

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

In the Matter of:

MDEQ Reference No. AOC-RRD-06-007

Six Star Investments, LLC  
For the Stan's Trucking Landfill Facility  
Site ID No. 63000062

ADMINISTRATIVE AGREEMENT BY CONSENT  
FOR RELEASE OF LIEN

A. This Administrative Agreement by Consent for Release of Lien (Agreement) is entered into voluntarily by and between the Michigan Department of Environmental Quality (MDEQ) and Six Star Investments, LLC (Six Star). This Agreement concerns the release of a certain lien recorded on the Stan's Trucking Landfill Facility property located on School Road, Rochester Hills, Oakland County, Michigan (Property), under the provisions of Section 20138(1) of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), recorded on the Property on March 12, 2001. The Property is legally described in the MDEQ's lien, which is included as Attachment 1 (MDEQ's Lien Placement).

B. This Agreement shall apply to and be binding upon Six Star and the MDEQ and their successors and assigns. No change in legal status shall in any way alter the Parties' respective responsibilities under this Agreement. The signatories to this Agreement certify that they are authorized to execute and legally bind the parties they represent.

The MDEQ and Six Star hereby agree to the following:

1. No later than two (2) years after the effective date of this Agreement, Six Star shall make a payment to the MDEQ in the amount of One Hundred Fifty Thousand Dollars (\$150,000) to release the MDEQ Lien. If the payment is not received by the MDEQ within two (2) years of the effective date of this Agreement, this Agreement shall be null and void, except for Paragraph 5, which shall remain in full force and effect for an additional ninety (90) days.

2. Payment is to be made by certified check payable to the "State of Michigan - Environmental Response Fund" and sent to:

Revenue Control Unit  
Financial and Business Services Division  
Michigan Department of Environmental Quality  
P.O. Box 30657  
Lansing, MI 48909-8157

Via Courier:

Revenue Control Unit  
Financial and Business Services Division  
Michigan Department of Environmental Quality  
Constitution Hall, 5<sup>th</sup> Floor, South Tower  
525 West Allegan Street  
Lansing, MI 48933-2125

The certified check shall reference the Stan's Trucking Landfill Facility, the Remediation and Redevelopment Division Project No. 453543, and MDEQ Reference No. AOC-RRD-06-007. In addition, copies of the transmittal letter and the certified check should also be sent to:

Ms. Jacqueline Barnett  
Compliance and Enforcement Section  
Remediation and Redevelopment Division  
Michigan Department of Environmental Quality  
P.O. Box 30426  
Lansing, MI 48909-7926

3. No later than two weeks from the date the MDEQ has received the payment described in Paragraph 1 and the easement provided in Attachment 2 signed by the current property owner, the MDEQ shall submit a Lien Release (and the signed easement) to the Oakland County Register of Deeds for recording in order to release the MDEQ Lien. The MDEQ shall provide Six Star with a copy of the Lien Release and any transmittal letter by mailing such documents to the following address:

Mr. Kenneth G. Frantz  
Simon, Galasso & Frantz, PLC  
363 West Big Beaver Road, Suite 300  
Troy, MI 48084

4. Within sixty (60) days of the effective date of this Agreement, the MDEQ shall prepare a Site Summary based on information available in the MDEQ's file that describes the environmental conditions known to the MDEQ at the Stan's Trucking Landfill Facility. A copy of

the Site Summary shall be provided in writing by Six Star to any future interest holder in the property who acquires their interest from Six Star. A copy of Six Star's transmittal letter with the Site Summary and proof of service to the future interest holder, shall also be provided to the MDEQ. Nothing in this paragraph affects Six Star's obligation to meet the requirements of Section 20116 of the NREPA.

5. The MDEQ agrees to waive any statute of limitations or other legal restrictions that limit Six Star's ability to assert its legal rights to challenge the validity of the lien for a two-year period beginning on the effective date of this Agreement if the lien payment is not received by the DEQ by the end of the two-year period. Six Star agrees to waive any statute of limitations under any applicable law for a period of two years and ninety (90) days beginning on the effective date of the Agreement. Six Star acknowledges that the MDEQ reserves all its rights with respect to the lien pursuant to Part 201, and Six Star also agrees that it will not pursue any legal action challenging the MDEQ's lien after Six Star makes the payment agreed upon under the terms described herein.

6. The MDEQ reserves its rights to enforce the provisions of Part 201, including recording a new lien on Six Star's property if Six Star is found to be liable under Part 201, exacerbates the existing contamination, or fails to comply with the disclosure requirements under Sections 20116 and 20126(1)(c)(ii) of the NREPA.

7. Costs reimbursed pursuant to this Agreement shall be deposited in the Environmental Response Fund in accordance with the provisions of Section 20108(3) of the NREPA.

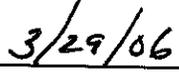
8. This Agreement shall become effective upon the date the last signatory signs this Agreement. For the purposes of this Agreement, the term "day" shall mean a calendar day unless otherwise noted.

MDEQ Reference No. AOC-RRD-06-007  
Six Star Investments, LLC  
For the Star's Trucking Landfill Facility

IT IS SO AGREED TO BY:

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

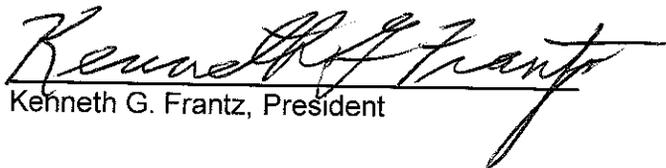
  
\_\_\_\_\_  
Andrew W. Hogarth, Chief  
Remediation and Redevelopment Division

  
\_\_\_\_\_  
Date

MDEQ Reference No. AOC-RRD-06-007  
Six Star Investments, LLC  
For the Stan's Trucking Facility

IT IS SO AGREED TO BY:

Six Star Investments, LLC  
Simon, Galasso & Frantz, PLC  
363 West Big Beaver Road, Suite 300  
Troy, Michigan 48084

  
Kenneth G. Frantz, President

  
Date

Attachment 1

MDEQ's Lien Placement  
Recorded March 12, 2001

CIN

LIBER 22458 PC 674

60961

LIBER 22458 PAGE 674  
\$9.00 MISC RECORDING  
\$2.00 REMONUMENTATION  
03/12/2001 02:18:31 P.M. RECEIPT# 15016  
PAID RECORDED - OAKLAND COUNTY  
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

LIEN PLACEMENT

First Party: State of Michigan  
Department of Environmental Quality  
P.O. Box 30426  
Lansing, Michigan 48909-7926

Second Parties: Stan's Trucking Company, Inc.  
47591 Ryan Road  
Utica, Michigan 48087

Thomas Kaszubski  
2423 Dorchester Drive, North, Apt. 103  
Troy, Michigan 48084-3762

Sharon and Anthony Vadalabene  
2423 Dorchester Drive, North, Apt. 103  
Troy, Michigan 48084-3762

B&B Group LLP  
43175 Woodward Avenue  
Bloomfield, MI 48302-0575

Site No.: 630062  
District: SE MI

NOTICE OF CLAIM OF INTEREST IN REAL PROPERTY

Notice is hereby given that the State of Michigan claims an interest by reason of assessment(s) listed below, issued by the Department of Environmental Quality (DEQ) under Section 20138(1) of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, MCL 324.20101 et seq, against the following property situated in the City of Rochester Hills, County of Oakland, State of Michigan, legally described as:

# T3N, R11E, SEC 24, E 1/2 of SW 1/4 EXC BEG AT S 1/4 COR, TH N 89°21'00" W 1325.12 FT, TH N 00°15'20" E 656.59 FT, TH S 88°08'40" E 1326.45 FT, TH S 00°20'20" W 628.72 FT TO BEG, ALSO EXC BEG AT PT DIST N 00°11'04" W 2766.95 FT & N 87°44'46" W 786.17 FT FROM S 1/4 COR, TH SWLY 830 FT ALG CEN LINE OF HONEYWELL DRAIN, TH N 87°44'66" W 23 FT TO TRAVERSE POINT 'A', SD POINT 'A' LOCATED DIST N 87°44'46" W 53.00 FT & S 52°09'55" W 165.28 FT & S 03°07'16" W 140.85 FT & S 23°28'06" W 196.70 FT & S 50°05'19" W 189.63 FT & S 09°58'51" W 75.75 FT ALG TRAVERSE LINE FROM PT OF BEG, TH N 87°44'46" W 124.32 FT, TH N 00°11'24" W 217.76 FT, TH N 00°05'52" W 415.79 FT, TH S 87°44'46" E 554.16 FT ALG E & W 1/4 LINE TO BEG, ALSO EXC ALL THAT PART OF N43 FT OF E 1/2 OF SW 1/4 WHICH LIES E OF CEN LINE OF HONEYWELL DRAIN, ALSO EXC S 10 FT OF N 53 FT OF E 1/2 OF SW 1/4 WHICH LIES W OF LINE 30 FT E OF & MEAS AT RIGHT ANG & PARA TO CEN LINE OF HONEYWELL DRAIN. 59.17A

2P  
R  
photo

15-24-326-008

Document Date	Assessment Number	Amount
3/8/2001	03-01-630062-64	\$1,104,815.01

Therefore, pursuant to Part 201 of NREPA, the above-listed amount, which is an estimate of the State's costs, is a lawful claim against the real property, in favor of the State of Michigan, DEQ, Environmental Response Division (ERD), upon the above-described property situated in Oakland County, State of Michigan. The amount of reimbursement may

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Assessment Number 03-01-630062-64

be more than the estimate, and will be based upon actual costs, including any and all interest as authorized to be recovered under state and federal law, calculated at the time of reimbursement.

STATE OF MICHIGAN, DEPARTMENT OF ENVIRONMENTAL QUALITY

*Andrew W. Hogarth*

Andrew W. Hogarth, Assistant Division Chief, Environmental Response Division  
Acting on Behalf of  
Alan J. Howard, Chief, Environmental Response Division

*Jane M. Permoda*

Witness Jane M. Permoda

*Joan Capel*

Witness Joan Capel

STATE OF MICHIGAN, COUNTY OF INGHAM

The foregoing instrument was acknowledged before me this 12th day of March, 2001 by Andrew W. Hogarth, Assistant Chief of the ERD, DEQ, an authorized representative, on behalf of the DEQ.

Prepared by: Jacqueline Barnett  
*Rtn to:* DEQ, ERD  
P.O. Box 30426  
Lansing, Michigan 48909-7926

*Linda Sherron Daniel*

Notary Public

LINDA SHERRON DANIEL  
Notary Public, Ingham Co., MI  
My Comm. Expires Jan. 2, 2002

Attachment 2

Grant of Easement

GRANT OF EASEMENT

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY

Pursuant to their obligations under the Administrative Agreement by Consent for Release of Lien, MDEQ Reference No. AOC-RRD-06-007, and no other consideration, the GRANTOR,

Six Star Investments, LLC  
c/o Simon, Glasso & Frantz  
363 West Big Beaver Road, Suite 300  
Troy, Michigan 48084

does hereby grant, convey, and release to the GRANTEE,

State of Michigan  
Department of Environmental Quality  
P.O. Box 30426  
Lansing, Michigan 48909-7926

an EASEMENT IN GROSS, the purpose being for the performance of necessary response activities at the Stan's Trucking Landfill Facility (Facility), for the property identified in Attachment A. All or portions of the Facility, which includes all or portions of the property subject to this Grant of Easement (Easement) identified in Attachment A, is a site of environmental contamination (a "facility" as defined by Part 201, Environmental Remediation, (Part 201), of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101, *et seq.*, and, or, Part 213, Leaking Underground Storage Tanks (Part 213) of the NREPA, MCL 324.20113, *et seq.*).

As used herein, the term "Grantor" means at any given time during the existence of this Easement the then current title holder of all or any portion of the property identified in Attachment. The term "Grantee," as used herein, means the Department of Environmental Quality (DEQ), its successors and assigns. The term "Grantee Parties," as used herein, means the Grantee and its agents, and employees.

This Easement provides for access to the property and for the implementation of response activities at the property by the Grantee Parties acting under authority set forth in Sections 20117 and 20118 of the NREPA. The anticipated response activities include, but are not limited to, remedial investigation; installation, operation, inspection, maintenance, repair, and replacement of one or more methane collection and treatment systems, free product recovery systems and groundwater treatment facilities; the evaluation and potential removal, treatment or exposure control related to abandoned hazardous substances, or to vapor, soil, surface water, or sediments contaminated by hazardous substances.

Pursuant to this Easement, full right and authority is provided to the GRANTEE PARTIES to enter at all times upon said premises for the purpose of performing response activities, subject to the following conditions:

- (1) Grantee accepts this Easement subject to all prior valid and recorded easements, permits, licenses, leases, or other rights existing or pending at the time of the issuance of this Easement, which may have been granted on said land.
- (2) Grantee Parties, to the fullest extent practicable, shall limit intrusive activities on said land to those areas of contamination subject to response activities pursuant to state law.
- (3) In granting this Easement, Grantor accepts no liability for the actions of the Grantee Parties and accepts no liability for injury or mishap sustained or caused by the Grantee Parties unless attributable to Grantor's actions, negligence or violation of the law.
- (4) In granting this Easement, Grantor agrees not to interfere with, interrupt, change, or otherwise disturb any systems, equipment, or signs installed or utilized by Grantee Parties. Grantor also agrees not to use said land in a manner that increases the cost of response activities, or otherwise exacerbates the existing contamination located on the property. The term "exacerbation" as used in this Easement has the meaning as contained in Section 20101(1)(n) of the NREPA. The Grantor and any future owners subject to this Easement shall consult with the Grantee prior to performing any construction activities on the property, to ensure that this Easement and its purpose of supporting the effective implementation of the response activities by the Grantee Parties is not violated.
- (5) This Easement and the rights and obligations herein shall continue in full force and effect until such time as the response activities deemed necessary at the Facility by the Grantee have been completed. The Grantee, for itself, its successors and assigns, agrees to release and quit claim all rights secured under this Easement to the then owner upon completion of Grantee's response activities and upon request of the owner of said land showing a *prima facie* title to same. Such determination to release the Easement is in the sole discretion of the Grantee.
- (6) Pursuant to this Easement, Grantor agrees that in any lease entered into by the Grantor, concerning all or any portion of the property subject to this Easement, the Grantor will provide notice of this Easement to the lessee and shall assure that the lessee is bound to comply with this Easement by including its terms in the lease agreement.
- (7) The Grantor agrees to allow the Grantee Parties use of any existing utilities for use in conducting response activities at the Facility at the Grantee's expense. Such allowance for existing utilities shall continue until the response activities have been concluded, unless released sooner by the Grantee.

Unless otherwise stated herein, all terms used in this document, which are defined in Part 3, Definitions, of the NREPA, MCL 324.301 *et seq.*; Part 201 of the NREPA, MCL 324.20101 *et seq.*; or the Part 201 Administrative Rules (Part 201 Rules), 1990 AACS R 299.5101, *et seq.*, as amended by changes at 2002 Michigan Register 24 that became effective on December 21, 2002, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Rules.

Correspondence related to this Easement shall be made to the Grantee, Attention: Project Manager, Stan's Trucking Landfill Facility – Oakland County, Southeast Michigan District Office – Warren, DEQ Remediation and Redevelopment Division, 27700 Donald Court, Warren, Michigan 48092. Additionally, please reference the Six Star Investments, LLC parcel in any correspondence concerning the property subject to this Easement.



## ATTACHMENT A

The property subject to this Easement is located in the City of Rochester Hills, County of Oakland, State of Michigan and is more particularly described as follows:

T3N, R11E, SEC 24 E ½ OF SW ¼ EXC BEG AT S ¼ COR, TH N 89°21'00" W 1325.12 FT, TH N 00°15'20" E 656.59 FT, TH S 88°08'40" E 1326.45 FT, TH S 00°20'20" W 628.72 FT TO BEG, ALSO EXC BEG AT PT DIST N 00°11'04" W 2766.95 FT & N 87°44'46" FT W 786.17 FT FROM S ¼ COR, TH SWLY 830 FT ALG CEN LINE OF HONEYWELL DRAIN, TH N 87°44'66" W 23 FEET TO TRAVERSE POINT 'A', SD POINT 'A' LOCATED DIST N 87°44'46" W 53.00 FT & S 52°09'55" 165.28 FT & S 03° 07'16" W 140.85 FT & S 23°28'06" W 196.70 FT & S 50°05'19" W 189.63 FT & S 09°58'51" W 75.75 FT ALG TRAVERSE LINE FROM PT OF BEG, TH N 87°44'46" W 124.32 FT, TH N 00°11'24" W 217.76 FT, TH N 00°05'52" W 415.79 FT, TH S 87°44'46" E 554.16 FT ALG E & W ¼ LINE TO BEG, ALSO EXC ALL THAT PART OF N 43 FT OF E ½ OF SW ¼ WHICH LIES E OF CEN LINE OF HONEYWELL DRAIN, ALSO EXC S 10 FT OF N 53 FT OF E ½ OF SW ¼ WHICH LIES W OF LINE 30 FT E OF & MEAS AT RIGHT ANG & PARA TO CEN LINE OF HONEYWELL DRAIN. 59.17 A

70-15-24-326-008

8/16/90 COR L 11293 P 718