

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

In the Matter of:

Aziz Hussain
Amana Holdings, Inc.
9045 Vincent Street,
Hamtramck, Wayne County

MDEQ Reference No. AOC-RRD-16-003

Proceeding under Section 21323i of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.21301, *et seq.*

ADMINISTRATIVE AGREEMENT

This administrative agreement (the Agreement) is entered into voluntarily by and between the Department of Environmental Quality (DEQ) and Aziz Hussain and Amana Holdings, Inc. (the Respondents) to address a release of regulated substances at or from an underground storage tank system at or in the proximity of real property located at 9045 Vincent Street, Hamtramck, Wayne County, MDEQ Facility ID No. 00004432, MDEQ Site ID No. 82000179 (the Site), pursuant to Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.21301, *et seq.* (Part 213). The effective date of this Agreement is the date it is signed by the DEQ representative (hereinafter, Effective Date). All terms used in this Agreement that are defined in Part 213 shall have the same meaning herein.

Background

1. Aziz Hussain became the fee title holder of the Site on December 2, 2013, as provided in Attachment A, through a tax sale. On June 3, 2014, Aziz Hussain conveyed the Site by Quit Claim Deed to Amana Holdings, Inc. as provided in Attachment B. Aziz Hussain is part owner and President of Amana Holdings, Inc. The Respondents did not conduct and provide a Baseline Environmental Assessment (BEA) to the DEQ within the statutory timeframe provided in MCL 324.21323a(1)(b). The DEQ has determined that each is therefore liable as an owner under Part 213.

2. The Site is currently vacant. The Respondents intend to redevelop the property for use as a slaughterhouse. The Site was previously used for industrial purposes by Michigan Industrial Finishes Corporation.

3. On March 10, 1999, a confirmed release from an underground storage tank (UST) containing petroleum solvents was reported on behalf of a former owner of the Site, Vincent Properties, Inc. The Department of Licensing and Regulatory Affairs Corporate Entity Details Database indicates that Vincent Properties, Inc. automatically dissolved on July 15, 2013. The necessary corrective actions to remediate the release were not completed.

4. The DEQ performed an investigation of contamination at the site in 2014, and analytical results indicate exceedances of soil saturation screening levels, groundwater surface water interface protection criteria, direct contact criteria and vapor intrusion screening levels of xylenes at the Site.

5. The Site is a "Site" as defined in Part 213, MCL 324.21303(I).

6. The DEQ has spent and will continue to spend public funds performing corrective actions at the Site and will need access for this purpose. Additionally, a deteriorated building will need to be removed to excavate contaminated soils at the Site.

[This space left intentionally blank]

Agreement

7. The execution of this Agreement by Respondents is neither an admission or denial of liability with respect to any issue dealt with in this Agreement nor an admission or denial of any factual allegations or legal determinations stated or implied herein.

8. The Respondents agree jointly and severally to pay the DEQ twenty-five thousand dollars (\$25,000) in installments as follows:

- \$ 5,000 on or before December 31, 2016;
- \$ 5,000 on or before December 31, 2017;
- \$ 5,000 on or before December 31, 2018;
- \$ 5,000 on or before December 31, 2019; and
- \$ 5,000 on or before December 31, 2020.

Payment shall be made by certified check made payable to the “State of Michigan – Environmental Response Fund” and sent by first class mail to:

Michigan Department of Environmental Quality
Cashier's Office for the MDEQ
P.O. Box 30657
Lansing, Michigan 48909-8157

To ensure proper credit, the check should reference Settlement ID No. RRD50080 and MDEQ Reference No. AOC-RRD-16-003.

9. Amana Holdings, Inc. agrees to allow the DEQ to raze the former Production Building at the Site and acknowledges the structure will not be replaced. The Respondents agree not to assert any claim against the DEQ, its contractors, subcontractors, legal representatives, assigns, and insurers for any loss or damage with arising from or related to the former Production Building, the demolition of that structure, and the limited site restoration actions by DEQ as described in Paragraph 13 of this Agreement, except as provided for in Paragraph 20.

10. Amana Holdings, Inc. shall provide the DEQ and its officers, employees, agents, contractors, and/or authorized representatives, access to the Site solely for the purpose of performing corrective actions necessary to address Release No. C-0079-99 and for monitoring compliance with the covenants not to sue described in Paragraph 18.

11. The DEQ will use reasonable efforts to minimize any interference with the use of the Site. For the purposes of this paragraph, "reasonable efforts" does not mean taking actions that will result in material cost increases in the corrective actions being conducted by the DEQ.

12. The Respondents shall not remove, damage, or interfere with the monitoring wells or other equipment and supplies being used by the DEQ for the purpose of performing corrective actions.

13. Upon completion of corrective actions, the DEQ will remove all equipment installed for the corrective actions, and undertake reasonable efforts to restore to original condition any property, vegetation, and structures damaged by the DEQ, except as specified in Paragraph 9.

14. Amana Holdings, Inc. agrees to file a Restrictive Covenant with the Wayne County Register of Deeds in the form provided in Attachment C within ten (10) days of the DEQ's request that will include land or resource use restrictions to promote protection of public health, safety or welfare. The DEQ agrees to work with the Respondents to establish the appropriate land or resource use restrictions based on the environmental condition of the Site upon completion of corrective actions by the DEQ.

15. This Agreement does not constitute a warranty of any kind by the DEQ that the corrective actions performed will achieve remedial criteria established by law; assure protection of public health, safety or welfare, or the environment; or result in closure or cleanup of the Site.

16. Any lease, deed, contract or other agreement entered into by Amana Holdings, Inc. which transfers to another person a right of control over the Site or a portion of the Site shall contain a provision preserving full rights of the DEQ under this Agreement and obligating the transferee to comply with this Agreement. Additionally, Amana Holdings, Inc. shall comply with the notice provisions of MCL 324.21304d. Any change in ownership of the Site, or any change in corporate or legal status of the Respondents, shall not in any way alter the obligations of the Respondents under this Agreement. Amana Holdings, Inc. shall notify the DEQ of any change in ownership or ownership interest in the Site thirty (30) days prior to the change occurring.

17. Aziz Hussain and Amana Holdings, Inc. shall maintain and, upon the DEQ's request, submit documentation to the DEQ of the actions taken by that person to comply with the provisions of MCL 324.21304c.

18. In consideration for the obligations to which the Respondents have agreed under this Agreement, the State of Michigan hereby covenants not to sue or take administrative action against the Respondents, individually or collectively, to compel performance of corrective actions or to recover costs incurred by the DEQ for corrective actions as it relates to the Respondents' liability for not conducting and providing a BEA to the DEQ within the statutory timeframe provided in MCL 324.21323a(1)(b) for the Site. The DEQ reserves all rights with respect to any matter not covered by the covenant.

19. The covenant not to sue shall take effect upon the DEQ's receipt of full payment in accordance with Paragraph 8 of this Agreement and filing of the Restrictive Covenant by Amana Holdings Inc. referenced in Paragraph 14 with the Wayne County Register of Deeds. The covenant not to sue extends only to the Respondents and not to any other person or entity.

20. The Respondents hereby covenant not to sue or take any civil, judicial or administrative action against the State of Michigan, its agencies, or its authorized representatives, for any claims or causes of action against the State of Michigan that arise from this Agreement other than as permitted in MCL 324.21323a(5).

21. The Parties hereto reserve all of their rights and defenses to enforce this Agreement.

22. The State of Michigan reserves the right to take action against the Respondents if it is discovered at any time that any material information provided prior to or after entry of this Agreement was false or misleading.

23. Nothing in this Agreement shall limit the power and authority of the DEQ to direct or order all appropriate action to protect the public health, safety, or welfare, or the environment.

24. This Agreement in no way affects the Respondents' responsibility to comply with all applicable state, federal, or local laws and regulations.

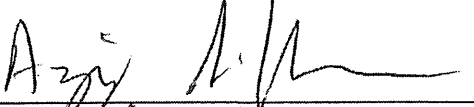
25. This Agreement may only be modified by written agreement of the parties, and may be enforced by filing an action in a court of competent jurisdiction.

26. This Agreement terminates upon notice to the Respondents by the DEQ, except the covenants not to sue in Paragraphs 18 and 20 shall survive.

[This space left intentionally blank]

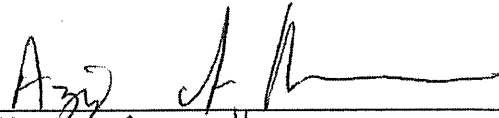
The signature of Aziz Hussain and Amana Holdings, Inc. indicate each person's agreement with this Agreement. By signing the Agreement, signatories certify that they are authorized to execute the Agreement on behalf of the respective entity. This Agreement is binding upon any successors of the aforementioned persons and entities and becomes effective on the date of the signature of the DEQ representative.

For Aziz Hussain:




Name Aziz Hussain
Address 2625 Holmes
H.T., M.I. 48212
Date 8/3/16

For Amana Holdings, Inc.:



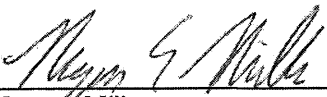
Name Aziz Hussain
Address 2625 Holmes
H.T., M.I. 48212
Date 8/3/16

For the DEQ:

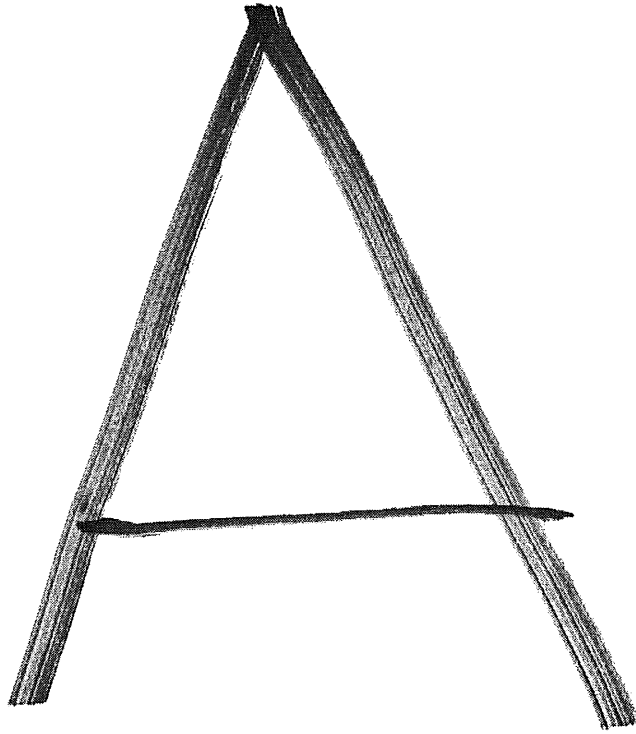


Robert Wagner, Division Chief
Remediation and Redevelopment Division
Michigan Department of Environmental Quality
Date 8/11/2016

Bill Schuette
Attorney General



Megan Miller
Assistant Attorney General
Date 8/10/16



**WAYNE COUNTY TREASURER
QUIT CLAIM DEED**

(Issued under Act 206 Public Act of 1893, as Amended by Act 123 of Public Acts of 1999)

Raymond J. Wojtowicz, Treasurer of the Charter County of Wayne, Michigan, hereinafter called the Grantor/Treasurer whose address is 400 Monroe, Suite 520, Detroit, Michigan 48226, by authority of Act 206 of Public Acts of 1893, as amended by Act 123 of Public Acts of 1999, as amended, conveys and quit claims to:

AZIZ HUSSAIN

hereinafter called the Grantee, whose address is:

2627 HOLMES HAMTRAMCK, MI 48212

the following

described premises located in the **CITY OF HAMTRAMCK, WAYNE COUNTY, MI**

Tax Parcel I.D. #: **41005990002000**

Legal Description:

THAT PT OF SAID FRAC SEC 20 T1S R12E DESC AS BEG N 00D 16M 30S E 725.59 FT FROM THE INT OF THE NLY LINE OF CHRISTOPHER AVE 50 FT WD AND WLY LINE OF VINCENT AVE 30 FT WD; TH N 89D 28M 45S W 359.29 FT - TH 142.78 FT ALONG A TANGENT CURVE TO THE RT; RAD 522.00 FT CHD BRG N 18D 21M 05S 142.34 FT - TH S 89D 28M 45S E 315.13 FT - TH S 00D 16M 30S W 135.50 FT - TO POB 1.06 AC; ALSO THAT PT OF SAID FRAC SEC 20 DESC AS BEG N 00D 16M 30S E 861.09 FT FROM THE INT OF THE NLY LINE OF CHRISTOPHER AVE 50.00 FT WD AND WLY LINE OF VINCENT AVE 30.00 FT WD; TH N 89D 28M 45S W 315.13 FT - TH 54.41 FT ALONG A TANGENT CURVE TO THE RT; RAD 522.00 FT CHD BRG N 28D 25M 15S E - TH N 30D 27M 55S E 101.50 FT - TH S 89D 28M 45S E 268.45 FT - TH S 00D 16M 30S W 101.50 FT - N 89D 28M 45S W 30.00 FT - TH S 00D 16M 30S W 34.50 FT - TO POB EXC NLY 25 FT

Commonly known as: **9045 VINCENT HAMTRAMCK, MI 48212**

For the full consideration of **\$43,000.00** Dollars.

Date: **December 2, 2013**

Pursuant to the provisions of Section 78k(5)(c) and 78k(5)(e) parcels are subject to visible or recorded easements and rights of way, private deed restrictions; building restrictions of record; all future installments of special assessments and liens recorded by the State or the foreclosing governmental unit or restrictions or other governmental interests imposed pursuant to the Natural Resources and Environmental Protection Act being Public Act 451 of 1994. This conveyance is exempt from taxes pursuant to MCL 207.505(h)(1) and MCL 207.526(h)(1).

Declaration of Conditions Subsequent. This Declaration is made to give record notice of the conditions subsequent to the sale of the Property by imposition of the following restrictions on the sale to the Property:

- A. That Grantee or any subsequent Purchaser/Assignee shall pay when due, the taxes on the Property for the two tax years (2014 & 2015) following the date of the deed, and all tax obligations for 2013.
- B. That Grantee or subsequent Purchaser/Assignee shall either demolish the property within six months following the date of the deed or maintain and secure the Property for two years following the date of the deed from Grantor/Treasurer in accordance with local building, health and public safety ordinances.
- C. That failure of the Grantee or subsequent Purchaser/Assignee to comply with previous clauses A and/or B or to cure the default within 30 days of written notice may result in a reversion of the title of the Property to the Grantor/Treasurer or assigned to the State of Michigan, County of Wayne, City, or Township where the property is located, at the discretion of the Grantor/Treasurer. The right of reversion of title shall reinstate fee simple absolute title to the Grantor/Treasurer or to Treasurer's assignee within 30 days of failure to cure default, unless extended by the Treasurer at his sole discretion. Written notice of default and failure to cure default addressed to the Grantee and mailed to the Grantee's address as written on the deed shall be notice to any subsequent Purchaser/Assignee, unless a copy of the Property Transfer Affidavit (PTA) that was filed with the local Assessor and which includes any change of mailing address is hand delivered to and signed as received by said Grantor/Treasurer, or his designated representative.

In Witness Whereof the Grantor, has signed and affixed the seal of the Wayne County Treasurer the day and year first above written.



Raymond J. Wojtowicz

Raymond J. Wojtowicz
Wayne County Treasurer

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 2 day of December, 2013 by Raymond J. Wojtowicz, Wayne County Treasurer.

**FELECIA ANN TYLER
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jul 20, 2018
ACTING IN COUNTY OF Wayne**

Felecia A. Tyler
Notary Public, Wayne County Michigan

Prepared by Wayne County Treasurer
400 Monroe Street, Detroit, Michigan 48226

When recorded return to: Grantor
Send subsequent tax bills to: Grantee

B

2014 JUN -4 AM 8:45

Quitclaim Deed



KNOW ALL MEN BY THESE PRESENTS THAT:

Aziz Hussain, a single person, of 2627 Holmes Street, Hamtramck MI 48212, (the "Grantor"), conveys and Quit Claims to Amana Holdings, Inc., a Michigan corporation, whose tax mailing address is 2627 Holmes Street, Hamtramck MI 48212, (the "Grantee"), the following described premises situated in the County of Wayne and State of Michigan located at:

9045 Vincent Street, Hamtramck MI 48212

Tax Parcel I.D.: 41 005 99 0002 000

Legal Description:

THAT PT OF SAID FRAC SEC 20 T1S R12E DESC AS BEG N 00D 16M 30S E 725.59 FT FROM THE INT OF THE NLY LINE OF CHRISTOPHER AVE 50 FT WD AND WLY LINE OF VINCENT AVE 30 FT WD; TH N 89D 28M 45S W 359.29 FT - TH 142.78 FT ALONG A TANGENT CURVE TO THE RT; RAD 522.00 FT CHD BRG N 18D 21M 05S 142.34 FT - TH S 89D 28M 45S E 315.13 FT - TH S 00D 16M 30S W 135.50 FT - TO POB 1.06 AC; ALSO THAT PT OF SAID FRAC SEC 20 DESC AS BEG N 00D 16M 30S E 861.09 FT FROM THE INT OF THE NLY LINE OF CHRISTOPHER AVE 50.00 FT WD AND WLY LINE OF VINCENT AVE 30.00 FT WD; TH N 89D 28M 45S W 315.13 FT - TH 54.41 FT ALONG A TANGENT CURVE TO THE RT; RAD 522.00 FT CHD BRG N 28D 25M 15S E - TH N 30D 27M 55S E 101.50 FT - TH S 89D 28M 45S E. 268.45 FT - TH S 00D 16M 30S W 101.50 FT - N 89D 28M 45S W 30.00 FT - TH S 00D 16M 30S W 34.50 FT - TO POB EXC NLY 25 FT.

This deed conveys all the right, title, interest and claim which the Grantor has in and to the described parcel of land, subject to any and all easements and building and use restriction of record, for the sum of \$1, the receipt of which is hereby acknowledged.

The Grantor declares the property transfer is exempt from tax pursuant to MCL 207.505^{(a)(4)} and MCL 207.526^{(a)(4)}.
A.H. A.H.

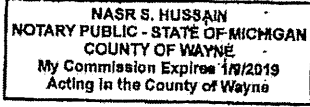
Grantor Signature: Aziz Hussain (Aziz Hussain)

STATE OF MICHIGAN

COUNTY OF WAYNE

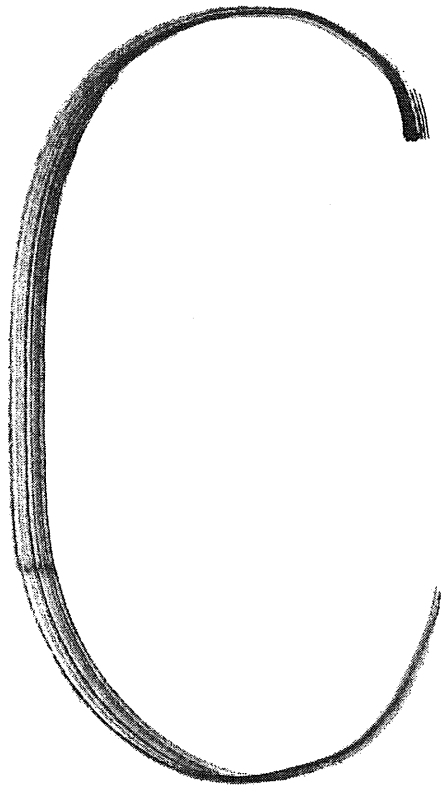
I Nasr Hussain, a Notary Public in and for said County and State, do hereby certify that on this 3rd day of June, 2014, before me appeared Aziz Hussain, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and being by me duly sworn, acknowledged to me that as a free and voluntary act and deed, the Grantor executed said instrument, for the uses and purposes set forth within this Quitclaim Deed.

Nasr Hussain
Notary Public, the State of Michigan



My commission expires: 1/9/2019 Acting in the County of Wayne.

When Recorded Return to: Amana Holdings, Inc., 2627 Holmes Street, Hamtramck MI 48212	Send Subsequent Tax Bills to: Amana Holdings, Inc., 2627 Holmes Street, Hamtramck MI 48212	Drafted by: Aziz Hussain, 2627 Holmes Street, Hamtramck MI 48212
Tax Parcel #: 41005990002000	Recording Fee: \$ _____	Transfer Tax: \$ _____



DECLARATION OF RESTRICTIVE COVENANT

DEQ Reference No: RC-RRD-213-_____

This Declaration of Restrictive Covenant ("Restrictive Covenant") has been recorded with the Wayne County Register of Deeds for the purpose of protecting public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the property located at 9045 Vincent Street, Hamtramck, and legally described in Exhibit 1 attached hereto ("Site").

Corrective actions were implemented to address environmental contamination at the Site associated with Facility ID No. 0-0004432 pursuant to Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.21301 et seq. The corrective actions that were implemented to address environmental contamination are **[describe corrective actions and reference any applicable report]**.

The Site described contains regulated substances in excess of the concentrations developed as the unrestricted residential cleanup criteria under Section 21304a(2) of the NREPA. The Michigan Department of Environmental Quality (DEQ) recommends that prospective purchasers or users of this Site undertake appropriate due diligence prior to acquiring or using this Site, and undertake appropriate actions to comply with the requirements of Section 21304c of the NREPA.

The corrective actions required the recording of this Restrictive Covenant with the Wayne County Register of Deeds to: 1) restrict unacceptable exposures to regulated substances located at the Site; 2) assure that the use of the Site is consistent with the exposure assumptions used to develop the _____ of the NREPA and the exposure control measures relied upon at the Site; and 3) to prevent damage or disturbance of any element of the corrective actions constructed on the Site.

The restrictions contained in this Restrictive Covenant are based upon information available at the time the corrective actions were implemented by the MDEQ. Failure of the corrective actions to achieve and maintain the criteria, exposure controls, and any requirements specified by the corrective actions; future changes in the environmental condition of the Site or changes in the _____ of the NREPA; the discovery of environmental conditions at the Site that were not accounted for during implementation of the corrective actions; or use of the Site 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.

Exhibit 2 provides a survey of the Site 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 the Site or any portion thereof.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA and Part 213 of the NREPA shall have the same meaning in this document as in Parts 3 and 213 of the NREPA as of the date of filing of this Restrictive Covenant.

Summary of Environmental Conditions and Corrective Actions

Insert a paragraph that briefly describes the nature and extent of the regulated substances, the affected media and routes of potential exposure, any long-term components of the corrective action that are to remain in-place on the Site, and how the corrective actions implemented, including the land or resource use restrictions, will be effective to address risks for all relevant pathways that require restrictions.

Areas of the Site described in Exhibit **[insert appropriate Exhibit #]** have not been addressed through the corrective actions undertaken at the Site and may contain regulated substances in excess of the concentrations developed as the unrestricted residential criteria under Section 21304a(2) of the NREPA.

NOW THEREFORE,

1. Declaration of Land Use or Resource Use Restrictions

Amana Holdings, Inc., the Owner of the Site, hereby declares and covenants that the Site shall be subject to the following restrictions and conditions:

a. Prohibited Land Uses. The Owner shall prohibit all uses of **[insert as appropriate: the Site OR portions of the Site as described in Exhibit 2]** that are not compatible with or are inconsistent with the assumptions and basis for the nonresidential cleanup criteria under Section 21304a(2) of the NREPA. Uses that are compatible with nonresidential cleanup criteria are generally described in Exhibit 3 (Allowable Uses). **[If the local zoning ordinance allows for residential uses within the Site's current zoning, insert the following:** The following uses allowed under the **[insert name of local zoning authority and zoning code designation]** zoning code designation are prohibited: **[list prohibited uses.]** Cleanup criteria for land-use based response activities are located in the Government Documents Section of the State of Michigan Library.

b. Prohibited Activities to Eliminate Unacceptable Exposure to Regulated Substances. The Owner shall prohibit activities: **[on the Site OR within the portions of the Site designated in Exhibit 2 as {insert designation}]** that may result in exposures to regulated substances at the Site. These prohibited activities include:

c. Prohibited Activities to Ensure the Effectiveness and Integrity of the Corrective Action. The Owner shall prohibit activities at the Site that may interfere with any element of the corrective actions, including the performance of operation and maintenance activities, monitoring, or other measures necessary to ensure the effectiveness and integrity of the corrective actions implemented at the Site. These prohibited activities include:

2. Contaminated Soil Management. The Owner shall manage all soils, media and/or debris located [on the Site **OR** within the portions of the Site designated in Exhibit 2 as **[insert designation]**] in accordance with the applicable requirements of Section 21304b 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.

3. Access. The Owner grants to the DEQ and its designated representatives the right to enter the Site at reasonable times for the purpose of determining and monitoring compliance with the corrective actions, 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 213.

4. Conveyance of Property Interest. The Owner shall provide notice to the DEQ of the Owner's intent to transfer any interest in the Site at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Site shall not be consummated by the Owner without adequate and complete provision for compliance with the applicable provisions of Section 21304d 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-RD-213-_____. 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 in accordance with Section 21310a(2)(c).

5. Term of Restrictive Covenant. This Restrictive Covenant shall run with the Site and shall be 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 the DEQ or its successor determines that regulated substances no longer present an unacceptable risk to the public health, safety, or welfare, or the environment. Improper modification or rescission of any restriction necessary to prevent unacceptable exposure to regulated substances may result in the need to perform additional corrective actions by those parties responsible for performing corrective action at the Site or to comply with Section 21304c of the NREPA. This Restrictive Covenant may only be modified or rescinded with the written approval of the DEQ.

6. Enforcement of Restrictive Covenant. The State of Michigan, through the DEQ, and the Owner may individually enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

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

8. 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 deliver this Restrictive Covenant.

IN WITNESS WHEREOF, _____ has caused this Restrictive Covenant, RC-RRD-213-_____, to be executed on this _____ day of _____.

By: _____
Signature

Name: _____
Print or Type Name

Its: _____
Title

STATE OF MICHIGAN
COUNTY OF WAYNE

OPTION 1: For an individual:

The foregoing instrument was acknowledged before me this **[date]** by **[name of individual]**.

OPTION 2: For a corporation:

The foregoing instrument was acknowledged before me this **[date]** by **[name of officer or agent, title of officer or agent]** of **[name of corporation]**, a **[state or place of incorporation]**, on behalf of the corporation.

Notary Public Signature

Notary Public, State of _____

County of _____

My Commission Expires: _____

Acting in the County of _____

Prepared by and when recorded return to:

name of the person who prepared the restrictive covenant

address of the person who prepared the restrictive covenant

EXHIBIT 1

LEGAL DESCRIPTION OF SITE

EXHIBIT 2

SURVEY OF THE SITE

OR

**SURVEY OF THE SITE
AND LIMITS OF LAND OR RESOURCE USE RESTRICTIONS**

EXHIBIT 3
DESCRIPTION OF ALLOWABLE USES

EXHIBIT []

**AREAS OF THE SITE NOT ADDRESSED BY
THE CORRECTIVE ACTIONS**