

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

In the Matter of:

MDEQ Reference No. AOC-RRD-16-005

ISC Plating

305 East Race Street, Leslie, Ingham County, Michigan

Richard T. Conarton, individually; Richard T. Conarton,

as trustee of the Richard T. Conarton Trust Dated

January 16, 2012; the Richard T. Conarton Trust Dated

January 16, 2012; and ISC Plating, LLC, a Michigan limited liability company.

ADMINISTRATIVE ORDER BY CONSENT

A. This Administrative Order by Consent (Order) is entered into voluntarily by and between the Michigan Department of Environmental Quality (MDEQ), and the Michigan Department of Attorney General (MDAG) (collectively, the “State”), and Richard T. Conarton, 11837 Dutch Road, Leslie, Michigan 49251; Richard T. Conarton as trustee of the Richard T. Conarton Trust Dated January 16, 2012; the Richard T. Conarton Trust Dated January 16, 2012; and ISC Plating, LLC, a Michigan limited liability company, 305 East Race Street, Leslie, Michigan 49251, (collectively, the “Respondents”), pursuant to the authority vested in the Attorney General and the MDEQ by Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101, *et seq.* All terms used in this Order, which are defined in Part 201 of the NREPA shall have the same meaning in this Order as in Part 201 of the NREPA.

B. This Order concerns the settlement between the State and the Respondents for the State’s claims under Part 201 of the NREPA relating to the release or threat of release of hazardous substances at and emanating from the ISC Plating property, located at 305 East Race Street and 113 East Covert, Leslie, Ingham County, Michigan, and legally identified in Attachment A (Property). The Property is a “facility” under Part 201, meaning it is an area, place, parcel or parcels of property, or portion of

a parcel of property where a hazardous substance in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use, has been released, deposited, disposed of, or has otherwise come to be located.

C. The Property was a former plating operation. A fire at the Property on July 8, 2014 destroyed the building at the Property. Investigations conducted prior to the fire at the Property identified contamination of both the soil and groundwater at concentrations above Part 201 cleanup criteria for unrestricted residential use. Hazardous substances identified at the Property have included chromium, lead, cadmium, copper, nickel, zinc, and chlorinated compounds.

D. The MDEQ has determined the Respondents do not currently have sufficient resources to fund all of the response activities required under Part 201 of the NREPA at the Property.

E. The execution of this Order by the Respondents is neither an admission of liability with respect to any issue covered under this Order nor an admission or denial of any findings of fact or legal determinations stated or implied herein.

F. Pursuant to Part 201 of the NREPA, the State has incurred and will continue to incur costs in responding to the release of hazardous substances at the Property. Respondents desire to resolve the State's claims under Part 201 related to the existing contamination and enter into a binding agreement that will permit the MDEQ to implement future response activities. Settlement of these claims is in the public interest, will expedite response activity, and will minimize litigation.

G. For purposes of this Order, "Effective Date" means the date that the Order has been signed by all parties. All dates for performance of obligations under this Order shall be calculated from the Effective Date.

H. For purposes of this Order, "Existing Contamination" means any hazardous substance released at the Property as of the Effective Date of this Order.

BASED UPON THE FOREGOING FACTS AND DETERMINATIONS, THE MDEQ AND THE ATTORNEY GENERAL HEREBY ORDER AND THE RESPONDENTS HEREBY AGREE TO THE FOLLOWING:

1. Within thirty (30) days of the Effective Date of this Order, the Respondents shall pay to the MDEQ the sum of Eighty Thousand Dollars (\$80,000.00) to resolve all of their obligations to reimburse the State for all costs of response activity lawfully incurred by the State relating to the selection and implementation of response activity under Part 201 of the NREPA related to the Existing Contamination as provided in this Order. The Respondents are jointly and severally liable for this payment.

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

By first class mail:

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

Via courier:

Accounting Services Division
Casher's Office for MDEQ
1st Floor Van Wagoner Building
425 W. Ottawa Street
Lansing, MI 48933-2125

To ensure proper credit, payments made pursuant to this Order must be made by check referencing ISC Plating, the MDEQ Reference No. AOC-RRD-16-005, and the RRD Account Number (RRD80084). A copy of the transmittal letter and the check shall be provided simultaneously to:

As to the MDEQ:

Kim Sakowski, Project Manager
Lansing District Office
Remediation and Redevelopment Division
Michigan Department of Environmental Quality
P.O. Box 30242
Lansing, Michigan 48909-7242
Phone: 517-284-5145
Fax: 517-241-3571
E-mail Address: sakowskik@michigan.gov

and to the MDAG at:

Andrew T. Prins
Assistant Attorney General
Environment, Natural Resources, and Agriculture Division
Michigan Department of Attorney General
G. Mennen Williams Building, 6th Floor
P.O. Box 30755
Lansing, Michigan 48909
Phone: 517-373-7540
Fax: 517-373-1610

Costs recovered pursuant to this Order shall be deposited in the Environmental Response Fund in accordance with the provisions of MCL 324.20108(3).

3. The Respondents consent to the MDEQ and its officers, employees, agents, contractors, and/or authorized representatives entering and having continued access to the Property for the purpose of performing response activities as may be determined necessary by the MDEQ. Anticipated response activities at this time include: excavation of contaminated soil, backfill with clean soil, and post-excavation monitoring.

4. The MDEQ will use reasonable efforts to minimize any interference with the use of the Property. For the purposes of this paragraph, "reasonable efforts" does

not mean taking actions that will result in material cost increases in the response activities being conducted by the MDEQ.

5. The Respondents shall not remove, damage, or interfere with equipment and supplies being used for the purpose of performing response activities by the MDEQ.

6. Upon completion of response activities, the MDEQ will remove all equipment installed for the response activities, and undertake reasonable efforts to restore any property and vegetation damaged by the MDEQ to a condition reasonably similar to the condition that existed immediately prior to MDEQ's initiation of response activity.

7. The Respondents agree to execute and record the restrictive covenant attached as Attachment B for the Property with the Ingham County Register of Deeds and provide a copy of the recorded document within thirty (30) days of the Effective Date of the Order to the MDEQ Project Manager. Any deed, contract, or other agreement entered into by the Respondents, which transfers title to the Property or a portion of the Property to a person who is not a party to this Order, shall contain a provision obligating the transferee to assume the Respondents' obligations to record the restrictive covenant if the restrictive covenant is not yet recorded at the time of transfer of title. Thereafter, it will be the transferee's obligation to execute and record the restrictive covenant in accordance with this paragraph.

8. This Order does not constitute a warranty of any kind by the MDEQ that the response activities 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 Property.

9. Any lease, deed, contract or other agreement entered into by the Respondents, which transfers to a person who is not a party to this Order a right of

control over the Property or a portion of the Property, shall contain a provision preserving full rights of the MDEQ under this Order and obligating the transferee to comply with this Order. Any change in ownership of the Property, or any change in corporate or legal status of the Respondents, shall not in any way alter the Respondents' obligations under this Order except with regard to provisions of Paragraph 7 pertaining to recording of the restrictive covenant. The Respondents shall notify the MDEQ Project Manager for the Property at the address for the Lansing District Office set forth in Paragraph 2 of this Order of any change in ownership or ownership interest in the Property at least thirty (30) days prior to the change occurring.

10. In consideration for the obligations to which the Respondents have agreed under this Order, and except as specifically reserved by the State below, the State hereby covenants not to sue or take administrative action against the Respondents under Part 201 of the NREPA for:

- (a) Performance of response activities related to the Existing Contamination;
- (b) Recovery of past and future response activity costs incurred by the State related to the Existing Contamination; and
- (c) Payment of civil fines and any applicable interest for violations of Part 201 of the NREPA related to the Existing Contamination.

11. The covenants not to sue shall take effect upon the MDEQ's receipt of full payment by the Respondents in accordance with Paragraph 1 of this Order and upon execution and recording of the restrictive covenant attached as Attachment B in accordance with Paragraph 7. The covenant not to sue extends only to the Respondents and not to any other person or entity.

12. The covenants not to sue apply only to those matters specified in Paragraph 10. The MDEQ and the Attorney General reserve the right to bring an action against the Respondents under federal and state laws for any matters for which the Respondents have not received a covenant not to sue. The State expressly reserves,

and this Order is without prejudice to, all rights to take administrative action or to file a civil or criminal action pursuant to any applicable authority against Respondents with respect to the following:

- (a) The past, present, or future treatment, handling, disposal, release or threat of release of hazardous substances taken from the Property;
- (b) Liability arising out of the Respondents' failure to comply with: Section 20107a due care requirements; Section 20116 notification requirements; Section 20117 information and access requirements; and Section 20120c relocation of contaminated soil requirements;
- (c) The past, present, or future treatment, handling, disposal, release, or threat of release of hazardous substances that occur outside of the Property;
- (d) The release or threatened release of hazardous substances at the Property that occurs after the Effective Date of this Order;
- (e) Liability that arises out of conditions at the Property that were unknown as of the Effective Date of this Order;
- (f) Damages for injury to, destruction of, or loss of natural resources, and the costs for any natural resources assessment;
- (g) Criminal acts;
- (h) Any other violations of state or federal law for which the Respondents have not received a covenant not to sue; and
- (i) Enforcement of this Order.

In the event the State takes any administrative action or files any judicial action for matters as reserved in this paragraph, and except as otherwise provided in this Order, the Respondents reserve all of their rights and defenses against liability in any such administrative action or judicial action. Respondents agree, however, not to assert and shall not maintain any defenses or claims that are based on the principles of waiver, *res judicata*, collateral estoppel, issue preclusion or claim splitting; provided, however, that nothing from the foregoing statements affects the enforceability of the covenants not to sue in Paragraph 10.

13. The State reserves the right to take action against the Respondents under Part 201 of the NREPA if it is discovered at any time that any material information provided prior to or after entry of this Order was false or misleading. The covenant not to sue shall be considered void under those circumstances.

14. Nothing in this Order shall otherwise limit the power and authority of the MDEQ pursuant to Section 20132(8) of Part 201 to direct or order all appropriate action to protect the public health, safety, or welfare, or the environment; or to prevent, abate, or minimize a release or threatened release of hazardous substances, pollutants, or contamination on, at, or from the Property. The State retains its information-gathering, inspection, access, and enforcement authorities and rights under Part 201 of the NREPA and any other applicable statute or regulation. And the State retains all of its authority and reserves all of its rights to perform, or contract to have performed, any response activities that MDEQ determines are necessary.

15. Except as provided otherwise in this Order, the State expressly reserves all rights and defenses pursuant to any legal authority that it may have to enforce this Order or to compel the Respondents to comply with the NREPA and any other applicable statute or regulation.

16. This Order in no way affects the Respondents' responsibility to comply with any other applicable state, federal, or local laws and regulations.

17. The Respondents covenant not to sue or to take any civil, judicial, or administrative action against the State, its agencies, or their authorized representatives, for any claims or causes of action against the State that arise from this Order.

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

19. Respondents agree that all applicable statutes of limitation are tolled until the Respondents have complied with Paragraph 1 and until execution and recording of the restrictive covenant attached as Attachment B in accordance with Paragraph 7.

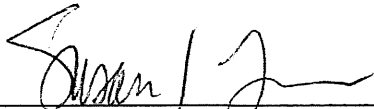
20. If the Respondents fail to pay the amount indicated in Paragraph 1 pursuant to the schedule set forth therein, the Respondents also shall pay the MDEQ interest on that amount at the rate specified in MCL 324.20126a(3).

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The signatures of the Respondents indicate their agreement with this Order. By signing the Order, signatories certify that they are authorized to execute the Order on behalf of their respective entity.

IT IS SO AGREED AND ORDERED BY:

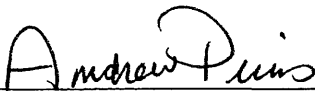
FOR THE STATE OF MICHIGAN



Susan J. Leeming, Acting Chief
Remediation and Redevelopment Division
Michigan Department of Environmental Quality

10/24/2016

Date



Andrew T. Prins (P70157)
Assistant Attorney General
Environment, Natural Resources and Agriculture Division
Michigan Department of Attorney General

10/28/16

Date

IT IS SO AGREED BY:

RICHARD T. CONARTON

Richard T Conarton
Richard T. Conarton
11837 Dutch Road
Leslie, Michigan 49251

10-17-16
Date

RICHARD T. CONARTON, as trustee
of the RICHARD T. CONARTON TRUST DATED JANUARY 16, 2012

Richard T Conarton
Richard T. Conarton, Trustee
11837 Dutch Road
Leslie, Michigan 49251

10-17-16
Date

RICHARD T. CONARTON TRUST DATED JANUARY 16, 2012

Richard T Conarton
Richard T. Conarton, Trustee
11837 Dutch Road
Leslie, Michigan 49251

10-17-16
Date

ISC PLATING, LLC

Richard T Conarton
Richard T. Conarton, President

10-17-16
Date

ATTACHMENT A

LEGAL DESCRIPTION

Village of Leslie, County of Ingham, State of Michigan:

Commencing at the Northwest corner of Lot No. 1, Block 13, Village of Leslie, thence East 48 feet to the Northwest corner of the Leslie Electric Light and Power Company property; thence South 69 ½ feet, thence East 52 feet, thence Southerly in a straight line to a point in the East line of said Lot 1, 26 feet from the Southeast corner of said Lot 1, thence Southerly in Lot line, 26 feet to the Southeast corner of said Lot 1, thence West to the Southwest corner of said Lot No. 1, thence North 132 feet to the place of beginning, also,

Commencing at the Northwest corner of Lot No. 2, Block No. 13, Village of Leslie, thence South 235 feet 3 inches, thence East to lands owned by M.C.R.R. Company, thence Northerly along railroad lands to the Northeast corner of Lot No. 2, Block No. 13, thence West to the place of beginning, all in Block No. 13, Village of Leslie, Ingham County, Michigan.

Commonly known as: 113 E. Covert, Leslie, Michigan

Parcel No.: 33-17-14-21-456-003

And also:

City of Leslie, County of Ingham, State of Michigan:

Commencing at a point in the North line of Lot 1, Block 13, Village of Leslie (now city of Leslie), 48 feet East of the Northwest corner of said Lot 1 for the Point of Beginning of this description; thence South a distance of 69.5 feet, thence East a distance of 60.75 feet to the East line of said Lot 1, thence North 20 degrees 20 minutes East along the East line of said Lot a distance of 74.12 feet to the Northeast corner of said Lot 1, thence West along the North line of said Lot a distance of 86.5 feet to the Point of Beginning. ALSO: a part of Lot 1, Block 13, Village of Leslie (now City of Leslie), described as follows: Commencing at a point in the East line of Lot 1 a distance of 74.12 feet South 20 degrees 20 minutes West of the Northeast corner of said Lot 1 for the Point of Beginning of this description, thence continuing South 20 degrees 20 minutes West along the East line of said Lot 1 a distance of 25.18 feet, thence North a distance of 23.61 feet, thence East a distance of 8.75 feet to the East line of said Lot and the Point of Beginning.

Commonly known as: 305 E. Race Street, Leslie, Michigan.

Parcel No.: 33-17-14-21-456-005

ATTACHMENT B
RESTRICTIVE COVENANT

DECLARATION OF RESTRICTIVE COVENANT

DEQ Reference No: RC-RRD-201-16-056

This Declaration of Restrictive Covenant ("Restrictive Covenant") has been recorded with the Ingham 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 305 East Race Street and 113 E. Covert Street, Leslie, Michigan, and legally described in Exhibit 1 attached hereto ("Property").

Response activities will be implemented to address environmental contamination 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.* Anticipated State-funded response activities to be conducted by the Michigan Department of Environmental Quality (DEQ) may include excavation of contaminated soil and backfill with clean soil and post-excavation monitoring.

The Property described contains hazardous 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.

Conditions at the property require the recording of this Restrictive Covenant with the Ingham County Register of Deeds to: 1) restrict unacceptable exposures to hazardous substances located on the Property; 2) assure that the use of 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 being planned. Failure of the response activities to achieve and maintain the criteria, exposure controls, and any 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 during 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.

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 Property or any portion thereof.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; 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 Parts 3 and 201 of the NREPA and the Part 201 Administrative Rules, as of the date of filing of this Restrictive Covenant.

Summary of Response Activities

The property consisted of a building that was utilized as a metal plating operation. On July 8, 2014, a fire occurred at the facility. The entire building and its contents were lost. Hazardous substances, including, but not limited to, lead, cadmium chromium, copper, nickel, zinc, and chlorinated compounds have been released on the Property. Interim response activities will be undertaken by the State of Michigan to address grossly contaminated soil conditions; however, the interim measures will not result in conditions that allow for unrestricted use of the property. Therefore, the use of the property will be restricted to prevent unrestricted residential use of the property and to prevent the use of groundwater. At the time of the recording of this instrument, no buildings are present on the property; therefore, the threat of vapor intrusion into buildings on the property has not been assessed. As a protective measure, no future buildings are to be constructed without first assessing the potential vapor intrusion risk or presumptively mitigating the risk of vapor intrusion through the use of engineering controls.

NOW THEREFORE,

1. Declaration of Land Use or Resource Use Restrictions

Richard T. Conarton, as Initial Trustee of the Richard T. Conarton Trust Dated January 16, 2012, 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 that are not compatible with or are inconsistent with the assumptions and basis for the nonresidential cleanup criteria established pursuant to Section 20120a(1)(b) of the NREPA. Uses that are compatible with nonresidential cleanup criteria are generally described in Exhibit 3 (Allowable 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 Hazardous Substances. The Owner shall prohibit activities on the Property that may result in exposures to hazardous substances at the Property. These prohibited activities include:

(i). Exposure Restriction for Use of Groundwater

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:

(a) Wells and other devices constructed as part of a response activity for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with a release of hazardous 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, exacerbation of existing contamination, or any other violation of local, state, or federal laws or regulations.

(b) Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations.

(ii). Vapor Intrusion Exposure Restriction

The construction of new structures, unless such construction incorporates engineering controls designed to eliminate the potential for subsurface vapor phase hazardous 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 hazardous 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 the 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:

(i). 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 on the Property in accordance with the 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 its 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 of the response activities and inspect any records relating thereto, 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. 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-201-16-056. 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 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 hazardous substances no longer present an unacceptable risk to the public health, safety, or welfare, or the environment. This 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, and Richard T. Conarton, as Initial Trustee of the Richard T. Conarton Trust Dated January 16, 2012, 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 such provision shall not affect the validity of any other provisions hereof, and all such other provisions 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 deliver this Restrictive Covenant

IN WITNESS WHEREOF, Richard T. Conarton, as Initial Trustee of the Richard T. Conarton Trust Dated January 16, 2012, has caused this Restrictive Covenant, RC-RD-201-16-056, to be executed on this _____ day of _____, 2016.

By: _____
Signature

Name: Richard T. Conarton
Initial Trustee, Richard T. Conarton
Trust Dated January 16, 2012

STATE OF _____
COUNTY OF _____

Notary Public Signature

Print Name _____
Notary Public, State of _____
County of _____
My Commission Expires: _____
Acting in the County of _____

Prepared by:
Charles E. Barbieri, Esq.
Foster Swift Collins & Smith PC
313 South Washington Square
Lansing, MI 48933-2193

Return to:
Richard Conarton
11837 Dutch Road
Leslie, Michigan 49251

CONSENT OF OWNER

I, _____, the current and legal Owner of the Property, do hereby consent to the recording of this Restrictive Covenant, RC-RD-201-16-056, and authorize _____ to file the Restrictive Covenant with the Ingham County Register of Deeds for recording.

By: _____
Signature

Name: _____
Print or Type Name

Its: _____
Title

STATE OF _____
COUNTY OF _____

Notary Public Signature

Print Name _____

Notary Public, State of _____

County of _____

My Commission Expires: _____

Acting in the County of _____

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

Village of Leslie, County of Ingham, State of Michigan:

Commencing at the Northwest corner of Lot No. 1, Block 13, Village of Leslie, thence East 48 feet to the Northwest corner of the Leslie Electric Light and Power Company property; thence South 69 ½ feet, thence East 52 feet, thence Southerly in a straight line to a point in the East line of said Lot 1, 26 feet from the Southeast corner of said Lot 1, thence Southerly in Lot line, 26 feet to the Southeast corner of said Lot 1, thence West to the Southwest corner of said Lot No. 1, thence North 132 feet to the place of beginning, also,

Commencing at the Northwest corner of Lot No. 2, Block No. 13, Village of Leslie, thence South 235 feet 3 inches, thence East to lands owned by M.C.R.R. Company, thence Northerly along railroad lands to the Northeast corner of Lot No. 2, Block No. 13, thence West to the place of beginning, all in Block No. 13, Village of Leslie, Ingham County, Michigan.

Commonly known as: 113 E. Covert, Leslie, Michigan

Parcel No.: 33-17-14-21-456-003

And also:

Commencing at a point in the North line of Lot 1, Block 13, Village of Leslie (now city of Leslie), 48 feet East of the Northwest corner of said Lot 1 for the Point of Beginning of this description; thence South a distance of 69.5 feet, thence East a distance of 60.75 feet to the East line of said Lot 1, thence North 20 degrees 20 minutes East along the East line of said Lot a distance of 74.12 feet to the Northeast corner of said Lot 1, thence West along the North line of said Lot a distance of 86.5 feet to the Point of Beginning. ALSO: a part of Lot 1, Block 13, Village of Leslie (now City of Leslie), described as follows: Commencing at a point in the East line of Lot 1 a distance of 74.12 feet South 20 degrees 20 minutes West of the Northeast corner of said Lot 1 for the Point of Beginning of this description, thence continuing South 20 degrees 20 minutes West along the East line of said Lot 1 a distance of 25.18 feet, thence North a distance of 23.61 feet, thence East a distance of 8.75 feet to the East line of said Lot and the Point of Beginning.

Commonly known as: 305 E. Race Street, Leslie, Michigan.

Parcel No.: 33-17-14-21-456-005

EXHIBIT 2

DESCRIPTION OF ALLOWABLE USES

Nonresidential Land Use: 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.

Any residential use is specifically prohibited from the non-residential land use category. This would include the primary use of the property for human habitation and includes structures such as single family dwellings, multiple family structures, mobile homes, condominiums, and apartment buildings. Residential use is also characterized by any use which is intended to house, educate, or provide care for children, the elderly, the infirm, or other sensitive populations, and therefore could include day care centers, educational facilities, hospitals, elder care facilities, and nursing homes. The use of any accessory building or portion of an existing building as a dwelling unit permitted for a proprietor or storekeeper and their families, located in the same building as their place of occupation, or for a watchman or caretaker is also prohibited. Any authority that allows for residential use of the Property as a legal non-conforming is also restricted per the prohibitions contained in this restrictive covenant.

EXHIBIT 3

CONSENT OF EASEMENT HOLDERS

As evidenced below by my signature, I agree and consent to the recording of the land use and resource use restrictions specified in this Restrictive Covenant and hereby agree that my property interest shall be subject to, and subordinate to, the terms of the Restrictive Covenant.

By: _____
Signature
Name: _____
Print or Type Name
Its: _____
Title

STATE OF _____
COUNTY OF _____

Notary Public Signature

Notary Public, State of _____
County of _____
My Commission Expires: _____
Acting in the County of _____

EXHIBIT 4

AREAS OF THE PROPERTY NOT ADDRESSED BY
THE RESPONSE ACTIVITIES