Operation & Maintenance,  
and Oversight Plan***

***Electrolux Home Products  
100 East Main Street  
Belding, Michigan Property***

***MDEQ Facility ID No. 34000083***

*Prepared for:*

**Michigan Department of Environmental Quality**

Grand Rapids, Michigan

&

**Electrolux Home Products, Inc.**

Charlotte, North Carolina

February 2015

***Monitoring,  
Operation & Maintenance,  
and Oversight Plan***

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&

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Charlotte, North Carolina

*Prepared by:*

**Golder Associates**

Lansing, MI

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Attachments

ATTACHMENT 1.....	INSPECTION LOG
ATTACHMENT 2.....	RECORD OF CORRECTIVE ACTION OR SOIL REUSE FORM

## **1.0 INTRODUCTION**

The Facility for which this *Monitoring, Operation & Maintenance, and Oversight Plan* is prepared is located at 100 East Main Street in the City of Belding, Ionia County, Michigan. The O&M Plan is based upon Electrolux Home Products, Inc.'s (Electrolux's) *No Further Action Report in Support of Site Closure*, dated October 16, 2014 (*NFA Report*), which demonstrates completion of remedial activities under Part 201 of Michigan Department of Environmental Quality's (MDEQ's) *Natural Resources and Environmental Protection Act* (NREPA, or Part 201).

The *O&M Plan* provides Electrolux with guidelines for conducting inspection, maintenance, and record keeping tasks required for ensuring post-closure conditions of the Facility under Section 20120a(1)(d) of NREPA. The *O&M Plan* is based upon findings presented in the *NFA Report*. It is designed to support the *Restrictive Covenant* (MDEQ Reference No. RC-RRD-201-14-063), which was recorded with the Ionia County Register of Deeds.

The Facility contains certain hazardous substances at concentrations above unrestricted residential criteria under Section 20120a(1)(a) or (17) of NREPA. An approximately 2 to 7-foot thick soil cover has been constructed over the entire Facility as an engineering control to prevent direct contact with impacted soil.

Land use and/or resource use restrictions are defined in the *Restrictive Covenant*. The *O&M Plan* is designed to ensure provisions of the *Restrictive Covenant, Post-Closure Agreement* between Electrolux and MDEQ (2015), and related due care obligations are maintained through systematic inspections and reporting. Electrolux or any future owner/assignee of the property is required to restrict property-use activities to those compatible with non-residential and site-specific recreational land-use categories. These restrictions prohibit groundwater use, protect the integrity of the engineering control that currently exists at the Facility, and adhere to excavation and building construction restrictions that are set out in the *Restrictive Covenant*.

The following outlines provisions for inspecting, maintaining, and reporting compliance with the provisions in the *Restrictive Covenant*. Section 2.0 describes the inspection schedule and procedures. Section 3.0 describes the reporting requirements and methods.

## **2.0 INSPECTION SCHEDULE & PROCEDURES**

Electrolux will perform routine site inspections consisting of visual observations related to the use of the

property consistent with the *Restrictive Covenant*, along with the engineering and institutional controls installed to eliminate potential exposure to any residual soil and/or groundwater impacts. Whereas it is likely that more frequent inspections will occur, a minimum of one formal inspection per year will be performed. The annual inspection will take place between April and June. The inspections will focus on site use, the integrity of the soil cover, and condition of the site monitoring wells:

Erosion – The approximately 2 to 7-foot thick soil cover will be inspected for signs of erosion when the ground is not frozen. Washouts will be repaired as soon as possible after they are identified. Restoration of the soil cover will be performed during the growing season.

Vegetative Cover – The vegetative cover will be inspected for adequacy. Maintenance of the vegetative cover will include periodic mowing, reseeding and fertilizing as necessary.

Groundwater Monitoring Wells – The condition of monitoring well protective casings, locks, and caps will be checked annually, when the wells are sampled in accordance with the provisions set out in the *NFA Report*. If a well casing is moved or damaged, or is deemed to potentially yield non-representative samples, it will be repaired and replaced. If DEQ approves of discontinued monitoring of any given monitoring well, Electrolux will appropriately abandon the well(s).

Photographs will be taken during each inspection to document the condition of the site and specified items of interest. The inspector will photograph any areas of concern before and after implementing any required corrective actions. This will include any actions associated with relocation or reuse of soil.

### **3.0 REPORTING REQUIREMENTS & METHODS**

Annual inspections of the site will commence during the first April-June period following the effective date of the Postclosure Agreement.

Copies of all *Inspection Logs* (including photographs) deemed appropriate to document compliance with the *O&M Plan* will be maintained by Electrolux, future owners, or their assignees.

A *Record of Corrective Action or Soil Reuse Form* (or similar), as provided as Attachment 2, will be used to report any activities that extend beyond routine inspection tasks. Such reports will include descriptions and photographs taken during implementation of any maintenance to engineering controls, other necessary corrective actions, and/or work involving soil relocation/reuse at the site.

The annual *Inspection Logs* and corrective action reports will be maintained by the following individuals or their designees:

<b>Entity</b>	<b>Electrolux</b>	<b>Consultant</b>
<b>Address:</b>	Assistant General Counsel Electrolux North America, Inc. 10200 David Taylor Drive Charlotte, NC 28262	Golder Associates 15851 South US 27, Suite 50 Lansing, MI 48906
<b>Contact:</b>	Andrew Stienecker	Brad Johnson, Ph.D.
<b>Telephone:</b>	980-236-2848	517-482-2262
<b>Email:</b>	Andrew.Stienecker@electrolux.com	Brad_johnson@golder.com

All inspection and corrective action documents will be maintained in electronic formats and provided to MDEQ annually as per the *Post-Closure Agreement*.

**ATTACHMENT 1**

**FACILITY INSPECTION LOG**

Electrolux Home Products, Inc.

100 East Main Street, Belding, Michigan

<i>Engineering, Security, and Other Site Observations</i>			
<i>Inspector Name:</i>		<i>Inspection Date:</i>	
<i>Inspector Signature:</i>		<i>Inspection Time: (24-hr time)</i>	
<i>Weather Conditions:</i>			
<i>Problem Item # (see below)</i>	<i>Potential Problem Location</i>	<i>Description</i>	<i>Date that Record of Response Action Form was signed*</i>
<i>No potential problems identified (Inspector Initials, if applicable)</i>			
<i>Identify Inspected Areas (where no potential problems were identified):</i>			

*\* If Applicable*

<i>#</i>	<i>Potential Problem Item</i>
1	30-inch Gravel/Cover
2	Soil beneath 30-inch cover
3	Fence/Locks/Security

**ATTACHMENT 2**

**RECORD OF CORRECTIVE ACTION OR SOIL REUSE FORM**

**Electrolux Home Products, Inc.**

**100 East Main Street, Belding, Michigan**

WORK LOCATION: \_\_\_\_\_

DESCRIPTION OF WORK: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

QUANTITY OF MATERIALS: \_\_\_\_\_

\_\_\_\_\_

PERSONAL PROTECTIVE EQUIPMENT (if applicable): \_\_\_\_\_

WORK PERFORMED BY: *(Contractor Name)*

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

START DATE: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

DESIGNATED INSPECTOR: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE SIGNED (inspected): \_\_\_\_\_

Attachment D

FAM

# Citibank, N.A.

DATE : MAY 08, 2015

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 69604121

**ISSUING BANK:**

CITIBANK, N.A.,  
C/O ITS SERVICER CITICORP NORTH AMERICA, INC.  
3800 CITIBANK CENTER, BUILDING B 3RD FLOOR  
TAMPA, FL 33610  
PHONE: +1 866-945-6284

**BENEFICIARY:**

BOB WAGNER  
REMEDATION AND REDEVELOPMENT DIVISION  
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
P.O. BOX 30426  
LANSING, MICHIGAN 48909-7926  
FEDERAL TAX IDENTIFICATION NO. 38-6000134 (STATE OF MICHIGAN)

**APPLICANT:**

ELECTROLUX HOME PRODUCTS, INC.  
10200 DAVID TAYLOR DR.  
CHARLOTTE, NC 28262

AMOUNT: USD 24,000.00 (TWENTY FOUR THOUSAND AND 00/100 UNITED STATES DOLLARS)

EXPIRY DATE: MAY 8, 2016 OR ANY EXTENDED EXPIRY DATE

DEAR MR. WAGNER:

SUBJECT: FORMER WHILE CONSOLIDATED INDUSTRIES - BELDING SITE FACILITY ID NO.: 34000083

1. WE, CITIBANK, N.A., C/O ITS SERVICER CITICORP NORTH AMERICA, INC., 3800 CITIBANK CENTER, BUILDING B 3RD FLOOR, TAMPA, FL 33610, HEREBY ISSUE THIS IRREVOCABLE LETTER OF CREDIT NO. 69604121 (LOC) IN FAVOR OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ) ON BEHALF OF ELECTROLUX HOME PRODUCTS, INC. (DESIGNATED PARTY) FOR THE SUM OF USD 24,000.00 (TWENTY FOUR THOUSAND AND 00/100 UNITED STATES DOLLARS), EFFECTIVE IMMEDIATELY, AVAILABLE AGAINST THE MDEQ DRAFT(S) AT SIGHT DRAWN ON OUR INSTITUTION AND BEARING THE CLAUSE "DRAWN UNDER CITIBANK, N.A., IRREVOCABLE STANDBY LETTER OF CREDIT NO. 69604121 DATED MAY 8, 2015" AND SIGNED BY THE MDEQ AUTHORIZED REPRESENTATIVE. WE ARE A BANK OR FINANCIAL INSTITUTION THAT HAS THE AUTHORITY TO ISSUE LOCs. OUR OPERATION IS REGULATED AND EXAMINED BY THE OFFICE OF COMPTROLLER OF THE CURRENCY.

2. THE PURPOSE OF THIS LOC IS TO PROVIDE FINANCIAL ASSURANCE TO THE MDEQ FOR MONITORING, OPERATION AND MAINTENANCE, OVERSIGHT, AND OTHER COSTS DETERMINED TO BE NECESSARY BY THE MDEQ TO ASSURE THE EFFECTIVENESS AND INTEGRITY OF THE REMEDIAL ACTION DOCUMENTED IN THE NO FURTHER ACTION (NFA) REPORT SUBMITTED BY THE DESIGNATED PARTY DATED FEBRUARY 2015.

## Citibank, N.A.

3. THIS LOC IS EFFECTIVE AS OF MAY 8, 2015, AND SHALL EXPIRE ON MAY 8, 2016, BUT SUCH LOC SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF AT LEAST ONE YEAR EACH AND EVERY SUBSEQUENT YEAR UNLESS, NOT LESS THAN ONE HUNDRED AND TWENTY (120) DAYS BEFORE THE EXTENDED EXPIRATION DATE INDICATED ABOVE, WE NOTIFY THE DESIGNATED PARTY AND THE MDEQ AUTHORIZED REPRESENTATIVE BY CERTIFIED MAIL OR BY OVERNIGHT COURIER THAT WE ELECT NOT TO CONSIDER THIS CREDIT TO BE RENEWED FOR AN ADDITIONAL TWELVE (12) MONTH PERIOD. WE AGREE THAT THE ONE HUNDRED AND TWENTY (120) DAY PERIOD SHALL BEGIN ON THE DATE WHEN BOTH THE DESIGNATED PARTY AND THE MDEQ AUTHORIZED REPRESENTATIVE HAVE RECEIVED THE NOTICE, AS EVIDENCED BY THE RETURN CERTIFIED MAIL RECEIPTS. AFTER THE EXPIRATION DATE THEN IN EFFECT, PURSUANT TO THE ONE HUNDRED AND TWENTY (120) DAY NOTICE, THIS LETTER OF CREDIT BECOMES NULL AND VOID IRRESPECTIVE OF WHETHER OR NOT THE ORIGINAL LETTER OF CREDIT IS RETURNED TO THE BANK FOR CANCELLATION. CONSEQUENTLY, ANY DEMAND UNDER THIS LETTER OF CREDIT MUST BE RECEIVED BY THE BANK ON OR BEFORE THE RELEVANT EXPIRATION DATE SET FORTH BY THE ONE HUNDRED AND TWENTY (120) DAY NOTICE.

4. THE MDEQ AUTHORIZED REPRESENTATIVE MAY MAKE COMPLETE OR PARTIAL DRAWING(S) ON THIS LOC. WHEN MAKING A PARTIAL DRAWING, THE MDEQ AUTHORIZED REPRESENTATIVE MUST SUBMIT THE ORIGINAL LOC TO US TOGETHER WITH ANY DRAWINGS HEREUNDER FOR OUR ENDORSEMENT OF ANY PAYMENTS EFFECTED BY US AND/OR FOR CANCELLATION.

IF, WITHIN NINETY (90) DAYS OF BOTH THE DESIGNATED PARTY AND THE MDEQ AUTHORIZED REPRESENTATIVE'S RECEIPT OF A NOTICE FROM US THAT WE HAVE DECIDED NOT TO EXTEND THE LOC BEYOND ITS CURRENT EXPIRATION DATE; THE DESIGNATED PARTY FAILS TO MAKE ARRANGEMENTS WITH US TO PROVIDE THE MDEQ AUTHORIZED REPRESENTATIVE WITH AN EXTENSION OF THE CURRENT EXPIRATION DATE OF THIS LOC OR WITH AN ACCEPTABLE REPLACEMENT LOC; OR FAILS TO MAKE ARRANGEMENTS FOR ANOTHER TYPE OF FINANCIAL ASSURANCE MECHANISM ACCEPTABLE TO THE MDEQ AUTHORIZED REPRESENTATIVE, THE MDEQ AUTHORIZED REPRESENTATIVE MAY MAKE DRAWING FOR AVAILABLE AMOUNT UNDER THIS LOC BY PRESENTMENT OF SIGHT DRAFT ACCOMPANIED BY MDEQ'S WRITTEN STATEMENT STATING:

"WE HEREBY CERTIFY THAT WE RECEIVED A NOTICE OF NON-RENEWAL OF EXPIRY DATE OF LETTER OF CREDIT NO. 69604121, ISSUED BY CITIBANK, N.A. AND SUBSTITUTE LETTER OF CREDIT OR SECURITY HAS NOT BEEN PROVIDED."

ALSO MDEQ MAY DRAW UNDER THIS LETTER OF CREDIT BY PRESENTMENT OF SIGHT DRAFT ACCOMPANIED BY WRITTEN STATEMENT STATING EITHER:

(A) "DESIGNATED PARTY DID NOT PROVIDE FOR MONITORING, OPERATION, AND MAINTENANCE, OR OTHER COSTS DETERMINED TO BE NECESSARY BY THE MDEQ TO ASSURE THE EFFECTIVENESS AND INTEGRITY OF THE REMEDIAL ACTION AS DOCUMENTED IN THE NFA REPORT; AND THE MDEQ, AFTER PROVIDING A THIRTY (30) DAY NOTICE TO THE DESIGNATED PARTY, IMPLEMENTS RESPONSE ACTIVITIES, THE MDEQ AUTHORIZED REPRESENTATIVE IS DRAWING ON THE LOC TO REIMBURSE THE MDEQ FOR ITS COSTS." OR

(B) "THE DESIGNATED PARTY DID NOT REIMBURSE THE MDEQ WITHIN THIRTY (30) DAYS OF THE DESIGNATED PARTY'S RECEIPT OF A SUMMARY OF COSTS FROM THE MDEQ, THE MDEQ AUTHORIZED REPRESENTATIVE IS DRAWING ON THE LOC FOR THE AMOUNT OF COSTS THE DESIGNATED PARTY OWES THE MDEQ."

Citibank, N.A.

5. THIS LOC IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600) AND THE MICHIGAN UNIFORM COMMERCIAL CODE, WHERE APPLICABLE. WHERE CONFLICTS EXIST BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND THE MICHIGAN UNIFORM COMMERCIAL CODE, THE MICHIGAN UNIFORM COMMERCIAL CODE SHALL CONTROL.

6. WE SHALL HONOR DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LOC AND THESE DRAFTS SHALL BE DULY HONORED UPON PRESENTATION IF PRESENTED ON OR AFTER MAY 8, 2015, AND ON OR BEFORE MAY 8, 2016, OR BY ANY AUTOMATICALLY EXTENDED DATE AS PROVIDED FOR IN PARAGRAPH 3 OF THIS LOC. THE AMOUNT OF EACH DRAFT WILL BE ENDORSED BY US ON THE REVERSE OF THIS LOC.

7. WE CERTIFY THAT THE WORDING OF THIS LOC IS BASED ON THE WORDING PROVIDED BY THE MDEQ AUTHORIZED REPRESENTATIVE AS OF THE DATE SHOWN IMMEDIATELY BELOW.

ALL PARTIES TO THIS LETTER OF CREDIT ARE ADVISED THAT THE U.S. GOVERNMENT HAS IN PLACE CERTAIN SANCTIONS AGAINST CERTAIN COUNTRIES, INDIVIDUALS, ENTITIES, AND VESSELS. CITIGROUP ENTITIES, INCLUDING BRANCHES AND, IN CERTAIN CIRCUMSTANCES, SUBSIDIARIES, ARE/WILL BE PROHIBITED FROM ENGAGING IN TRANSACTIONS OR OTHER ACTIVITIES WITHIN THE SCOPE OF APPLICABLE SANCTIONS.



AUTHORIZED SIGNATURE(S).  
CITIBANK, N.A.

Attachment E

Mixing Zone Criteria Authorization



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
GRAND RAPIDS DISTRICT OFFICE



DAN WYANT  
DIRECTOR

December 4, 2014

Mr. Douglas Arnold  
Alston and Bird LLP  
1201 West Peachtree Street  
Atlanta, Georgia 30309-3424

Dear Mr. Arnold:

SUBJECT: Request for Mixing Zone-Based GSI Criteria  
Electrolux-Belding Products, 100 East Main Street, Belding,  
Ionia County, Michigan  
Site ID #: 3400083

The following mixing zone based GSI criteria has been developed for the above facility:

**Table 1.** The concentration of vinyl chloride at the GSI per data provided from the October 1, 2014, mixing zone request memo. The acute and chronic (FCV) limits are those values which, if exceeded, will result in a violation of surface water quality standards at the GSI (FAV) or within the mixing zone of the receiving stream (chronic values). All values are expressed as ug/L.

Chemical Parameter	Concentration at the GSI	Acute limit (FAV)	Chronic limit (FCV)
Vinyl Chloride	590 ug/L	17,000	2,400

If authorization with this discharge is obtained, compliance with mixing zone-based GSI criteria which are shown as chronic limits above may be established by a statistical evaluation of the data, if the evaluation is part of a department-approved monitoring plan. Compliance with mixing zone-based GSI criteria that are shown as acute limits above must be demonstrated on a point-by-point basis. Where both chronic and acute GSI criteria have been developed, compliance with both must be demonstrated.

To obtain authorization of this discharge in compliance with mixing zone-based criteria the No Further Action Report shall include a request for authorization of the venting groundwater discharge that exceeds generic criteria. The No Further Action Report shall include monitoring information to determine whether the discharge of venting groundwater complies with the requirements of Part 31 of the Act and Rules promulgated under Part 31 of the Act. The information shall be submitted with a certification statement and the signature of an appropriate person. The certification statement shall state "I certify under penalty of law that I have personally examined and am familiar with the information submitted in this request and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information."

As part of the Michigan Department of Environmental Quality's approval of the No Further Action Report the legally enforceable agreement will include specific language to address the authorization of the discharge.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul J. Knoerr", written over a faint circular stamp or watermark.

Paul J. Knoerr  
Environmental Quality Analyst  
Grand Rapids District Office  
Remediation and Redevelopment Division  
616-356-0624

cc: Mr. Bradley Johnson, Golder Associates  
Mr. David O'Donnell, MDEQ