



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

MAY 23 2007

REPLY TO THE ATTENTION OF:
DW-8J

CERTIFIED MAIL:
RETURN RECEIPT REQUESTED

Kim D. Tucker-Billingslea
Worldwide Facilities Group Remediation Team
Pontiac Centerpoint Campus
2000 Centerpoint Parkway
MC 483-520-190
Pontiac, Michigan 48341-3147

RE: 3008(h) Administrative Order on Consent
General Motors Corporation **RCRA-05-2007-0008**
13000 Eckles Road Site, Livonia, Michigan
MID 005 356 621

Dear Ms. Tucker-Billingslea:

Enclosed is one signed copy of an Administrative Order on Consent ("AOC") issued under the authority of Section 3008(h) of the Resource Conservation and Recovery Act ("RCRA"), relating to the conduct of RCRA Corrective Measures Implementation at the above-referenced facility. The AOC was signed by U.S. EPA on May 21, 2007. Please note that the effective date of the AOC is the date that it is signed by U.S. EPA.

Your cooperation in the development of this AOC is appreciated. If you have any future questions about the AOC, feel free to contact Daniel Patulski at (312) 886-0656.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gerald Phillips".

Gerald Phillips
Corrective Action Program Manager
Waste, Pesticides and Toxics Division

Enclosure

cc: Rich Conforti, MDEQ

NP 275077R06



**Worldwide Facilities Group
Environmental Services
Remediation Team**

**Facsimile
(248) 753-5829**

**Telephone
(248) 753-5800**

May 7, 2007

Mr. Daniel Patulski, DP-8J
United States Environmental Protection Agency, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3507

Dear Mr. Patulski:

Re: Administrative Order On Consent
13000 Eckles Road Site (USEPA ID No. MID 005356621)
Livonia, Michigan

Enclosed is the revised United States Environmental Protection Agency (USEPA) Region 5 Administrative Order on Consent regarding the General Motors Corporation (GM) former Delphi Chassis Division Facility (Facility). The Facility is located at 13000 Eckles Road, Livonia, Michigan.

If you have any questions or need additional information, please contact me at (248) 753-5800.

Sincerely,

GENERAL MOTORS CORPORATION

Kim D. Tucker-Billinglea, CHMM
Sr. Environmental Project Manager

Enclosure

c: William J. Mc Farland, GM
Jean E. Caufield, GM
Anthony P. Thrubis, GM

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

IN THE MATTER OF:) ADMINISTRATIVE ORDER ON CONSENT
)
GENERAL MOTORS CORPORATION) U.S. EPA Docket No: **RCRA-05-2007-0008**
)
13000 Eckles Road Property)
GM Delphi Chassis Division)
Livonia, Michigan) Proceeding under Section 3008(h) of the
) Resource Conservation and Recovery Act,
EPA ID#: MID005356621) as amended, 42 U.S.C. § 6928(h).
)
RESPONDENT.)
_____)

I. JURISDICTION

1. The Administrator of the United States Environmental Protection Agency (U.S. EPA) is issuing this Administrative Order on Consent (Order) to General Motors Corporation (GM) under Section 3008(h) of the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976 (RCRA), as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §6928(h). The Administrator has delegated the authority to issue orders under Section 3008(h) of RCRA to the Director of the Waste, Pesticides and Toxics Division; U.S. EPA Region 5.

2. GM is the past and/or present owner/operator of property at 13000 Eckles Road, Livonia, Michigan. The property encompasses approximately 120 acres on the western edge of Livonia, east of Interstate Highway 275 and south of Interstate Highway 96. The property was formerly operated by GM Delphi Chassis Division as a manufacturer of bumpers, coils and leaf springs, and struts. The Delphi Chassis Division operated from 1953 until 2000 and was demolished in 2000-2001, leaving concrete floor slabs, a security fence along the perimeter of the Facility, and a groundwater collection/treatment operations building. For purposes of this Order, the former Delphi Chassis Division plant, as depicted in more detail in Attachment 1, will be referred to as "the Facility."

3. GM agrees not to contest U.S. EPA's jurisdiction to issue this Order, to enforce its terms, or to impose sanctions for violations of the Order.

4. GM waives any rights to request a hearing on this matter pursuant to Section 3008(b) of RCRA and 40 C.F.R. Part 24, and consents to the issuance of this Order without a hearing under Section 3008(b) of RCRA as a Consent Order issued pursuant to Section 3008(h) of RCRA.

II. DEFINITIONS

5. This Order incorporates the definitions in RCRA, 42 U.S.C. §§ 6901 - 6922k, and the regulations promulgated under RCRA unless otherwise specified.

III. PARTIES BOUND

6. This Order applies to and binds U.S. EPA, GM and its agents, successors, assigns, trustees, receivers, and all persons, including but not limited to contractors and consultants, acting on behalf of GM. GM will be responsible for and liable for any violations of this Order, regardless of GM's use of employees, agents, contractors, or consultants to perform work required by this Order.

7. No change in ownership or corporate or partnership status relating to the Facility will alter GM's obligations under this Order. Any conveyance of title, easement, or other interest in the Facility, or a portion of the Facility, will not affect GM's obligations under this Order. GM will give written notice of this Order and the land use restrictions required under this Order to any successor in interest prior to transferring ownership or operation of the Facility or a portion thereof and will notify U.S. EPA in writing at least 21 days prior to the transfer. This written notice will describe how GM has assured that, despite the transfer, all institutional controls required now or in the future for the Facility will be implemented and maintained. This paragraph will not apply if U.S. EPA and GM agree that this Order has terminated as to the Facility or any relevant portion of the Facility.

IV. DETERMINATIONS

8. After consideration of the Administrative Record, the Director of the Waste, Pesticides and Toxics Division; U.S. EPA Region 5 has made the following conclusions of law and determinations:

- a. GM is a "person" within the meaning of Section 1004(15) of RCRA.
- b. GM is or was the owner and/or operator of a Facility that has operated under interim status subject to Section 3005(e) of RCRA.
- c. Certain wastes and constituents found at the Facility are hazardous wastes and/or hazardous constituents pursuant to Section 1004(5) and 3001 of RCRA and 40 C.F.R. Part 261.
- d. There is or has been a release of hazardous wastes or hazardous constituents into the environment from the Facility.
- e. GM has conducted investigations of the Facility and based on the results of those investigations has, among other things, performed interim measures that have: removed soil contaminated with benzo(a) pyrene at Area of Interest (AOI) 5 and

semi-volatile organic compounds (SVOCs) and polychlorinated biphenyls (PCBs) at AOI27; installed a French Drain groundwater collection system and a treatment system to address elevated levels of nickel and chromium and a barrier wall to control migration of chromium and nickel at Area 1; and installed an in-situ groundwater treatment system at AOI 31 for treating a trichloroethylene (TCE) plume to assure that no unacceptable off-site exposures occur.

- f. On February 24, 2004, GM submitted an Environmental Indicators (“EI”) Determination for Current Human Exposures (CA 725) Report. U.S. EPA approved the EI Report on February 18, 2005.
- g. On September 14, 2004, GM submitted an Environmental Indicators (“EI”) Determination of Migration of Contaminated Groundwater Under Control (CA 750) Report. U.S. EPA approved the EI Report on October 22, 2004.
- h. On February 24, 2004, GM submitted a RCRA Facility Investigation (RFI) for the Facility. U.S. EPA approved the RFI on March 1, 2005. On April 29, 2005, GM submitted a Corrective Measures Proposal (CMP) for the Facility. U.S. EPA approved the revised CMP on June 27, 2005.
- i. On September 2, 2005, the public comment period began for the U.S. EPA approved corrective measures for the Facility and on October 18, 2005, the comment period ended.
- j. On March 13, 2006, U.S. EPA made a Final Decision selecting the necessary corrective measures for the Facility. That Final Decision is included as Attachment 6 and is incorporated by reference into this Order. The corrective measures include the following actions, which have already been performed as interim measures: excavation, characterization and transport off-site for disposal of PCB, SVOC and benzo(a)pyrene impacted soil; installation and operation of the French drain collection system, treatment system and barrier wall to ensure effective control of the off-site migration of chromium and nickel-impacted groundwater; implementation of an in-situ treatment system to control migration of TCE-impacted groundwater off-site; and discharge of extracted and treated groundwater in compliance with applicable standards. The corrective measures also include the following future actions: continued operation and monitoring of the French drain collection system, treatment system and barrier wall to ensure effective control of the off-site migration of chromium and nickel-impacted groundwater; implementation of a groundwater monitoring program to verify that concentrations of constituents remain below applicable human health risk based-criteria at down-gradient property boundary monitoring wells, and at off-site monitoring wells down-gradient of the Facility; discharge of extracted and treated groundwater in compliance with applicable standards; development and implementation of a particulate emissions control work

plan for surface soil along the northern boundary of the property; and implementation and maintenance of institutional controls to restrict use of the Facility to non-residential purposes and to prohibit groundwater use at the Facility unless and until groundwater meets applicable performance standards.

- k. On March 23, 2006, GM submitted an Interim Measures Completion Report for removal of PCB, SVOC, and benzo(a)pyrene impacted soil from AOI 27 and AOI 37 to acceptable health-based levels as required in the Final Decision. U.S. EPA approved the revised report on June 14, 2006.
- l. On August 29, 2006, GM submitted an Interim Measures Completion Report for in-situ groundwater treatment at AOI 31 for treating a trichloroethylene (TCE) plume to assure that no unacceptable off-site exposures occur, as required in the Final Decision. U.S. EPA approved the revised report on October 4, 2006.
- m. The actions required by this Order are necessary to protect human health or the environment.

V. PROJECT MANAGER

9. U.S. EPA and GM must each designate a Project Manager and notify each other in writing of the Project Manager selected within 14 days of the effective date of this Order. Each Project Manager will be responsible for overseeing the implementation of this Project. The parties must provide prompt written notice whenever they change Project Managers.

VI. WORK TO BE PERFORMED

10. Pursuant to Section 3008(h) of RCRA, GM agrees to and is hereby ordered to perform the actions specified in this section, in the manner and by the dates specified here. GM represents that it has the technical and financial ability to carry out corrective action at the Facility. GM must perform the work undertaken pursuant to this Order in compliance with RCRA and other applicable federal and state laws and their implementing regulations, and consistent with all relevant U.S. EPA guidance documents as appropriate to the Facility. This guidance includes, but is not limited to the Use of Institutional Controls in the RCRA Corrective Action Program, and relevant portions of the Model Scopes of Work for RCRA Corrective Action.

11. GM must assure that the institutional and engineering controls selected in the U.S. EPA's Final Decision are continually maintained unless and until U.S. EPA determines that performance standards have been met such that the controls are no longer necessary. GM must take all necessary measures to restrict the use of the Facility in any manner that may interfere with operation and maintenance, monitoring, or other measures necessary to assure the effectiveness and integrity of the remedy to be implemented pursuant to this Order. These measures and controls will be implemented through an Operation, Maintenance and Monitoring (OMM) Plan.

12. GM shall implement a long-term groundwater monitoring program. Specifically, the groundwater monitoring program shall include annual groundwater sampling at the site's perimeter and off-site monitoring wells down-gradient of Area 1 and AOI 31 to confirm that concentrations in these areas remain stable and meet risk based criteria under current and reasonably expected groundwater exposures for the area of the plumes. Additionally, monitoring wells at the interior of the Facility shall be sampled to confirm that concentrations of constituents remain at or below levels that meet risk based criteria under current and reasonably expected future land use at the Facility. The monitoring program shall be implemented through the U.S. EPA approved OMM Plan.

13. GM shall continue to operate the French drain collection system to control the off-site migration of chromium and nickel-impacted groundwater until groundwater cleanup standards are met and maintained.

14. GM has developed a Dust Control Plan (Plan) to control particulate emissions from surface soils along the northern boundary of the property, referred to as AOI 39 in corrective action documents, with manganese concentrations higher than MDEQ generic industrial particulate inhalation criteria. The U.S. EPA has reviewed and approved the Plan in accordance with Paragraph 20 of this Order. GM and/or any other subsequent owner of the property shall implement the Plan as approved.

15. Within 45 days of the effective date of this Order, GM shall submit to U.S. EPA a draft OMM Plan which shall, at a minimum, describe the activities, equipment, procedures and applicable performance standards and/or human health risk based criteria necessary for the continued operation and maintenance of the U.S. EPA-approved corrective measures and set forth an implementation schedule and cost estimate. U.S. EPA will review and approve the OMM Plan in accordance with Paragraph 20 of this Order. GM must implement the institutional controls selected in U.S. EPA's Final Decision and achieve the performance standards and/or human health risk based criteria as provided in the approved OMM Plan and any amendments thereto, including the schedule contained therein. Any modifications made under the OMM Plan must be approved by U.S. EPA under paragraph 20 below.

16. For the purposes of paragraphs 16-18 of this Order, "U.S. EPA" shall mean the United States Environmental Protection Agency, its successor entities, and those persons or entities authorized to act on its behalf. GM has filed with the Wayne County Register of Deeds the Declaration of Restrictive Covenant ("Restrictive Covenant") attached hereto as Attachment 2. Attachment 3 documents through a current commitment for title insurance that the property described in the Restrictive Covenant is free and clear of all encumbrances, including easement interests, except those identified therein. GM has provided a copy of the filed Restrictive Covenant to all holders of record of said encumbrances. Documentation of such notice(s) is attached hereto as Attachment 4. In the Restrictive Covenant, GM, among other things, consents to U.S. EPA having a right of access to the Facility and provides the right to enforce through legal action in a court of competent jurisdiction the restrictions and covenants in the Restrictive Covenant to: (a) GM; (b) the

Michigan Department of Environmental Quality (MDEQ) and its authorized representatives, under Part 201 (Environmental Remediation) of the Michigan Natural Resources and Environmental Protection Act, MCL § 324.20101 *et seq.*; and (c) the U.S. EPA and its authorized representatives, as a third party beneficiary. The Restrictive Covenant also provides for at least twenty-one (21) days notice to U.S. EPA and MDEQ prior to the transfer of any interest in the Facility. GM must ensure that the Restrictive Covenant remains in place and effective.

GM agrees to modify its rights in the Restrictive Covenant to change existing restrictions or to impose additional land and/or resource use restrictions that U.S. EPA determines are necessary to maintain a comparable level of protection against unacceptable risk to human health or the environment as a result of the discovery of facts unknown to U.S. EPA and GM on the effective date of this Order.

17. Any instrument transferring complete or partial possession or ownership of the Facility through sale, lease, deed or otherwise by GM, or memorandum thereof, shall be recorded with the Wayne County Register of Deeds and shall provide that:

a. GM reserves a right of access for the purpose of conducting any activity related to this Order; and reserves the right to enforce the restrictions and covenants in the Restrictive Covenant for (i) GM; (ii) U.S. EPA and its representatives, as third party beneficiary, and (iii) MDEQ and its representatives;

b. the transferee expressly agrees to comply with the Restrictive Covenant;

c. agreement to comply with the Restrictive Covenant shall be expressly included by any subsequent transferor in any instrument transferring complete or partial possession or ownership of the Facility;

d. U.S. EPA shall be expressly named in any instrument effecting such transfer of complete or partial possession or ownership of the Facility as a third party beneficiary of the right to enforce the restrictions and covenants in the Restrictive Covenant and such instrument shall provide that U.S. EPA may directly enforce such obligations and rights as against the transferee under such instrument and any successor to any such transferee; and

e. any subsequent instrument or memorandum thereof in the case of a lease, effecting such transfer of complete or partial possession or ownership of the Facility shall be recorded with the Wayne County Register of Deeds.

18. GM shall provide at least twenty-one (21) days prior written notice to U.S. EPA and MDEQ of any proposed conveyance of all or part of the Facility.

a. For any conveyance utilizing the form Covenant Deed attached hereto as

Attachment 5, such notice shall include submittal to U.S. EPA of the draft conveyance document utilizing the form Covenant Deed and a current title search, commitment for title insurance or other evidence of title acceptable to U.S. EPA which documents that the recorded Restrictive Covenant remains in place and effective, as provided in Paragraph 11.

b. For any conveyance not utilizing the form Covenant Deed in Attachment 5, GM shall submit to U.S. EPA for review and concurrence that the instrument of conveyance complies with the requirements of Paragraph 17.

i. the proposed draft deed, in recordable form, or other instrument of conveyance, including a lease, that is enforceable under the laws of the State of Michigan;

ii. with respect to any lease, a memorandum of lease in recordable form setting forth the requirements of Paragraph 17 contained in such lease; and

iii. a current title search, commitment for title insurance or other evidence of title acceptable to U.S. EPA which documents that the recorded Restrictive Covenant remains in place and effective, as provided in Paragraph 16.

c. GM shall record the U.S. EPA approved instrument of conveyance, or memorandum thereof in the case of a lease, with the Wayne County Register of Deeds.

d. GM shall provide a true copy of the recorded instrument of conveyance, or memorandum thereof in the case of a lease, showing the liber and page of recordation to U.S. EPA within thirty (30) days after GM's receipt of a copy thereof from the Wayne County Register of Deeds.

19. GM and U.S. EPA are developing a mechanism that will set forth and consolidate financial assurance requirements for corrective action at GM's facilities that are subject to U.S. EPA orders issued under Section 3008(h) of RCRA. In the event GM and U.S. EPA agree on such a mechanism, the parties agree that compliance with the terms of that mechanism will constitute compliance with the financial assurance terms of this Order. Absent such a mechanism, within 60 days of the approval date of the OMM Plan, GM must submit for approval by U.S. EPA, financial security in the amount of the approved cost estimate, in one of the forms permitted under 40 C.F.R. 265.145 (modified to replace the terms "post-closure" and "closure" with "corrective action" and referencing this Order as approved by U.S. EPA). GM shall review the cost estimate on an annual basis and increase it for inflation. If GM determines that the estimated cost of the corrective action for the Facility has changed significantly from the approved cost estimate, it must promptly provide an explanation and a revised cost estimate to U.S. EPA within 60 days of its annual review. Within 60 days of U.S. EPA's written approval of a revised cost estimate, GM shall adjust the amount of the financial security provided under this Order to reflect the amount of the revised cost estimate.

20. For documents submitted by GM for U.S. EPA approval, U.S. EPA may provide GM

with its written approval, its approval with conditions and/or modifications, disapproval, or disapproval with comments. U.S. EPA will provide a statement of reasons for any approval with conditions and/or modifications, disapproval or disapproval with comments. GM shall revise any such submittal in accordance with U.S. EPA's written comments and will submit to U.S. EPA any revised submittals within 30 days after receiving U.S. EPA's written comments (or a longer time if agreed to by the parties.) Revised submittals are subject to U.S. EPA approval, approval with conditions and/or modifications, disapproval, or disapproval with comments. U.S. EPA will provide GM with an opportunity for discussion before any unilateral modifications required by U.S. EPA under this Paragraph take effect. Upon receipt of U.S. EPA's written approval the submittal becomes an enforceable part of this Order.

21. Reporting and other requirements:

(a) GM must continue to maintain a publicly accessible repository for information related to the U.S. EPA's Final Decision for a minimum of 6 years after the effective date of this Order. Further, GM must continue to maintain a publicly accessible repository for information regarding implementation of this Order and must continue to conduct public outreach and involvement activities as appropriate.

(b) By March 1 of each year, GM must provide an annual report to U.S. EPA on its activities under this Order for the previous calendar year. The report must list work performed, data collected, problems encountered, and upcoming project schedule. The frequency of this report may be modified by agreement of the Project Managers.

(c) Independent of the annual reports under paragraph 21.b, GM must provide advance written notice to U.S. EPA of any major activities or changes in its operations at the Facility relevant to the Final Remedy. In addition, if GM notices in the normal course of business any major activities or changes in other owner's operations at the Facility which may be relevant to the Final Remedy, GM must provide prompt written notice to U.S. EPA of those activities or changes.

(d) The parties will communicate frequently and in good faith to assure successful completion of the requirements of this Order, and will meet on at least an annual basis to discuss the work proposed and performed under this Order. The frequency of this meeting may be modified by agreement of the parties.

(e) U.S. EPA may request supplemental information from GM related to implementation of the selected remedy for the Facility under this Order. GM must provide any supplemental information that U.S. EPA requests in writing in a timeframe requested by U.S. EPA or such longer timeframe as agreed to by the parties.

VII. ACCESS

22. For the purposes of conducting any activity related to this Order, during GM's

ownership of the Facility, upon reasonable notice, and at reasonable times, U.S. EPA, its contractors, employees, and any designated U.S. EPA representatives may enter and freely move about the Facility to exercise U.S. EPA's authority under RCRA, which may include among other things: interview GM personnel and contractors; review GM's progress in carrying out the terms of this Order; conduct tests, sampling, or monitoring as U.S. EPA deems necessary; use a camera, sound recording, or other documentary equipment; and verify the reports and data GM submits to U.S. EPA. GM will permit such persons to inspect and copy all non-privileged photographs and documents, including all sampling and monitoring data, that pertain to work undertaken under this Order and that are within the possession or under the control of GM or its contractors or consultants. GM may request split samples, or copies of all photographs, tapes, videos or other recorded evidence created by U.S. EPA and releaseable under the Freedom of Information Act. If GM transfers ownership of all or part of the Facility, it shall ensure access for U.S. EPA, as provided in Paragraphs 16-18.

23. Nothing in this Section limits or otherwise affects U.S. EPA's right of access and entry under applicable law, including RCRA and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. ' ' 9601-9675.

VIII. RECORD PRESERVATION

24. GM must retain, during the pendency of this Order and for at least six years after the Order terminates, all data and all final documents now in its possession or control or which come into its possession or control which relate to the subject of this Order. GM must notify U.S. EPA in writing 90 days before destroying any such records, and give U.S. EPA the opportunity to take possession of any non-privileged documents. GM's notice will refer to the effective date, caption, and docket number of this Order and will be addressed to:

Director
Waste, Pesticides and Toxics Division
U.S. EPA, Region 5
77 W. Jackson Blvd.
Chicago, IL 60604-3590

GM must also promptly give U.S. EPA's Project Manager a copy of the notice.

25. GM will not assert any privilege claim concerning any data gathered during any investigations or other actions required by this Order.

IX. STIPULATED PENALTIES

26. GM must pay the following stipulated penalties to the United States for violations of this Order:

(a) For failure to submit annual reports by the dates scheduled in paragraph-21.b, above: \$1,000 per day for the first 14 days and \$2,000 per day thereafter.

(b) For failure to submit the OMM Plan by the date scheduled in paragraph 15 above: \$1,000 per day for the first 14 days and \$2,000 per day thereafter.

(c) For failure to implement the terms of the approved OMM Plan, including implementation schedules therein: \$2,000 per day for the first 14 days and \$4,000 per day thereafter.

(d) For failure to submit supplemental information as required and scheduled in paragraph 21.e: \$2,000 per day for the first 14 days and \$4,000 per day thereafter.

(e) For failure to maintain the cost estimate and financial security as required and scheduled in paragraph 19 or in any superceding mechanism: \$1,000 per day for the first 14 days and \$2,000 per day thereafter.

(f) For failure to maintain the institutional controls as required in paragraph 11: \$3,000 per day for the first 14 days and \$6,000 per day thereafter.

27. Whether or not GM has received notice of a violation, stipulated penalties will begin to accrue on the day a violation occurs, and will continue to accrue until GM complies. For item c in paragraph 26, above, if U.S. EPA identifies a violation based on an annual report submitted under paragraph 21.b, stipulated penalties will not accrue during the period, if any, beginning 31 days after the submission of the OMM or annual report until the date that U.S. EPA notifies GM in writing of any violation. Separate stipulated penalties for separate violations of this Order will accrue simultaneously.

28. GM must pay any stipulated penalties owed to the United States under this Section within 30 days of receiving U.S. EPA's written demand to pay the penalties, unless GM invokes the dispute resolution procedures under Section X: Dispute Resolution. A written demand for stipulated penalties will describe the violation and will indicate the amount of penalties due.

29. Interest will begin to accrue on any unpaid stipulated penalty balance beginning 31 days after GM receives U.S. EPA's demand letter. Interest will accrue at the current value of funds rate established by the Secretary of the Treasury. Under 31 U.S.C. ' 3717, GM must pay an additional penalty of six percent per year on any unpaid stipulated penalty balance more than 90 days overdue.

30. GM must pay all penalties by certified or cashier's check payable to the United States of America, or by wire transfer, and will send the check to:

U.S. Department of the Treasury
Attention: U.S. EPA Region 5

P.O. Box 371531
Pittsburgh, PA 15251-7531

A transmittal letter stating the name of the Facility, GM's name and address, and the U.S. EPA docket number of this action must accompany the payment. GM will simultaneously send a copy of the check and transmittal letters to the U.S. EPA Project Manager.

31. GM may dispute U.S. EPA's assessment of stipulated penalties by invoking the dispute resolution procedures under Section X: Dispute Resolution. The stipulated penalties in dispute will continue to accrue, but need not be paid, during the dispute resolution period. GM must pay stipulated penalties and interest, if any, according to the dispute resolution decision or agreement. GM must submit such payment to U.S. EPA within 30 days after receiving the resolution according to the payment instructions of this Section.

32. Neither invoking dispute resolution nor paying penalties will affect GM's obligation to comply with the terms of this Order not directly in dispute.

33. The stipulated penalties set forth in this Section do not preclude U.S. EPA from pursuing any other remedies or sanctions which may be available to U.S. EPA for GM's violation of any terms of this Order. However, U.S. EPA will not seek both a stipulated penalty under this Section and a statutory penalty for the same violation.

X. DISPUTE RESOLUTION

34. The parties will use their best efforts to informally and in good faith resolve all disputes or differences of opinion.

35. If any party disagrees, in whole or in part, with any decision made or action taken under this Order, that party will notify the other party's Project Manager of the dispute. The Project Managers will attempt to resolve the dispute informally.

36. If the Project Managers cannot resolve the dispute informally, either party may pursue the matter formally by placing its objections in writing. A written objection must state the specific points in dispute, the basis for that party's position, and any matters which it considers necessary for determination.

37. The parties will in good faith attempt to resolve the dispute through formal negotiations within 21 days, or a longer period if agreed in writing by the parties. During formal negotiations, any party may request a conference with appropriate senior management to discuss the dispute.

38. If the parties are unable to reach an agreement through formal negotiations, within 14 business days after any formal negotiations end, the parties may submit additional written

information to the Director of the Waste, Pesticides and Toxics Division, U.S. EPA Region 5. U.S. EPA will maintain a record of the dispute, which will contain all statements of position and any other documentation submitted pursuant to this Section. U.S. EPA will allow timely submission of relevant supplemental statements of position by the parties to the dispute. Based on the record, U.S. EPA will respond to GM's arguments and evidence and provide a detailed written decision on the dispute signed by the Director of the Waste, Pesticides and Toxics Division, U.S. EPA Region 5 ("EPA Dispute Decision").

XI. FORCE MAJEURE AND EXCUSABLE DELAY

39. Force majeure, for purposes of this Order, is any event arising from causes not foreseen and beyond GM's control that delays or prevents the timely performance of any obligation under this Order despite GM's best efforts.

40. If any event occurs or has occurred that may delay the performance of any obligation under this Order, whether or not caused by a force majeure event, GM must notify U.S. EPA within two business days after learning that the event may cause a delay. If GM wishes to claim a force majeure event, within 15 business days thereafter GM must provide to U.S. EPA in writing all relevant information relating to the claim, including a proposed revised schedule.

41. If U.S. EPA determines that a delay or anticipated delay is attributable to a force majeure event, U.S. EPA will extend in writing the time to perform the obligation affected by the force majeure event for such time as U.S. EPA determines is necessary to complete the obligation.

XII. MODIFICATION

42. This Order may be modified only by mutual agreement of U.S. EPA and GM. Any agreed modifications will be in writing, will be signed by all the parties, will be effective on the date of signature by U.S. EPA, and will be incorporated into this Order.

XIII. RESERVATION OF RIGHTS

43. Nothing in this Order restricts U.S. EPA's authority to seek GM's compliance with the Order and applicable laws and regulations. For violations of this Order, U.S. EPA reserves its rights to bring an action to enforce the Order, to assess penalties under Section 3008(h)(2) of RCRA, 42 U.S.C. § 6928(h)(2), and to issue an administrative order to perform corrective actions or other response measures. In any later proceeding, GM shall not assert or maintain any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon a contention that the claims raised by the United States in the later proceeding were or should have been raised here. This Order is not a covenant not to sue, release, waiver, or limitation of any rights, remedies, powers, or authorities of U.S. EPA.

44. If U.S. EPA determines that GM's actions related to this Order have caused or may cause a release of hazardous waste or hazardous constituent(s), or a threat to human health or the environment, or that GM cannot perform any of the work ordered, U.S. EPA may order GM to stop implementing this Order for the time U.S. EPA determines may be needed to abate the release or threat and/or order GM to take any action that U.S. EPA determines is necessary to abate the release or threat.

45. GM does not admit any of U.S. EPA's factual or legal determinations. Except for the specific waivers in this Order, GM reserves all of its rights, remedies and defenses, including all rights and defenses it may have: (a) to challenge U.S. EPA's performance of work; (b) to challenge U.S. EPA's stop work orders; and (c) regarding liability or responsibility for conditions at the Facility, except for its right to contest U.S. EPA's jurisdiction to issue or enforce this Order. GM has entered into this Order in good faith without trial or adjudication of any issue of fact or law. GM reserves its right to seek judicial review of U.S. EPA actions taken under this Order, including a proceeding brought by the United States to enforce the Order or to collect penalties for violations of the Order.

XIV. OTHER CLAIMS

46. GM waives any claims or demands for compensation or payment under Sections 106(b), 111, and 112 of CERCLA against the United States or the Hazardous Substance Superfund established by 26 U.S.C. § 9507 for, or arising out of, any activity performed or expense incurred under this Order. Additionally, this Order is not a decision on preauthorization of funds under Section 111(a)(2) of CERCLA.

XV. INDEMNIFICATION OF THE UNITED STATES GOVERNMENT

47. GM indemnifies, saves and holds harmless the United States, its agencies, departments, agents, and employees, from all claims or causes of action arising from or on account of acts or omissions of GM or its officers, employees, agents, independent contractors, receivers,

trustees, and assigns in carrying out activities required by this Order. This indemnification will not affect or limit the rights or obligations of GM or the United States under their various contracts. This indemnification will not create any obligation on the part of GM to indemnify the United States from claims arising from the acts or omissions of the United States.

XVI. SEVERABILITY

48. If any judicial or administrative authority holds any provision of this Order to be invalid, the remaining provisions will remain in force and will not be affected.

XVII. TERMINATION AND SATISFACTION

49. GM may request that U.S. EPA issue a determination that GM has met the requirements of the Order for all or a portion of the Facility. GM may also request that U.S. EPA issue a “no further interest” or “corrective action complete” determination for all or a portion of the Facility.

50. The provisions of the Order will be satisfied upon the parties’ execution of an Acknowledgment of Termination and Agreement on Record Preservation and Reservation of Rights, consistent with U.S. EPA’s Model Scope of Work.

51. GM’s execution of the Acknowledgment will affirm its continuing obligation to preserve all records as required by Section VIII, to maintain any necessary institutional controls or other long term measures, and to recognize U.S. EPA’s reservation of rights as required in Section XIII.

XVIII. EFFECTIVE DATE

52. This Order is effective on the date that U.S. EPA signs the Order.

IT IS SO AGREED:

DATE: 5-7-07

BY: William J. McFarland
William J. McFarland
Director, Remediation Services
Worldwide Facilities Group
General Motors Corporation
Respondent

IT IS SO ORDERED:

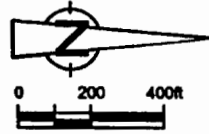
DATE: 5/21/07

BY: Margaret M. Guerriero
Margaret M. Guerriero, Director
Waste, Pesticides and Toxics Division
U.S. Environmental Protection Agency
Region 5
RCRA-05-2007-0008

ATTACHMENT 1

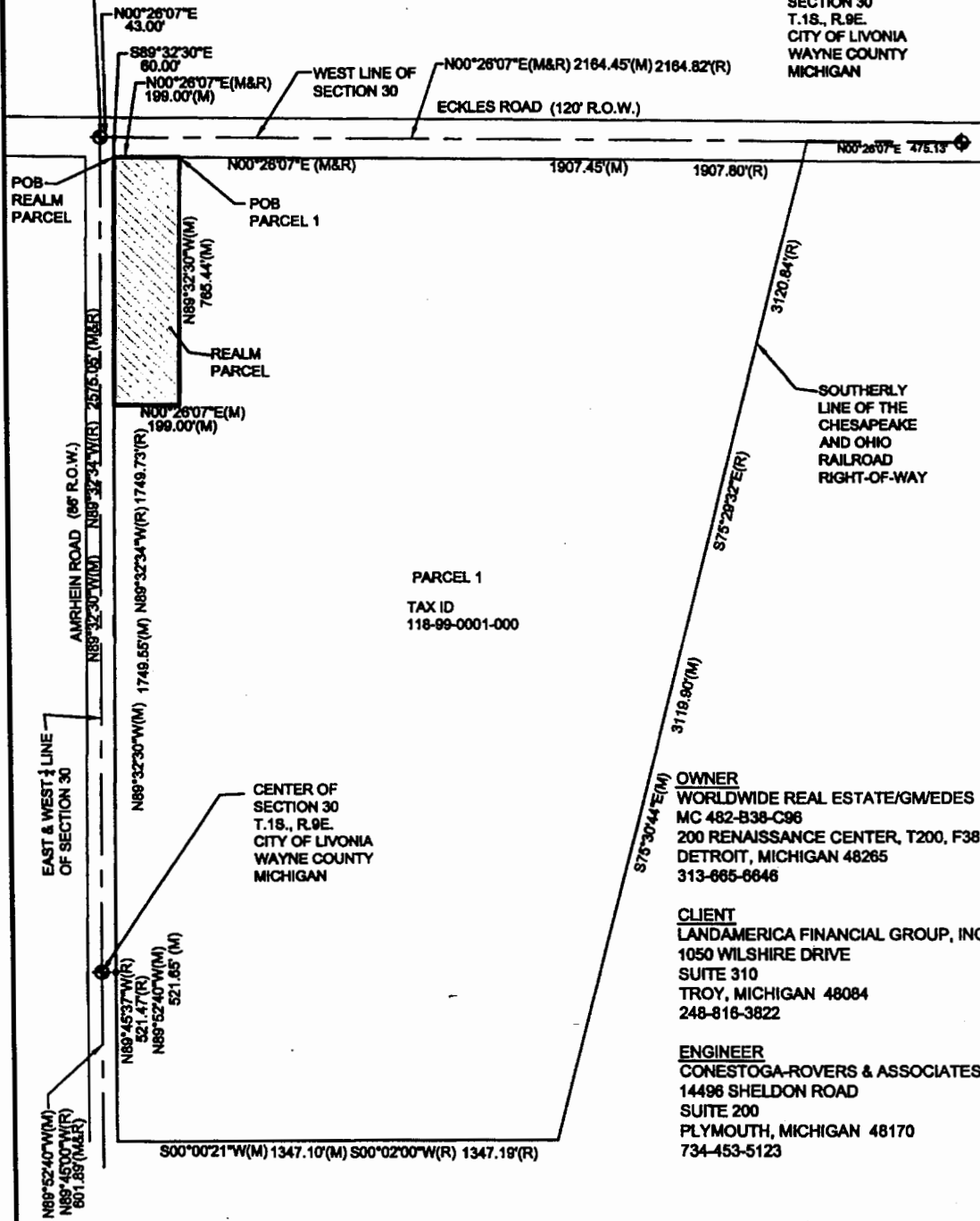
FACILITY DESCRIPTION

EXHIBIT 1
LEGAL DESCRIPTION



WEST 1/4 CORNER
SECTION 30
T.1S., R.9E.
CITY OF LIVONIA
WAYNE COUNTY
MICHIGAN

NORTHWEST CORNER
SECTION 30
T.1S., R.9E.
CITY OF LIVONIA
WAYNE COUNTY
MICHIGAN



WEST 1/4 CORNER
SECTION 30
T.1S., R.9E.
CITY OF LIVONIA
WAYNE COUNTY
MICHIGAN

TITLE
BOUNDARY SURVEY
13000 ECKLES ROAD SITE
LIVONIA, MICHIGAN

DRAWN D.M.G.

APPROVED M.H.

PROJECT No. 12607-40

SCALE 1"=400'

DATE 12/18/2006

DRAWING NUMBER SHEET 1 OF 2



**CONESTOGA-ROVERS
& ASSOCIATES**

EXHIBIT 1 (PAGE 2)

PARENT PARCEL

A PART OF THE NORTH 1/4 OF SECTION 30, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN. BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 30 AND PROCEEDING THENCE N.00°28'07"E. (M&R), 2164.45 FEET(M), 2164.82 FEET(R) ALONG THE WEST LINE OF SECTION 30 TO A POINT ON THE SOUTHERLY LINE OF THE CHESAPEAKE AND OHIO RAILROAD RIGHT-OF-WAY; THENCE S.75°30'44"E.(M), S.75°29'32"E.(R), 3265.03 FEET(M), 3265.32 FEET(R) ALONG SAID RIGHT-OF-WAY; THENCE S.00°02'00"W.(M&R), 1369.43 FEET(M), 1370.61 FEET(R) TO A POINT ON THE EAST AND WEST 1/2 LINE OF SECTION 30; THENCE ALONG SAID LINE THE TWO (2) FOLLOWING COURSES N.89°52'40"W(M), N.89°45'00"W.(R), 601.89 FEET(M&R) AND N.89°32'30"W.(M), N.89°32'34"W.(R), 2575.05 FEET(M&R) TO THE POINT OF BEGINNING.
CONTAINING 5,607,542 SQ. FT.
128.73 ACRES

PARCEL 1

A PART OF THE NORTH 1/4 OF SECTION 30, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN.
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30, THENCE N.00°28'07"E., 43.00 FEET ALONG THE WEST LINE OF SECTION 30; THENCE S.89°32'30"E., 60.00 FEET; THENCE N.00°28'07"E.(M), 199.00(M) TO THE POINT OF BEGINNING; THENCE N.00°28'07"E.(M&R), 1907.45 FEET(M), 1907.80 FEET(R) ALONG ECKLES ROAD RIGHT-OF-WAY(120' R.O.W.) TO A POINT ON THE SOUTHERLY LINE OF THE CHESAPEAKE AND OHIO RAILROAD RIGHT-OF-WAY; THENCE S.75°30'44"E.(M), S.75°29'32"E.(R), 3119.90 FEET(M), 3120.84 FEET(R) ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE S.00°00'21"W.(M), S.00°02'00"W.(R), 1347.10 FEET(M), 1347.19 FEET(R) TO A POINT ON AMRHEIN ROAD RIGHT-OF-WAY(86' R.O.W.); THENCE ALONG SAID RIGHT-OF-WAY THE TWO(2) FOLLOWING COURSES, N.89°52'40"W.(M), N.89°45'37"W.(R), 521.65 FEET(M), 521.47 FEET(R) AND N.89°32'30"W.(M), N.89°32'34"W.(R), 1749.55 FEET(M), 1749.73 FEET(R); THENCE N.00°28'07"E.(M), 199.00 FEET(M); THENCE N89°32'30"W.(M), 765.44 FEET(M) TO THE POINT OF BEGINNING.
CONTAINING 5,084,422 SQ. FT.
116.72 ACRES

REALM PARCEL

A PART OF THE NORTH 1/4 OF SECTION 30, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN.
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30, THENCE N.00°28'07"E., 43.00 FEET ALONG THE WEST LINE OF SECTION 30; THENCE S.89°32'30"E., 60.00 FEET TO THE POINT OF BEGINNING; THENCE N.00°28'07"E., 199.00 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF ECKLES ROAD(120' R.O.W.); THENCE S.89°32'30"E., 765.44 FEET; THENCE S.00°26'07"W., 199.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF AMRHEIN ROAD(86' R.O.W.); THENCE N.89°32'30"W., 765.44 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.
CONTAINING 152,323 SQ. FT.
3.50 ACRES

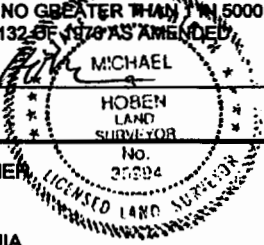
WITNESSES

1. WEST 1/4 SECTION 30
FOUND IRON IN MON. BOX
N75°E 174.19' "X" CUT IN CONC. BASE OF CAMERA TOWER
S81°E 171.65' CENTERLINE OF FIRE HYDRANT
S66°E 60.64' "X" CUT NE BOLT OF LAMP POST
N27°W 117.05' CENTERLINE OF FIRE HYDRANT
2. CENTER 1/4 CORNER OF SECTION 30
FOUND IRON IN MON. BOX
N75°E 64.92' POWER POLE
S72°E 85.14' CENTERLINE OF FIRE HYDRANT
SOUTH 33.03' "X" CUT IN CONCRETE
N78°W 142.47' PK & WASHER IN NE FACE OF UTILITY POLE

CERTIFICATION

AS A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, I HEREBY STATE THAT I HAVE CAUSED TO BE SURVEYED THE PARCEL OF LAND DESCRIBED AND DELINEATED HEREON, THAT SAID PLAT IS A TRUE REPRESENTATION OF THE SURVEY AS DIRECTED BY ME, AND THAT THERE ARE NO ENCROACHMENTS OTHER THAN AS SHOWN HEREON: THAT SAID SURVEY WAS PERFORMED WITH AN ERROR OF CLOSURE NO GREATER THAN 1 IN 5000 AND THAT I HAVE FULLY COMPLIED WITH THE REQUIREMENTS OF P.A. 132 OF 1979 AS AMENDED.

Michael S. Hobson
Michael S. Hobson
35994



WEST 1/4 CORNER
SECTION 30
T.1S., R.9E.
CITY OF LIVONIA
WAYNE COUNTY
MICHIGAN

TITLE
BOUNDARY SURVEY
13000 ECKLES ROAD SITE
LIVONIA, MICHIGAN



DRAWN D.M.G.	APPROVED M.H.
PROJECT No. 12607-40	SCALE N.T.S.
DATE 12/18/2006	DRAWING NUMBER SHEET 2 OF 2

ATTACHMENT 2

RESTRICTIVE COVENANT

ATTACHMENT 2.1

**GENERAL MOTORS CORPORATION PARCEL
RESTRICTIVE COVENANT**

DECLARATION OF RESTRICTIVE COVENANT

MDEQ Reference No.: RC-WHMD-06-007

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made by General Motors Corporation (GM), Owner, with an address at 300 Renaissance Drive, Detroit, Michigan 48265, and is 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 13000 Eckles Road in Livonia, Michigan and legally described in Exhibit 1 attached hereto. The "*Limits of Land Use and Resource Use Restrictions*" attached hereto as Exhibit 2 provides the legal description and survey of the portion of the property described in Exhibit 1 that is subject to the land use and resource use restrictions specified in this Restrictive Covenant (the "Property").

The Property is associated with the GM Former Delphi Chassis Systems Livonia Plant, United States Environmental Protection Agency (USEPA) Identification Number MID005356621, and is the subject of corrective action pursuant to the Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 *et seq.* This corrective action will be the subject of an Administrative Order on Consent to be entered into between GM and the USEPA. The Administrative Order on Consent will require GM to reserve the right to enforce the restriction and covenants set forth in this Restrictive Covenant in any document conveying an interest in the Property.

On June 27, 2005, GM submitted to the USEPA a Revised RCRA Corrective Measures Proposal ("CMP") that proposed final corrective measures for the Property. The June 27, 2005, CMP described and documented the investigations, corrective action activities and proposed controls for contamination remaining at the Property. USEPA reviewed GM's CMP, inspected the Property and issued a RCRA Final Decision and Response to Comments dated March 13, 2006, determining that the proposed corrective measures at the Property are approved as long as an enforceable mechanism is in place to ensure that the controls proposed by GM are implemented and remain in place. This Restrictive Covenant and the Administrative Order on Consent are collectively intended to be such a mechanism.

The CMP provides that this Restrictive Covenant will be recorded with the Wayne County Register of Deeds to: 1) prohibit groundwater use on the Property for any purpose; 2) restrict the uses of the Property for any purpose other than those characterized by the Michigan Department of Environmental Quality ("MDEQ") as Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited Industrial, unless otherwise agreed to by GM and USEPA and in consultation with MDEQ; 3) maintain the barrier wall and cover consistent with the existing conditions, located in the area of the Property, as generally shown on Exhibit 3 attached hereto, under an Operations, Maintenance and Monitoring Plan (OMM Plan) approved by USEPA; and, 4) control particulate emissions from surface soil on certain areas of the Property as generally shown on Exhibit 3 attached hereto, and described in the Dust Control Plan approved by USEPA, so that there are no unacceptable inhalation risks.

The land and resource use restrictions contained in this Restrictive Covenant are based upon information available at the time the CMP was approved by the USEPA. Failure of the corrective action activities to achieve and maintain the exposure controls and requirements specified in the CMP; future changes in the environmental condition of the Property; the discovery of environmental

conditions at the Property that were not accounted for in the CMP; or use of the Property in a manner inconsistent with the restrictions described herein, may result in conditions at the Property not being protective of public health, safety, and welfare, and the environment.

GM intends to reserve in any future conveyance by GM of an interest in all or part of the Property the right to enforce the restrictions and covenants in this Restrictive Covenant for: (1) GM; (2) USEPA and its authorized representatives, as third party beneficiary, and (3) MDEQ and its authorized representatives.

Summary of Corrective Action Activities

Hazardous substances including chromium, manganese, lead, nickel, benzene, 1,1-dichloroethene, cis-1,2-dichloroethene, methylene chloride, tetrachloroethene, 1,1,1-trichloroethane, 1,1,2-trichloroethane, trichloroethylene (TCE), vinyl chloride, polycyclic aromatic hydrocarbons (PAHs), and polychlorinated biphenyls (PCBs) have been detected at the Property at concentrations above generic residential cleanup criteria for applicable exposure pathways promulgated under Part 201, Environmental Remediation, of the Michigan Natural Resources and Environmental Protection Act ("NREPA"), MCL § 324.20101 *et seq.*, as amended. Corrective action has been undertaken to address this contamination. Soil was removed from the south central, north central, and southeast portions of the Property. In the southwest corner of the Property ("Area 1" in Corrective Action Documents), a soil-bentonite and jet grout barrier wall have been installed to control the migration of chromium and nickel-impacted groundwater. Additionally, on the adjacent parcel owned by the Remediation and Liability Management Company, Inc. (REALM), a wholly owned subsidiary of GM, the groundwater in Area 1 is collected in a French drain collection system and treated at the treatment plant, prior to being discharged to the Detroit Water and Sewerage Department (DWSD) sanitary sewer. A groundwater monitoring plan, approved by USEPA on August 17, 2006, has been implemented for the Property to ensure that concentrations of constituents at the south and southeast property boundaries remain stable or decline. Institutional controls are being implemented along the north boundary area of the Property.

Areas of the Property described in Exhibit 2 may contain hazardous substances in excess of the concentrations developed as the unrestricted residential generic criteria under Section 20120a(1)(a) or (17) of the Michigan NREPA that have not been addressed by the activities undertaken to date. Prospective purchasers or users of the Property should 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 and the CMP and the Final Decision issued by USEPA.

Definitions

"MDEQ" 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, including the title holder's lessees and those persons or entities authorized to act on its behalf.

"USEPA" means the United States Environmental Protection Agency, its successor entities, and those persons or entities acting on its behalf.

All other terms used in this document which are defined in RCRA and/or Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules ("Part 201 Rules"), 1990 AACRS R 299.5101 et seq., shall have the same meaning in this document as in RCRA and Parts 3 and 201 of the NREPA and the Part 201 Rules, as of the date of filing of this Restrictive Covenant.

NOW THEREFORE,

Declaration of Land Use or Resource Use Restrictions

GM, on behalf of itself, its successors, transferees and assigns, covenants and declares that the Property shall be subject to those restrictions on use described below and intends that said restrictions and covenants shall run with the land, and may be enforced in perpetuity against the Owner by the following entities: (1) GM, if it is no longer the Owner; (2) MDEQ and its assigns, pursuant to Part 201 of the NREPA; and (3) USEPA and its assigns, as Third Party Beneficiary.

1. The Owner shall prohibit all uses of the Property described in Exhibit 2 that are not compatible with the Limited Commercial II, Limited Commercial III, Limited Commercial IV, or Limited Industrial land use categories established by MDEQ under Sections 20120a(1)(g) and (i) of the NREPA, and generally described in the *Description of Allowable Uses*, attached hereto as Exhibit 4, unless otherwise agreed to by GM and USEPA and in consultation with MDEQ.

2. The Owner shall manage all soils, media and/or debris that are excavated or disturbed 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 RCRA; the administrative rules promulgated thereunder; TSCA and all other applicable state and federal laws.

3. The Owner shall control particulate emissions from surface soil along the north boundary of the property ("AOI 39" in corrective action documents) following the requirements of the USEPA approved Dust Control Plan. Manganese concentrations higher than MDEQ generic industrial particulate inhalation criteria exist in the north boundary area. The location of the north boundary area is generally shown on Exhibit 3.

4. The Owner shall prohibit any construction of wells or other devices to extract groundwater for consumption, irrigation, or any other use, except for wells and devices that are part of a corrective action activity on the Property described in Exhibit 2. 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 including, but not limited to, RCRA and Part 201 of the NREPA.

5. The Owner shall prohibit any excavation or other intrusive activity that could impact the effectiveness of the barrier wall and cover in the southwest area of the Property generally shown on Exhibit 3. In the event any future use or redevelopment of the Property involves any disturbance or replacement of the existing barrier wall or cover, the Owner must contact GM and

USEPA for written approval. The Owner shall replace the existing barrier wall or cover with a wall or cover system that achieves the same performance standards as the existing barrier wall and cover and has the written approval of GM and USEPA.

6. The Owner shall not in any way interfere with the operation or performance of the groundwater collection and treatment system on the property immediately adjacent to the southwest property boundary and identified as the REALM property on Exhibit 3. The location of the groundwater collection and treatment system is generally shown on Exhibit 3.

7. The Owner shall not remove, disturb or damage any monitoring wells on the property except as provided in the OMM Plan without USEPA approval.

8. The Owner shall not remove, cover, obscure, or otherwise alter or interfere with the permanent markers placed at the locations noted in the Permanent Marker Plan, Exhibit 5. The Owner shall keep vegetation and other materials clear of the permanent markers to ensure that the markers are readily visible.

9. The Owner shall provide notice to the USEPA Region 5 and the MDEQ of the Owner's intent to transfer any interest in the Property at least twenty-one (21) 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 terms and conditions of this Restrictive Covenant. The notice required to be made to the MDEQ under this Paragraph shall be made to: Director, MDEQ, PO. Box 30473, Lansing, Michigan 48909-7973; and shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant, MDEQ Reference Number RC-WHMD-06-007. The notice required to be made to the USEPA under this Paragraph shall be made to: Director, RCRA Corrective Action, United States Environmental Protection Agency, Region 5, 77 West Jackson Boulevard, D-8J, Chicago, Illinois, 60604-3507. 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.

10. This Restrictive Covenant may only be modified or rescinded with the written approval of the USEPA and GM and in consultation with MDEQ.

11. The Owner shall provide written notice to GM, USEPA, and MDEQ within seven days of the time the Owner becomes aware of any activities that are inconsistent with the restrictions and covenants in this Restrictive Covenant.

12. GM on behalf of itself and its successors in title consents to the USEPA and the MDEQ and their designated representatives having the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the Consent Order, 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 the Consent Order.

13. GM is entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against subsequent Owners of all or part of the Property. GM, on behalf of itself and its successors in title, intends and agrees that MDEQ, pursuant to Part 201 of NREPA, and the USEPA, as a third party beneficiary, are entitled to enforce the restrictions and covenants in this Restrictive

Covenant by specific performance or other legal action in a court of competent jurisdiction against GM, as Owner, and thereafter against subsequent Owners of all or a part of the Property. All remedies available hereunder shall be in addition to any and all other remedies at law or equity.

14. 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.

15. GM hereby reserves unto itself, its representatives, contractors, and assigns, the right of access to, and an easement to and over, the Property to enter the Property with persons and such equipment as determined necessary in GM's sole discretion and judgment to implement any remediation and corrective actions required under the environmental laws. Notwithstanding the foregoing, prior to entering onto the Property pursuant to this provision, GM shall provide subsequent Owners of all or part of the Property reasonable notice. Subsequent Owners of all or part of the Property shall be entitled to escort GM, or its agent, employees or contractors onto the Property and observe all of GM's activities, and GM shall comply with all applicable laws and regulations in connection with GM's access to the Property.

16. List of Exhibits:

Exhibit 1 – Legal Description

Exhibit 2 – Limits of Land Use and Resource Use Restrictions – Survey and Legal Description

Exhibit 3 – General Location of Corrective Action Components

Exhibit 4 – Description of Allowable Uses

Exhibit 5 – Permanent Marker Plan

17. 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.

[SIGNATURES BEGIN ON NEXT PAGE]

EXHIBIT 1 (PAGE 2)

PARENT PARCEL

A PART OF THE NORTH 1/2 OF SECTION 30, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN. BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 30 AND PROCEEDING THENCE N.00°26'07"E. (M&R), 2164.45 FEET(M), 2164.82 FEET(R) ALONG THE WEST LINE OF SECTION 30 TO A POINT ON THE SOUTHERLY LINE OF THE CHESAPEAKE AND OHIO RAILROAD RIGHT-OF-WAY; THENCE S.75°30'44"E.(M), S.75°29'32"E.(R), 3265.03 FEET(M), 3265.32 FEET(R) ALONG SAID RIGHT-OF-WAY; THENCE S.00°02'00"W.(M&R), 1369.43 FEET(M), 1370.61 FEET(R) TO A POINT ON THE EAST AND WEST 1/2 LINE OF SECTION 30; THENCE ALONG SAID LINE THE TWO (2) FOLLOWING COURSES N.89°52'40"W(M), N.89°45'00"W.(R), 601.89 FEET(M&R) AND N.89°32'30"W.(M), N.89°32'34"W.(R), 2575.05 FEET(M&R) TO THE POINT OF BEGINNING. CONTAINING 5,607,542 SQ. FT. 128.73 ACRES

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WITNESSES

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N75°E 174.19' "X" CUT IN CONC. BASE OF CAMERA TOWER
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N27°W 117.05' CENTERLINE OF FIRE HYDRANT
2. CENTER 1/4 CORNER OF SECTION 30
FOUND IRON IN MON. BOX
N75°E 64.92' POWER POLE
S72°E 85.14' CENTERLINE OF FIRE HYDRANT
SOUTH 33.03' "X" CUT IN CONCRETE
N76°W 142.47' PK & WASHER IN NE FACE OF UTILITY POLE

CERTIFICATION

AS A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, I HEREBY STATE THAT I HAVE CAUSED TO BE SURVEYED THE PARCEL OF LAND DESCRIBED AND DELINEATED HEREON, THAT SAID PLAT IS A TRUE REPRESENTATION OF THE SURVEY AS DIRECTED BY ME, AND THAT THERE ARE NO ENCROACHMENTS OTHER THAN AS SHOWN HEREON; THAT SAID SURVEY WAS PERFORMED WITH AN ERROR OF CLOSURE NO GREATER THAN 1 IN 5000 AND THAT I HAVE FULLY COMPLIED WITH THE REQUIREMENTS OF P.A. 132 OF 1978 AS AMENDED.

Michael S. Hoben
35994
MICHAEL HOBEN LAND SURVEYOR No. 35994

WEST 1/4 CORNER SECTION 30 T.1S., R.9E. CITY OF LIVONIA WAYNE COUNTY MICHIGAN

TITLE BOUNDARY SURVEY 13000 ECKLES ROAD SITE LIVONIA, MICHIGAN

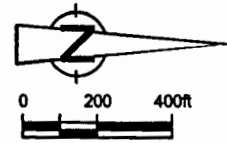
DRAWN D.M.G. APPROVED M.H.

PROJECT No. 12607-40 SCALE N.T.S.

DATE 12/18/2006 DRAWING NUMBER SHEET 2 OF 2

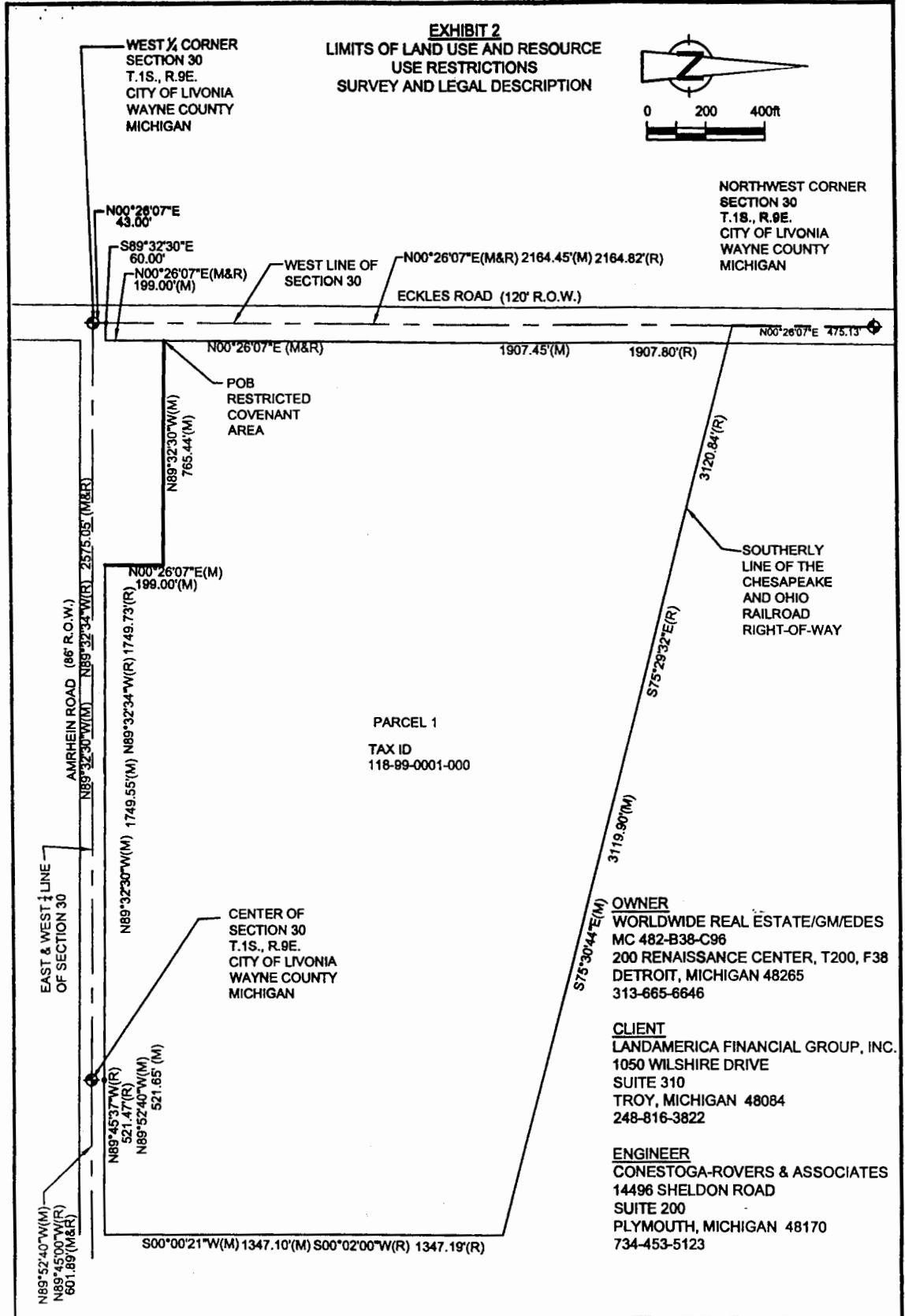


EXHIBIT 2
LIMITS OF LAND USE AND RESOURCE
USE RESTRICTIONS
SURVEY AND LEGAL DESCRIPTION



WEST ¼ CORNER
 SECTION 30
 T.1S., R.9E.
 CITY OF LIVONIA
 WAYNE COUNTY
 MICHIGAN

NORTHWEST CORNER
 SECTION 30
 T.1S., R.9E.
 CITY OF LIVONIA
 WAYNE COUNTY
 MICHIGAN



OWNER
 WORLDWIDE REAL ESTATE/GM/EDES
 MC 482-B38-C96
 200 RENAISSANCE CENTER, T200, F38
 DETROIT, MICHIGAN 48265
 313-665-6646

CLIENT
 LANDAMERICA FINANCIAL GROUP, INC.
 1050 WILSHIRE DRIVE
 SUITE 310
 TROY, MICHIGAN 48084
 248-816-3822

ENGINEER
 CONESTOGA-ROVERS & ASSOCIATES
 14496 SHELDON ROAD
 SUITE 200
 PLYMOUTH, MICHIGAN 48170
 734-453-5123

WEST ¼ CORNER
 SECTION 30
 T.1S., R.9E.
 CITY OF LIVONIA
 WAYNE COUNTY
 MICHIGAN

TITLE
 SURVEY TO ESTABLISH AND DELINEATE
 AN AREA OF RESTRICTIVE COVENANT
 LIVONIA, MICHIGAN



DRAWN D.M.G.	APPROVED M.H.
PROJECT No. 12607-40	SCALE 1"=400'
DATE 12/18/2006	DRAWING NUMBER SHEET 1 OF 2

EXHIBIT 2 (PAGE 2)

RESTRICTIVE COVENANT DESCRIPTION

A PART OF THE NORTH 1/4 OF SECTION 30, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN.

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30, THENCE N.00°26'07"E., 43.00 FEET ALONG THE WEST LINE OF SECTION 30; THENCE S.89°32'30"E., 60.00 FEET; THENCE N.00°26'07"E.(M), 199.00(M) TO THE POINT OF BEGINNING; THENCE N.00°26'07"E.(M&R), 1907.45 FEET(M), 1907.80 FEET(R) ALONG ECKLES ROAD RIGHT-OF-WAY(120' R.O.W.) TO A POINT ON THE SOUTHERLY LINE OF THE CHESAPEAKE AND OHIO RAILROAD RIGHT-OF-WAY; THENCE S.75°30'44"E.(M), S.75°29'32"E.(R), 3119.90 FEET(M), 3120.84 FEET(R) ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE S.00°00'21"W.(M), S.00°02'00"W.(R), 1347.10 FEET(M), 1347.19 FEET(R) TO A POINT ON AMRHEIN ROAD RIGHT-OF-WAY(86' R.O.W.); THENCE ALONG SAID RIGHT-OF-WAY THE TWO(2) FOLLOWING COURSES, N.89°52'40"W.(M), N.89°45'37"W.(R), 521.65 FEET(M), 521.47 FEET(R) AND N.89°32'30"W.(M), N.89°32'34"W.(R), 1749.55 FEET(M), 1749.73 FEET(R); THENCE N.00°26'07"E.(M), 199.00 FEET(M); THENCE N89°32'30"W.(M), 765.44 FEET(M) TO THE POINT OF BEGINNING.
CONTAINING 5,084,422 SQ. FT.
116.72 ACRES

WITNESSES

1. WEST 1/4 SECTION 30
 FOUND IRON IN MON. BOX
 N75°E 174.19' "X" CUT IN CONC. BASE OF CAMERA TOWER
 S81°E 171.65' CENTERLINE OF FIRE HYDRANT
 S66°E 60.64' "X" CUT NE BOLT OF LAMP POST
 N27°W 117.05' CENTERLINE OF FIRE HYDRANT

2. CENTER 1/4 CORNER OF SECTION 30
 FOUND IRON IN MON. BOX
 N75°E 64.92' POWER POLE
 S72°E 85.14' CENTERLINE OF FIRE HYDRANT
 SOUTH 33.03' "X" CUT IN CONCRETE
 N76°W 142.47' PK & WASHER IN NE FACE OF UTILITY POLE

CERTIFICATION

AS A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, I HEREBY STATE THAT I HAVE CAUSED TO BE SURVEYED THE PARCEL OF LAND DESCRIBED AND DELINEATED HEREON, THAT SAID PLAT IS A TRUE REPRESENTATION OF THE SURVEY AS DIRECTED BY ME, AND THAT THERE ARE NO ENCROACHMENTS OTHER THAN AS SHOWN HEREON; THAT SAID SURVEY WAS PREFORMED WITH AN ERROR OF CLOSURE NO GREATER THAN 1 IN 5000 AND THAT I HAVE FULLY COMPLIED WITH THE REQUIREMENTS OF P.A. 132 OF 1970 AS AMENDED.

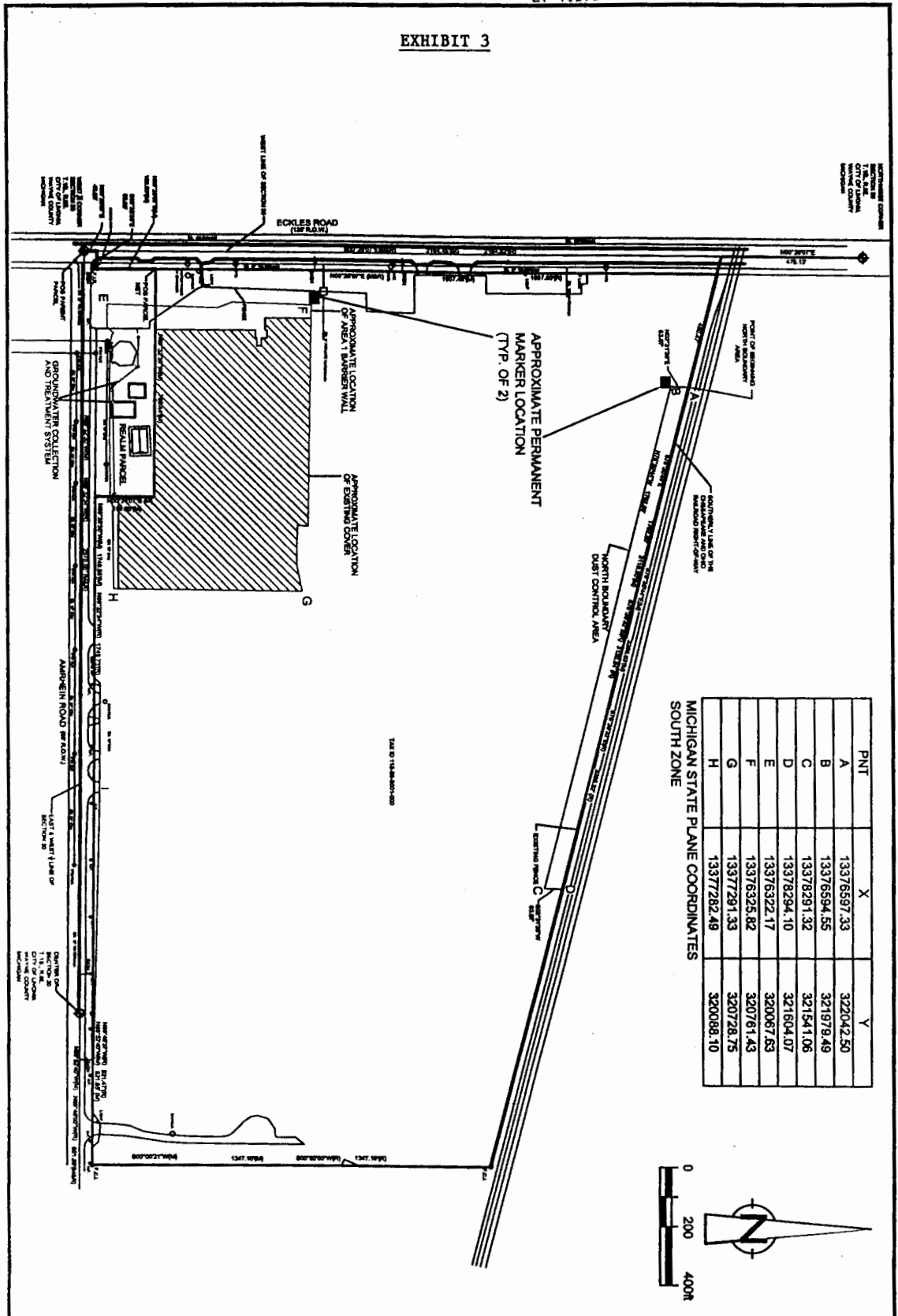
Michael S. Hoben
 Michael S. Hoben
 35994



WEST 1/4 CORNER SECTION 30 T.1S., R.9E. CITY OF LIVONIA WAYNE COUNTY MICHIGAN	TITLE SURVEY TO ESTABLISH AND DELINEATE AN AREA OF RESTRICTIVE COVENANT LIVONIA, MICHIGAN	
	DRAWN D.M.G.	APPROVED M.H.
	PROJECT No. 12607-40	SCALE N.T.S.
	DATE 12/18/2006	DRAWING NUMBER SHEET 2 OF 2



EXHIBIT 3




<p>WEST ¼ CORNER SECTION 30 T.1S., R.9E. CITY OF LIVONIA WAYNE COUNTY MICHIGAN</p>  <p>CONESTOGA-ROVERS & ASSOCIATES</p>	<p>TITLE EXHIBIT 3 CORRECTIVE ACTION COMPONENTS RESTRICTIVE COVENANT LIVONIA, MICHIGAN</p>	
	<p>DRAWN S.S.</p>	<p>APPROVED C.M.</p>
	<p>PROJECT No. 12607-40</p>	<p>SCALE 1"=400'</p>
	<p>DATE 12/18/06</p>	<p>DRAWING NUMBER SHEET 1 OF 1</p>

EXHIBIT 4

DESCRIPTION OF ALLOWABLE USES

Commercial Subcategory II Land Use Category

Any uses allowed under the Commercial Subcategory II Land Use Category, described as follows in RRD Operational Memorandum No. 1, December 10, 2004:

Commercial Subcategory II: The degree of exposure for such employees under subcategory II property is assumed to be equivalent to the exposures used to model outdoor activities in the development of the generic industrial criteria. As a result, a unique set of generic criteria has not been defined for this subcategory of commercial land use. Properties that fall into this subcategory should be addressed through the application of the generic industrial criteria or through a site-specific risk assessment.

This commercial land use subcategory is characterized by the following features. Access to the public is reliably restricted, consistent with its use by fences, security, or both. Affected surficial soils are located in unpaved or landscaped areas that are frequently contacted by worker populations such as groundskeepers, maintenance workers, or other employees whose primary duties are performed outdoors. If groundwater is relied on for drinking water, it is assumed that worker populations receive one-half of their total daily drinking water exposure from the facility. This subcategory could include, but is not limited to, the following uses:

- a) large scale commercial warehouse operations;
- b) wholesale lumber yards;
- c) building supply warehouses.

Commercial Subcategory III Land Use Category

Any uses allowed under the Commercial Subcategory III Land Use Category, described as follows in MDEQ Remediation and Redevelopment Division Operational Memorandum No. 1, December 10, 2004:

Commercial Subcategory III (low soil intensive): A worker whose primary duties take place indoors but also include some outdoor activities such as collecting trash is the receptor for this subcategory. A subcategory III commercial property is characterized by the following features. Access to the public is unrestricted, however, the general public's occupancy of the property is expected to be intermittent and significantly less in frequency and duration relative to the population working at the facility. Although some of the activities for both worker populations and the general public at a subcategory III commercial property are conducted indoors, a significant component of their activity will likely be outdoors. The worker/receptor population at these commercial facilities is expected to engage in low soil intensive activities. Routine outdoor tasks

performed by these workers are unlikely to result in significant physical interaction with the soil. Affected surficial soils may be contacted, primarily by the worker populations (as may be the cases at gas stations, auto dealerships, or building supply warehouses with unpaved areas). If on-site groundwater is relied on for drinking water, it is assumed that worker populations receive one-half of their total daily drinking water exposure from the facility. The receptors for this subcategory are expected to work at the kinds of establishments that are listed below and conducting activities that take place both indoors and outdoors. This subcategory could include, but is not limited to, the following uses:

a) retail gas stations;

b) auto service stations;

c) auto dealerships;

d) retail warehouses selling the majority of their merchandise indoors but including some limited storage or stockpiling of materials in an outdoor yard (building supply, retail flower, and garden shops not involving on-site plant horticulture and excluding open air nurseries, tree farms, and sod farms which would fall into an agricultural land use);

e) repair and service establishments including but not limited to, lawn mower, boat, snowmobile, or small appliance repair shops that have small outdoor yards;

f) small warehouse operations.

Commercial Subcategory IV Land Use Category

Any uses allowed under the Commercial Subcategory IV Land Use Category, described as follows in MDEQ Remediation and Redevelopment Division Operational Memorandum No. 1, December 10, 2004:

Commercial Subcategory IV (high soil intensive): A groundskeeper worker population has been identified as the appropriate receptor population for development in this subcategory. The worker/receptor population at these commercial facilities is expected to engage in high soil intensive activities. The primary tasks performed by these workers will result in significant physical interaction with the soil. A subcategory IV commercial property is characterized by the following features. Access to the public is unrestricted, however, the general public's occupancy of the facility is intermittent in frequency and of short duration relative to the worker populations at the facility (i.e., the frequency and duration of general public occupancy at the property is typified by the time necessary to transact business at a retail establishment or to receive personal services). At least a portion of the worker population at this type of commercial property conducts most of their work activities outdoors; this includes those workers from off-site who work at multiple properties such as commercial landscapers. General public contact with these areas is anticipated to be significantly less than the worker's contact, both in terms of frequency and duration. If groundwater is relied upon for drinking water, worker populations

would receive one-half of their total daily drinking water exposure at the facility. This subcategory could include, but is not limited to, the following uses where landscaping exists or has the potential to exist:

- a) professional offices (lawyers, architects, engineers, real estate, insurance, etc.);
- b) medical/dental offices and clinics (not including hospitals);
- c) banks, credit unions, savings and loan institutions, etc.;
- d) publicly owned office buildings;
- e) any retail business whose principal activity is the sale of food or merchandise within an enclosed building;
- f) personal service establishments which perform services indoors (health clubs, barber/beauty salons, mortuaries, photographic studios, etc.).

Industrial Land Use Category

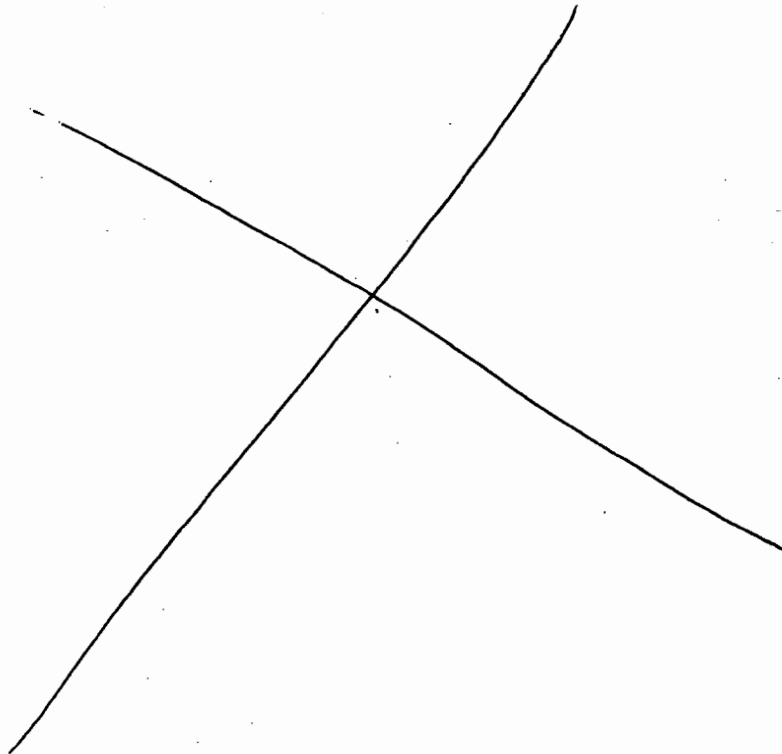
Any uses allowed under the Industrial Land Use Category, described as follows in MDEQ Remediation and Redevelopment Division Operational Memorandum No. 1, December 10, 2004:

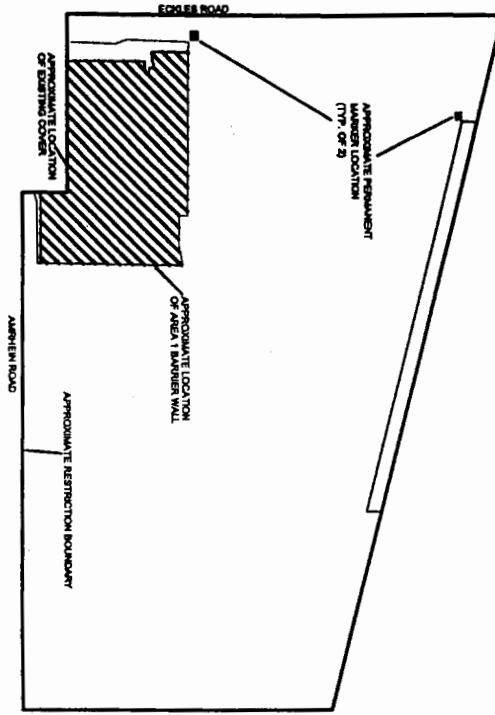
Industrial Land Use Category: Industrial land use includes both of the following two elements:

1. The primary activity at the property is and will continue to be industrial in nature (e.g., manufacturing, utilities, industrial research and development, petroleum bulk storage) and access is and will continue to be reliably restricted consistent with its use (e.g., by fences, security personnel, or both). Inactive or abandoned properties can be included in this category if the use was and/or will be industrial, as described above, and access is controlled as necessary to assure unacceptable exposures do not occur. The industrial category does not include farms, gasoline service stations, or other commercial establishments where children may commonly be present.

2. The current zoning of the property is industrial, the zoning is anticipated to be industrial (see below), or the RAP/CAP includes documentation that the current industrial use is a legal nonconforming use. This may include different zoning designations, depending on the community, such as "light industrial" or "heavy industrial." Documentation of zoning must be included in the RAP/CAP and must include a map or current property record card that shows the zoning status of the facility and all adjacent properties. For each designated zoning category, the documentation must also include the text of the zoning code or ordinance for that designation. If the text for the zoning category refers to any other categories, text for those categories must also be included. If the RAP/CAP is based on anticipated zoning changes, documentation of how and when the zoning changes are to be accomplished and that the proposed criteria are consistent

with the new zoning designation must be provided. The MDEQ shall not grant final approval until a final determination of that zoning change has been made by the local unit of government. The RAP/CAP must identify the nearest current residential land uses and nearest properties which are zoned for residential use. Any legal nonconforming land uses in the vicinity of the facility must be identified in the RAP/CAP (e.g., residential use on a parcel zoned "transitional industrial").





PERMANENT MARKER PLAN

THIS IS A SITE OF ENVIRONMENTAL CONTAMINATION. RESTRICTIONS ARE IN PLACE TO PREVENT UNACCEPTABLE EXPOSURE TO SUBSURFACE CONTAMINATION THAT IS PRESENT. THESE RESTRICTIONS GENERALLY: 1) PROHIBIT GROUNDWATER USE FOR ANY PURPOSE; 2) RESTRICT THE USES OF THE SITE INCLUDING PROHIBITING RESIDENTIAL USE; 3) RESTRICT THE USES OF THE SITE FOR ANY PURPOSE WHICH WILL INTERFERE WITH THE PERFORMANCE OF THE GROUNDWATER EXTRACTION SYSTEM AND TREATMENT OPERATIONS; 4) REQUIRE A DUST CONTROL PLAN FOR THE DISTURBANCE OF SURFACE AND SUBSURFACE SOILS WHICH COULD CAUSE AN UNACCEPTABLE DUST EXPOSURE IN THE NORTH BOUNDARY AREA; AND 5) PROHIBIT THE DISTURBANCE OF THE EXISTING COVER OR BARRIER WALL IDENTIFIED IN THE SOUTHWEST CORNER OF THE SITE WITHOUT THE EXPRESSED WRITTEN APPROVAL FROM GENERAL MOTORS CORPORATION. DETAILS CONCERNING THESE LAND AND RESOURCE RESTRICTIONS CAN BE FOUND AT THE WAYNE COUNTY REGISTER OF DEEDS, LIBER _____, PAGE _____.



TITLE EXHIBIT 5
 PERMANENT MARKER PLAN
 RESTRICTIVE COVENANT
 13000 ECKLES ROAD SITE
 Livonia, Michigan

DRAWN G.U.

APPROVED

PROJECT No. 12607-40

SCALE N.T.S.

DATE 12/18/2006

DRAWING NUMBER SHEET 1 OF 1



**CONESTOGA-ROVERS
 & ASSOCIATES**

ATTACHMENT 2.2

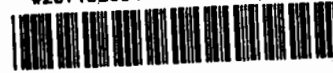
**REMEDICATION AND LIABILITY MANAGEMENT COMPANY, INC
RESTRICTIVE COVENANT**

Bernard J. Youngblood
Wayne County Register of Deeds

March 16, 2007 03:01 PM

Liber 46089 Page 412-426

#207102684 NOT FEE: \$57.00



2007 MAR 19 PM 3:01

BERNARD J. YOUNGBLOOD
DECLARATION OF RESTRICTIVE COVENANT
REGISTER OF DEEDS
WAYNE COUNTY, MI

MDEQ Reference No.: RC-WHMD-07-001

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made by the Remediation and Liability Management Company, Inc. (REALM), a wholly owned subsidiary of General Motors Corporation (GM), Owner, with an address at 300 Renaissance Drive, Detroit, Michigan 48265, and is 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 12950 Eckles Road in Livonia, Michigan and legally described in Exhibit 1 attached hereto. The "*Limits of Land Use and Resource Use Restrictions*" attached hereto as Exhibit 2 provides the legal description and survey of the portion of the property described in Exhibit 1 that is subject to the land use and resource use restrictions specified in this Restrictive Covenant (the "Property").

The Property is associated with the GM Former Delphi Chassis Systems Livonia Plant, United States Environmental Protection Agency (USEPA) Identification Number MID005356621, and is the subject of corrective action pursuant to the Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 *et seq.* This corrective action will be the subject of an Administrative Order on Consent to be entered into between GM and the USEPA. The Administrative Order on Consent will require GM to reserve the right to enforce the restriction and covenants set forth in this Restrictive Covenant in any document conveying an interest in the Property.

On June 27, 2005, GM submitted to the USEPA a Revised RCRA Corrective Measures Proposal ("CMP") that proposed final corrective measures for the Property. The June 27, 2005, CMP described and documented the investigations, corrective action activities and proposed controls for contamination remaining at the Property. USEPA reviewed GM's CMP, inspected the Property and issued a RCRA Final Decision and Response to Comments dated March 13, 2006, determining that the proposed corrective measures at the Property are approved as long as an enforceable mechanism is in place to ensure that the controls proposed by GM are implemented and remain in place. This Restrictive Covenant and the Administrative Order on Consent are collectively intended to be such a mechanism.

The CMP provides that this Restrictive Covenant will be recorded with the Wayne County Register of Deeds to: 1) prohibit groundwater use on the Property for any purpose; 2) restrict the uses of the Property for any purpose other than those characterized by the Michigan Department of Environmental Quality ("MDEQ") as Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited Industrial, unless otherwise agreed to by GM and USEPA and in consultation with MDEQ; and, 3) maintain the barrier wall consistent with the existing conditions, located in the area of the Property as generally shown on Exhibit 3 attached hereto, under an Operations, Maintenance and Monitoring Plan (OMM Plan) approved by USEPA

The land and resource use restrictions contained in this Restrictive Covenant are based upon information available at the time the CMP was approved by the USEPA. Failure of the corrective action activities to achieve and maintain the exposure controls and requirements specified in the CMP; future changes in the environmental condition of the Property; the discovery of environmental conditions at the Property that were not accounted for in the CMP; or use of the Property in a manner inconsistent with the restrictions described herein, may result in conditions at the Property not being protective of public health, safety, and welfare, and the environment.

February 22, 2007

GM intends to reserve in any future conveyance by GM of an interest in all or part of the Property the right to enforce the restrictions and covenants in this Restrictive Covenant for: (1) GM; (2) USEPA and its authorized representatives, as third party beneficiary, and (3) MDEQ and its authorized representatives.

Summary of Corrective Action Activities

Hazardous substances including chromium, and nickel have been detected at the Property at concentrations above generic residential cleanup criteria for applicable exposure pathways promulgated under Part 201, Environmental Remediation, of the Michigan Natural Resources and Environmental Protection Act ("NREPA"), MCL § 324.20101 *et seq.*, as amended. Corrective action has been undertaken to address this contamination. In the southwest corner of the adjacent parcel ("Area 1" in Corrective Action Documents), a soil-bentonite and jet grout barrier wall have been installed to control the migration of chromium and nickel-impacted groundwater. On the Property, the groundwater in Area 1 is collected in a French drain collection system and treated at the treatment plant, prior to being discharged to the Detroit Water and Sewerage Department (DWSD) sanitary sewer. A groundwater monitoring plan, approved by USEPA on August 17, 2006, has been implemented for the Property to ensure that concentrations of constituents at the south property boundary remains stable or declines.

Areas of the Property described in Exhibit 2 may contain hazardous substances in excess of the concentrations developed as the unrestricted residential generic criteria under Section 20120a(1)(a) or (17) of the Michigan NREPA that have not been addressed by the activities undertaken to date. Prospective purchasers or users of the Property should 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 and the CMP and the Final Decision issued by USEPA.

Definitions

"MDEQ" 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, including the title holder's lessees and those persons or entities authorized to act on its behalf.

"USEPA" means the United States Environmental Protection Agency, its successor entities, and those persons or entities acting on its behalf.

All other terms used in this document which are defined in RCRA and/or Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules ("Part 201 Rules"), 1990 AACRS R 299.5101 *et seq.*, shall have the same meaning in this document as in RCRA and Parts 3 and 201 of the NREPA and the Part 201 Rules, as of the date of filing of this Restrictive Covenant.

NOW THEREFORE,

Declaration of Land Use or Resource Use Restrictions

GM, on behalf of itself, its successors, transferees and assigns, covenants and declares that the Property shall be subject to those restrictions on use described below and intends that said restrictions and covenants shall run with the land, and may be enforced in perpetuity against the Owner by the following entities: (1) GM, if it is no longer the Owner; (2) MDEQ and its assigns, pursuant to Part 201 of the NREPA; and (3) USEPA and its assigns, as Third Party Beneficiary.

1. The Owner shall prohibit all uses of the Property described in Exhibit 2 that are not compatible with the Limited Commercial II, Limited Commercial III, Limited Commercial IV, or Limited Industrial land use categories established by MDEQ under Sections 20120a(1)(g) and (i) of the NREPA, and generally described in the *Description of Allowable Uses*, attached hereto as Exhibit 4, unless otherwise agreed to by GM and USEPA and in consultation with MDEQ.

2. The Owner shall manage all soils, media and/or debris that are excavated or disturbed 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 RCRA; the administrative rules promulgated thereunder; TSCA and all other applicable state and federal laws.

3. The Owner shall prohibit any construction of wells or other devices to extract groundwater for consumption, irrigation, or any other use, except for wells and devices that are part of a corrective action activity on the Property described in Exhibit 2. 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 including, but not limited to, RCRA and Part 201 of the NREPA.

4. The Owner shall prohibit any excavation or other intrusive activity that could impact the effectiveness of the barrier wall in the southern and western areas of the Property generally shown on Exhibit 3. In the event any future use or redevelopment of the Property involves any disturbance or replacement of the existing barrier wall or cover, the Owner must contact GM and USEPA for written approval. The Owner shall replace the existing barrier wall with a wall or cover system that achieves the same performance standards as the existing barrier wall and has the written approval of GM and USEPA.

5. The Owner shall not in any way interfere with the operation or performance of the groundwater collection and treatment system on the property immediately adjacent to the southwest property boundary and identified as the REALM property on Exhibit 3. The location of the groundwater collection and treatment system is generally shown on Exhibit 3.

6. The Owner shall not remove, disturb or damage any monitoring wells on the property except as provided in the OMM Plan without USEPA approval.

7. The Owner shall not remove, cover, obscure, or otherwise alter or interfere with the permanent markers placed at the locations noted in the Permanent Marker Plan, Exhibit 5. The Owner shall keep vegetation and other materials clear of the permanent markers to ensure that the markers are readily visible.

8. The Owner shall provide notice to the USEPA Region 5 and the MDEQ of the Owner's intent to transfer any interest in the Property at least twenty-one (21) 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 terms and conditions of this Restrictive Covenant. The notice required to be made to the MDEQ under this Paragraph shall be made to: Director, MDEQ, PO. Box 30473, Lansing, Michigan 48909-7973; and shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant, MDEQ Reference Number RC-WHMD-07-001. The notice required to be made to the USEPA under this Paragraph shall be made to: Director, RCRA Corrective Action, United States Environmental Protection Agency, Region 5, 77 West Jackson Boulevard, D-8J, Chicago, Illinois, 60604-3507. 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.

9. This Restrictive Covenant may only be modified or rescinded with the written approval of the USEPA and GM and in consultation with MDEQ.

10. The Owner shall provide written notice to GM, USEPA, and MDEQ within seven days of the time the Owner becomes aware of any activities that are inconsistent with the restrictions and covenants in this Restrictive Covenant.

11. GM on behalf of itself and its successors in title consents to the USEPA and the MDEQ and their designated representatives having the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the Consent Order, 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 the Consent Order.

12. GM is entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against subsequent Owners of all or part of the Property. GM, on behalf of itself and its successors in title, intends and agrees that MDEQ, pursuant to Part 201 of NREPA, and the USEPA, as a third party beneficiary, are entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against GM, as Owner, and thereafter against subsequent Owners of all or a part of the Property. All remedies available hereunder shall be in addition to any and all other remedies at law or equity.

13. 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.

14. GM hereby reserves unto itself, its representatives, contractors, and assigns, the right of access to, and an easement to and over, the Property to enter the Property with persons

and such equipment as determined necessary in GM's sole discretion and judgment to implement any remediation and corrective actions required under the environmental laws. Notwithstanding the foregoing, prior to entering onto the Property pursuant to this provision, GM shall provide subsequent Owners of all or part of the Property reasonable notice. Subsequent Owners of all or part of the Property shall be entitled to escort GM, or its agent, employees or contractors onto the Property and observe all of GM's activities, and GM shall comply with all applicable laws and regulations in connection with GM's access to the Property.

15. List of Exhibits:

Exhibit 1 – Legal Description

Exhibit 2 – Limits of Land Use and Resource Use Restrictions – Survey and Legal Description

Exhibit 3 – General Location of Corrective Action Components

Exhibit 4 – Description of Allowable Uses

Exhibit 5 – Permanent Marker Plan

16. 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.

[SIGNATURES BEGIN ON NEXT PAGE]

February 22, 2007

IN WITNESS WHEREOF,

General Motors Corporation has caused this Restrictive Covenant, RC-WHMD-07-001 to be executed on this 12TH day of MARCH, 2007.

EXECUTION RECOMMENDED
WORLDWIDE REAL ESTATE
BY [Signature]
ON 02/22/07, 1:17:00 PM

**REMEDICATION AND LIABILITY
MANAGEMENT COMPANY, INC.**

A Michigan corporation

By: [Signature]
Signature

Name: **JOHN K. BLANCHARD**
VICE PRESIDENT

Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me in Wayne County, Michigan, this 12TH day of MARCH, 2007 by JOHN K. BLANCHARD, Worldwide Real Estate of General Motors Corporation, a Delaware corporation, on behalf of the Corporation.

[Signature]
Print name: DIANE K. KRATZ
Notary Public, State of Michigan,
County of WAYNE
My commission expires 11-28-11
Acting in the County of WAYNE

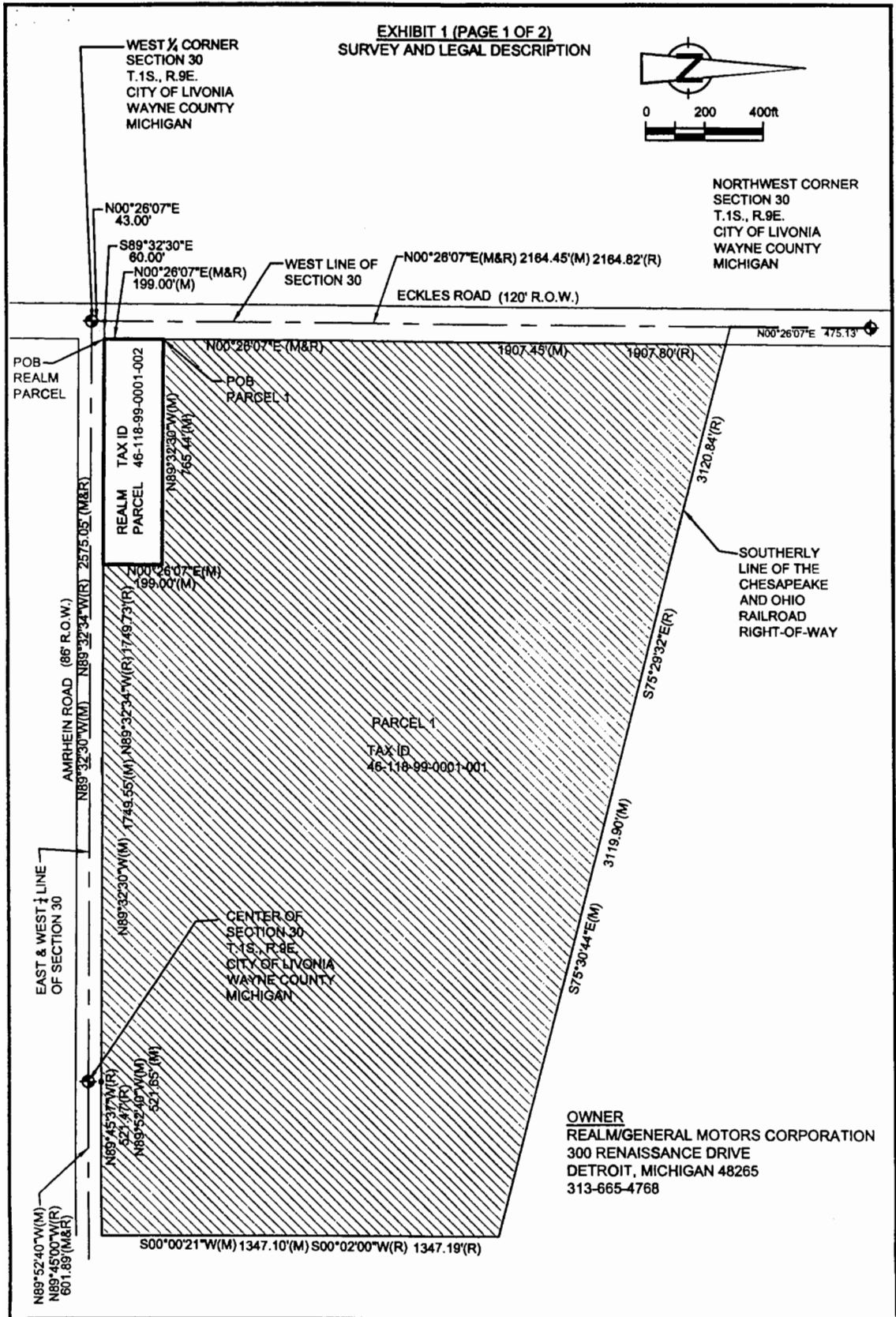
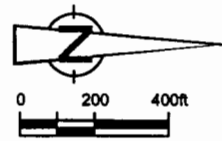
Prepared by ~~and when recorded return to:~~


Anthony P. Thrubis, Esq.
General Motors Corporation
Legal Staff
P.O. Box 300
Detroit, Michigan 48265
313-665-4768

WHEN RECORDED RETURN TO:
LANDAMERICA - NCS
1050 Wilshire Dr., Ste. 310
Troy, MI 48064
Case No. NO98548

DIANE K. KRATZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Nov 28, 2011
ACTING IN COUNTY OF

EXHIBIT 1 (PAGE 1 OF 2)
SURVEY AND LEGAL DESCRIPTION



<p>WEST 1/4 CORNER SECTION 30 T.1S., R.9E. CITY OF LIVONIA WAYNE COUNTY MICHIGAN</p>  <p>CONESTOGA-ROVERS & ASSOCIATES</p>	<p>TITLE SURVEY AND LEGAL DESCRIPTION 12950 ECKLES ROAD 13000 ECKLES ROAD LIVONIA, MICHIGAN</p>	
	<p>DRAWN D.M.G.</p>	<p>APPROVED M.H.</p>
	<p>PROJECT No. 12607-40</p>	<p>SCALE 1"=400'</p>
	<p>DATE 02/22/2007</p>	<p>DRAWING NUMBER SHEET 1 OF 2</p>

PARENT PARCEL

A PART OF THE NORTH ½ OF SECTION 30, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN. BEGINNING AT THE WEST ¼ CORNER OF SAID SECTION 30 AND PROCEEDING THENCE N.00°26'07"E. (M&R), 2164.45 FEET(M), 2164.82 FEET(R) ALONG THE WEST LINE OF SECTION 30 TO A POINT ON THE SOUTHERLY LINE OF THE CHESAPEAKE AND OHIO RAILROAD RIGHT-OF-WAY; THENCE S.75°30'44"E.(M), S.75°29'32"E.(R), 3265.03 FEET(M), 3265.32 FEET(R) ALONG SAID RIGHT-OF-WAY; THENCE S.00°02'00"W.(M&R), 1369.43 FEET(M), 1370.61 FEET(R) TO A POINT ON THE EAST AND WEST ¼ LINE OF SECTION 30; THENCE ALONG SAID LINE THE TWO (2) FOLLOWING COURSES N.89°52'40"W(M), N.89°45'00"W.(R), 601.89 FEET(M&R) AND N.89°32'30"W.(M), N.89°32'34"W.(R), 2575.05 FEET(M&R) TO THE POINT OF BEGINNING.
CONTAINING 5,607,542 SQ. FT.
128.73 ACRES

PARCEL 1

A PART OF THE NORTH ½ OF SECTION 30, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN.
COMMENCING AT THE WEST ¼ CORNER OF SAID SECTION 30, THENCE N.00°26'07"E., 43.00 FEET ALONG THE WEST LINE OF SECTION 30; THENCE S.89°32'30"E., 60.00 FEET; THENCE N.00°26'07"E.(M), 199.00(M) TO THE POINT OF BEGINNING; THENCE N.00°26'07"E.(M&R), 1907.45 FEET(M), 1907.80 FEET(R) ALONG ECKLES ROAD RIGHT-OF-WAY(120' R.O.W.) TO A POINT ON THE SOUTHERLY LINE OF THE CHESAPEAKE AND OHIO RAILROAD RIGHT-OF-WAY; THENCE S.75°30'44"E.(M), S.75°29'32"E.(R), 3119.90 FEET(M), 3120.84 FEET(R) ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE S.00°00'21"W.(M), S.00°02'00"W.(R), 1347.10 FEET(M), 1347.19 FEET(R) TO A POINT ON AMRHEIN ROAD RIGHT-OF-WAY(86' R.O.W.); THENCE ALONG SAID RIGHT-OF-WAY THE TWO(2) FOLLOWING COURSES, N.89°52'40"W.(M), N.89°45'37"W.(R), 521.65 FEET(M), 521.47 FEET(R) AND N.89°32'30"W.(M), N.89°32'34"W.(R), 1749.55 FEET(M), 1749.73 FEET(R); THENCE N.00°26'07"E.(M), 199.00 FEET(M); THENCE N89°32'30"W.(M), 765.44 FEET(M) TO THE POINT OF BEGINNING.
CONTAINING 5,084,422 SQ. FT.
116.72 ACRES

REALM PARCEL

A PART OF THE NORTH ½ OF SECTION 30, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN.
COMMENCING AT THE WEST ¼ CORNER OF SAID SECTION 30, THENCE N.00°26'07"E., 43.00 FEET ALONG THE WEST LINE OF SECTION 30; THENCE S.89°32'30"E., 60.00 FEET TO THE POINT OF BEGINNING; THENCE N.00°26'07"E., 199.00 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF ECKLES ROAD(120' R.O.W.); THENCE S.89°32'30"E., 765.44 FEET; THENCE S.00°26'07"W., 199.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF AMRHEIN ROAD(86' R.O.W.); THENCE N.89°32'30"W., 765.44 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.
CONTAINING 152,323 SQ. FT.
3.50 ACRES

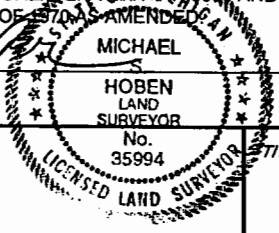
WITNESSES

1. WEST 1/4 SECTION 30
FOUND IRON IN MON. BOX
N75°E 174.19' "X" CUT IN CONC. BASE OF CAMERA TOWER
S81°E 171.65' CENTERLINE OF FIRE HYDRANT
S66°E 60.64' "X" CUT NE BOLT OF LAMP POST
N27°W 117.05' CENTERLINE OF FIRE HYDRANT
2. CENTER 1/4 CORNER OF SECTION 30
FOUND IRON IN MON. BOX
N75°E 64.92' POWER POLE
S72°E 85.14' CENTERLINE OF FIRE HYDRANT
SOUTH 33.03' "X" CUT IN CONCRETE
N76°W 142.47' PK & WASHER IN NE FACE OF UTILITY POLE

CERTIFICATION

AS A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, I HEREBY STATE THAT I HAVE CAUSED TO BE SURVEYED THE PARCEL OF LAND DESCRIBED AND DELINEATED HEREON, THAT SAID PLAT IS A TRUE REPRESENTATION OF THE SURVEY AS DIRECTED BY ME, AND THAT THERE ARE NO ENCROACHMENTS OTHER THAN AS SHOWN HEREON; THAT SAID SURVEY WAS PERFORMED WITH AN ERROR OF CLOSURE NO GREATER THAN 1 IN 5000 AND THAT I HAVE FULLY COMPLIED WITH THE REQUIREMENTS OF P.A. 132 OF 1970 AS AMENDED.

Michael S. Hoben
Michael S. Hoben
35994



WEST ¼ CORNER SECTION 30 T.1S., R.9E. CITY OF LIVONIA WAYNE COUNTY MICHIGAN	TITLE SURVEY AND LEGAL DESCRIPTION 12950 ECKLES ROAD 13000 ECKLES ROAD LIVONIA, MICHIGAN	
	DRAWN D.M.G.	APPROVED M.H.
	PROJECT No. 12607-40	SCALE N.T.S.
DATE 02/22/2007		DRAWING NUMBER SHEET 2 OF 2



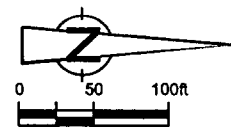
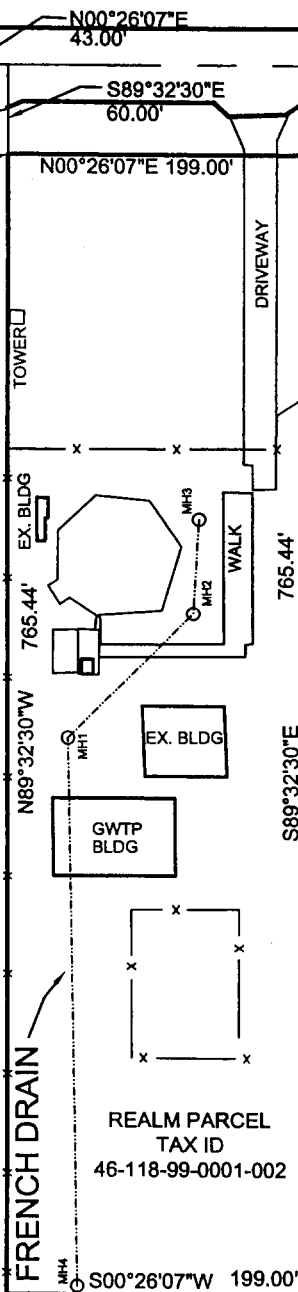
EXHIBIT 2 (PAGE 1 OF 2)
 LIMITS OF LAND USE AND RESOURCE
 USE RESTRICTIONS
 SURVEY AND LEGAL DESCRIPTION

WEST ¼ CORNER
 SECTION 30
 T.1S., R.9E.
 CITY OF LIVONIA
 WAYNE COUNTY
 MICHIGAN

ECKLES ROAD
 (120' R.O.W.)

POB
 RESTRICTED
 COVENANT
 AREA

AMRHEIN ROAD (86' R.O.W.)



REALM PARCEL
 TAX ID
 46-118-99-0001-002

OWNER
 REALM/GENERAL MOTORS CORPORATION
 300 RENAISSANCE DRIVE
 DETROIT, MICHIGAN 48265
 313-665-4768

WEST ¼ CORNER
 SECTION 30
 T.1S., R.9E.
 CITY OF LIVONIA
 WAYNE COUNTY
 MICHIGAN

TITLE
 SURVEY TO ESTABLISH AND DELINEATE
 AN AREA OF RESTRICTIVE COVENANT
 12950 ECKLES ROAD
 LIVONIA, MICHIGAN

 **CONESTOGA-ROVERS
 & ASSOCIATES**

DRAWN D.M.G.	APPROVED M.H.
PROJECT No. 12607-40	SCALE 1"=100'
DATE 02/22/2007	DRAWING NUMBER SHEET 1 OF 2

RESTRICTIVE COVENANT DESCRIPTION

A PART OF THE NORTH 1/4 OF SECTION 30, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN.

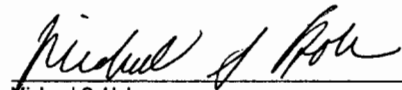
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30, THENCE N.00°26'07"E., 43.00 FEET ALONG THE WEST LINE OF SECTION 30; THENCE S.89°32'30"E., 60.00 FEET TO THE POINT OF BEGINNING; THENCE N.00°26'07"E., 199.00 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF ECKLES ROAD(120' R.O.W.); THENCE S.89°32'30"E., 765.44 FEET; THENCE S.00°26'07"W., 199.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF AMRHEIN ROAD(86' R.O.W.); THENCE N.89°32'30"W., 765.44 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.
CONTAINING 152,323 SQ. FT.
3.50 ACRES

WITNESSES

1. WEST 1/4 SECTION 30
FOUND IRON IN MON. BOX
N75°E 174.19' "X" CUT IN CONC. BASE OF CAMERA TOWER
S81°E 171.65' CENTERLINE OF FIRE HYDRANT
S66°E 60.64' "X" CUT NE BOLT OF LAMP POST
N27°W 117.05' CENTERLINE OF FIRE HYDRANT
2. CENTER 1/4 CORNER OF SECTION 30
FOUND IRON IN MON. BOX
N75°E 64.92' POWER POLE
S72°E 85.14' CENTERLINE OF FIRE HYDRANT
SOUTH 33.03' "X" CUT IN CONCRETE
N76°W 142.47' PK & WASHER IN NE FACE OF UTILITY POLE


CERTIFICATION

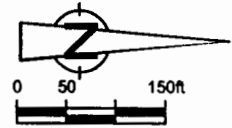
AS A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, I HEREBY STATE THAT I HAVE CAUSED TO BE SURVEYED THE PARCEL OF LAND DESCRIBED AND DELINEATED HEREON, THAT SAID PLAT IS A TRUE REPRESENTATION OF THE SURVEY AS DIRECTED BY ME, AND THAT THERE ARE NO ENCROACHMENTS OTHER THAN AS SHOWN HEREON: THAT SAID SURVEY WAS PERFORMED WITH AN ERROR OF CLOSURE NO GREATER THAN 1 IN 5000 AND THAT I HAVE FULLY COMPLIED WITH THE REQUIREMENTS OF P.A. 132 OF 1970 AS AMENDED.



Michael S. Hoben
35994



WEST 1/4 CORNER SECTION 30 T.1S., R.9E. CITY OF LIVONIA WAYNE COUNTY MICHIGAN	TITLE SURVEY TO ESTABLISH AND DELINEATE AN AREA OF RESTRICTIVE COVENANT 12950 ECKLES ROAD LIVONIA, MICHIGAN	
	DRAWN D.M.G.	APPROVED M.H.
	PROJECT No. 12607-40	
	DATE 02/22/2007	DRAWING NUMBER SHEET 2 OF 2
 CONESTOGA-ROVERS & ASSOCIATES		



WEST ¼ CORNER
SECTION 30
T.1S., R.9E.
CITY OF LIVONIA
WAYNE COUNTY
MICHIGAN

N00°26'07"E
43.00'

ECKLES ROAD (120' R.O.W.)

S89°32'30"E
60.00'

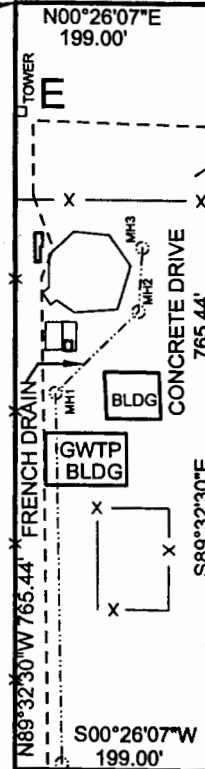
POB
RESTRICTED
COVENANT
AREA

LEGEND
—— FRENCH DRAIN
- - - - AREA 1 BARRIER WALL

POINT	X	Y
E	13376324.13	320050.23
F	13376327.60	320744.03
G	13377293.12	320711.60
H	13377284.45	320070.95

MICHIGAN STATE PLANE COORDINATES
SOUTH ZONE

AMRHEIN ROAD (86' R.O.W.)



APPROXIMATE
LOCATION OF AREA 1
BARRIER WALL

REALM PARCEL
TAX ID
46-118-99-0001-002

WEST ¼ CORNER
SECTION 30
T.1S., R.9E.
CITY OF LIVONIA
WAYNE COUNTY
MICHIGAN

TITLE EXHIBIT 3
CORRECTIVE ACTION COMPONENTS
RESTRICTIVE COVENANT
12950 ECKLES ROAD
LIVONIA, MICHIGAN

DRAWN D.M.G.

APPROVED M.H.

PROJECT No. 12607-40

SCALE 1"=150'

DATE 02/22/2007

DRAWING NUMBER SHEET 1 OF 1



**CONESTOGA-ROVERS
& ASSOCIATES**

EXHIBIT 4

DESCRIPTION OF ALLOWABLE USES

Commercial Subcategory II Land Use Category

Any uses allowed under the Commercial Subcategory II Land Use Category, described as follows in RRD Operational Memorandum No. 1, December 10, 2004:

Commercial Subcategory II: The degree of exposure for such employees under subcategory II property is assumed to be equivalent to the exposures used to model outdoor activities in the development of the generic industrial criteria. As a result, a unique set of generic criteria has not been defined for this subcategory of commercial land use. Properties that fall into this subcategory should be addressed through the application of the generic industrial criteria or through a site-specific risk assessment.

This commercial land use subcategory is characterized by the following features. Access to the public is reliably restricted, consistent with its use by fences, security, or both. Affected surficial soils are located in unpaved or landscaped areas that are frequently contacted by worker populations such as groundskeepers, maintenance workers, or other employees whose primary duties are performed outdoors. If groundwater is relied on for drinking water, it is assumed that worker populations receive one-half of their total daily drinking water exposure from the facility. This subcategory could include, but is not limited to, the following uses:

- a) large scale commercial warehouse operations;
- b) wholesale lumber yards;
- c) building supply warehouses.

Commercial Subcategory III Land Use Category

Any uses allowed under the Commercial Subcategory III Land Use Category, described as follows in MDEQ Remediation and Redevelopment Division Operational Memorandum No. 1, December 10, 2004:

Commercial Subcategory III (low soil intensive): A worker whose primary duties take place indoors but also include some outdoor activities such as collecting trash is the receptor for this subcategory. A subcategory III commercial property is characterized by the following features. Access to the public is unrestricted, however, the general public's occupancy of the property is expected to be intermittent and significantly less in frequency and duration relative to the population working at the facility. Although some of the activities for both worker populations and the general public at a subcategory III commercial property are conducted indoors, a significant component of their activity will likely be outdoors. The worker/receptor population at these commercial facilities is expected to engage in low soil intensive activities. Routine outdoor tasks

performed by these workers are unlikely to result in significant physical interaction with the soil. Affected surficial soils may be contacted, primarily by the worker populations (as may be the cases at gas stations, auto dealerships, or building supply warehouses with unpaved areas). If on-site groundwater is relied on for drinking water, it is assumed that worker populations receive one-half of their total daily drinking water exposure from the facility. The receptors for this subcategory are expected to work at the kinds of establishments that are listed below and conducting activities that take place both indoors and outdoors. This subcategory could include, but is not limited to, the following uses:

- a) retail gas stations;
- b) auto service stations;
- c) auto dealerships;
- d) retail warehouses selling the majority of their merchandise indoors but including some limited storage or stockpiling of materials in an outdoor yard (building supply, retail flower, and garden shops not involving on-site plant horticulture and excluding open air nurseries, tree farms, and sod farms which would fall into an agricultural land use);
- e) repair and service establishments including but not limited to, lawn mower, boat, snowmobile, or small appliance repair shops that have small outdoor yards;
- f) small warehouse operations.

Commercial Subcategory IV Land Use Category

Any uses allowed under the Commercial Subcategory IV Land Use Category, described as follows in MDEQ Remediation and Redevelopment Division Operational Memorandum No. 1, December 10, 2004:

Commercial Subcategory IV (high soil intensive): A groundskeeper worker population has been identified as the appropriate receptor population for development in this subcategory. The worker/receptor population at these commercial facilities is expected to engage in high soil intensive activities. The primary tasks performed by these workers will result in significant physical interaction with the soil. A subcategory IV commercial property is characterized by the following features. Access to the public is unrestricted, however, the general public's occupancy of the facility is intermittent in frequency and of short duration relative to the worker populations at the facility (i.e., the frequency and duration of general public occupancy at the property is typified by the time necessary to transact business at a retail establishment or to receive personal services). At least a portion of the worker population at this type of commercial property conducts most of their work activities outdoors; this includes those workers from off-site who work at multiple properties such as commercial landscapers. General public contact with these areas is anticipated to be significantly less than the worker's contact, both in terms of frequency and duration. If groundwater is relied upon for drinking water, worker populations

would receive one-half of their total daily drinking water exposure at the facility. This subcategory could include, but is not limited to, the following uses where landscaping exists or has the potential to exist:

- a) professional offices (lawyers, architects, engineers, real estate, insurance, etc.);
- b) medical/dental offices and clinics (not including hospitals);
- c) banks, credit unions, savings and loan institutions, etc.;
- d) publicly owned office buildings;
- e) any retail business whose principal activity is the sale of food or merchandise within an enclosed building;
- f) personal service establishments which perform services indoors (health clubs, barber/beauty salons, mortuaries, photographic studios, etc.).

Industrial Land Use Category

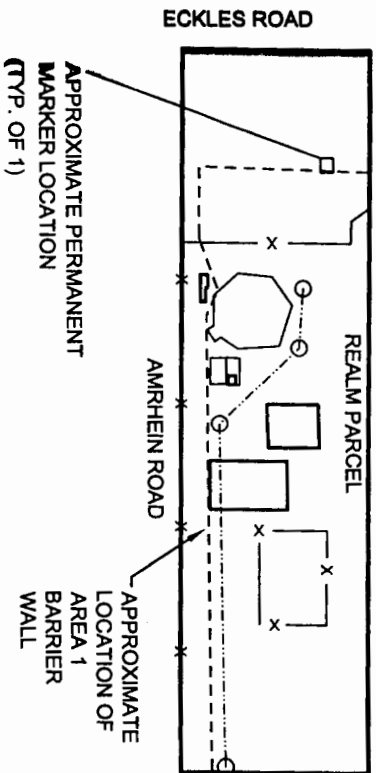
Any uses allowed under the Industrial Land Use Category, described as follows in MDEQ Remediation and Redevelopment Division Operational Memorandum No. 1, December 10, 2004:

Industrial Land Use Category: Industrial land use includes both of the following two elements:

1. The primary activity at the property is and will continue to be industrial in nature (e.g., manufacturing, utilities, industrial research and development, petroleum bulk storage) and access is and will continue to be reliably restricted consistent with its use (e.g., by fences, security personnel, or both). Inactive or abandoned properties can be included in this category if the use was and/or will be industrial, as described above, and access is controlled as necessary to assure unacceptable exposures do not occur. The industrial category does not include farms, gasoline service stations, or other commercial establishments where children may commonly be present.
2. The current zoning of the property is industrial, the zoning is anticipated to be industrial (see below), or the RAP/CAP includes documentation that the current industrial use is a legal nonconforming use. This may include different zoning designations, depending on the community, such as "light industrial" or "heavy industrial." Documentation of zoning must be included in the RAP/CAP and must include a map or current property record card that shows the zoning status of the facility and all adjacent properties. For each designated zoning category, the documentation must also include the text of the zoning code or ordinance for that designation. If the text for the zoning category refers to any other categories, text for those categories must also be included. If the RAP/CAP is based on anticipated zoning changes, documentation of how and when the zoning changes are to be accomplished and that the proposed criteria are consistent

February 22, 2007

with the new zoning designation must be provided. The MDEQ shall not grant final approval until a final determination of that zoning change has been made by the local unit of government. The RAP/CAP must identify the nearest current residential land uses and nearest properties which are zoned for residential use. Any legal nonconforming land uses in the vicinity of the facility must be identified in the RAP/CAP (e.g., residential use on a parcel zoned "transitional industrial").



PERMANENT MARKER PLAN

THIS IS A SITE OF ENVIRONMENTAL CONTAMINATION. RESTRICTIONS ARE IN PLACE TO PREVENT UNACCEPTABLE EXPOSURE TO SUBSURFACE CONTAMINATION THAT IS PRESENT. THESE RESTRICTIONS GENERALLY: 1) PROHIBIT GROUNDWATER USE FOR ANY PURPOSE; 2) RESTRICT THE USES OF THE SITE INCLUDING PROHIBITING RESIDENTIAL USE; 3) RESTRICT THE USES OF THE SITE FOR ANY PURPOSE WHICH WILL INTERFERE WITH THE PERFORMANCE OF THE GROUNDWATER EXTRACTION SYSTEM AND TREATMENT OPERATIONS; AND 4) PROHIBIT THE DISTURBANCE OF THE BARRIER WALL WITHOUT THE EXPRESSED WRITTEN APPROVAL FROM GENERAL MOTORS CORPORATION. DETAILS CONCERNING THESE LAND AND RESOURCE RESTRICTIONS CAN BE FOUND AT THE WAYNE COUNTY REGISTER OF DEEDS, LIBER _____, PAGE _____.

TITLE EXHIBIT 5
PERMANENT MARKER PLAN
RESTRICTIVE COVENANT
12950 ECKLES ROAD
LIVONIA, MICHIGAN

DRAWN D.M.G.

APPROVED M.H.

PROJECT No. 12607-40

SCALE N.T.S.

DATE 02/22/2007

DRAWING NUMBER SHEET 1 OF 1



CONESTOGA-ROVERS & ASSOCIATES

ATTACHMENT 3

**LIST OF ALL CURRENT ENCUMBRANCES
ON THE PROPERTY**

**LIST OF ALL CURRENT ENCUMBRANCES
ON THE PROPERTY**

General Motors Corporation Parcel

Clerk, City of Livonia
City Hall, 1st Floor
33000 Civic Center Drive
Livonia, Michigan 48154

CSX Transportation, Inc.
Environmental Department
500 Water Street, J-275
Jacksonville, Florida 32202

Detroit Edison Regional Center
Southwest Region
8001 Haggerty Road
Belleville, Michigan 48111

Wayne County Department of Public Service
Administration Division
415 Clifford St., 8th Floor
Detroit, Michigan 48226

Remediation and Liability Management Company, Inc. Parcel

Clerk, City of Livonia
City Hall, 1st Floor
33000 Civic Center Drive
Livonia, Michigan 48154

Wayne County Department of Public Service
Administration Division
415 Clifford St., 8th Floor
Detroit, Michigan 48226

**COMMITMENT FOR
TITLE INSURANCE - MI**

Issued by
**Lawyers Title
Insurance Corporation**

Lawyers Title Insurance Corporation
is a member of the LandAmerica family of title insurance
underwriters.



LandAmerica Financial Group, Inc.
101 Gateway Centre Parkway
Richmond, Virginia 23235-5153
Telephone: 800 446-7086
www.landam.com

COMMITMENT FOR TITLE INSURANCE – MI

Issued by **Lawyers Title Insurance Corporation**



Lawyers Title Insurance Corporation is a member of the LandAmerica family of title insurance underwriters.

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, LAWYERS TITLE INSURANCE CORPORATION has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

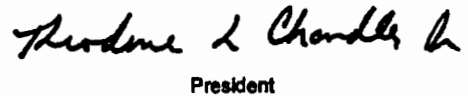
LAWYERS TITLE INSURANCE CORPORATION

Attest:


Secretary



By:


President

Countersigned by

REQUIREMENTS FOR ISSUANCE OF MORTGAGE POLICIES:

FOR ALL MORTGAGE POLICIES:

Requirement: Estoppel certificate on form provided by the Company, signed by or on behalf of all mortgagors; acknowledging receipt of the mortgage consideration and making representations as to the ages of individual mortgagors and such other matters as are therein set forth.

FOR ALTA MORTGAGE POLICIES WITHOUT EXCEPTIONS:

Requirement: Proper sworn statements, releases and waivers of lien in connection with improvements made on subject land which might create mechanics' and materialmen's lien rights, or satisfactory evidence that no such improvements have been made.

Requirement: Satisfactory survey by an approved surveyor showing no variations in location or dimensions, encroachments or adverse rights; and such evidence of possession as may be required.

If any requirement is not satisfied, the policy will be issued subject to the exception which would have been eliminated by compliance therewith. The policy will also contain exceptions as to any matters affecting the title to subject land which may arise after the date hereof and are not disposed of to the satisfaction of the Company. This commitment is subject to the exclusions from coverage and the provisions of the conditions and stipulations contained in the form of policy requested by the applicant. Owner's Policies and Mortgage Policies with exceptions will be issued with the standard exceptions set forth below.

STANDARD EXCEPTIONS INCLUDED IN SCHEDULE B OF:

Owner's Policies:

- (1) Rights or claims of parties in possession not shown of record.
- (2) Encroachments, overlaps, boundary line disputes, shortages in area, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- (3) Easements or claims of easements not shown by the public records and existing water, mineral, oil and exploration rights.
- (4) Any lien, or right to a lien, for services, labor, or material imposed by law and not shown by the public records.
- (5) Restrictions upon the use of the premises not appearing in the chain of title.
- (6) The dower or homestead rights, if any, of the wife of any individual insured or of any individual shown herein to be party in interest.

Mortgage Policies with exceptions:

1. Rights or claims of parties in possession not shown of record.
2. Encroachments, overlaps, boundary line disputes, shortages in area, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements or claims of easements not shown by the public records and existing water, mineral, oil and exploration rights.
4. Any lien, or right to a lien, for services, labor, or material imposed by law and not shown by the public records.

CONDITIONS APPLICABLE TO ALL COMMITMENTS:

If, at the time the policy is issued, the estate or interest of the insured in the subject land described therein is created or evidenced by instruments any one of which has not been recorded in the office of the register of deeds for the county in which the subject land is located, the policy will contain an exception providing that there shall be no liability thereunder for loss or damage arising from failure to evidence such estate or interest of record.

This Commitment is delivered and accepted upon the understanding that the party to be insured has no personal knowledge or intimation of any defect, objection, lien or encumbrance affecting subject land other than those set forth herein and in the title insurance application. Failure to disclose such information shall render this Commitment, and any policy issued pursuant thereto, null and void as to such defect, objection, lien or encumbrance.

NOTE: WHEN THE REQUIREMENTS HAVE BEEN SATISFIED, PLEASE ORDER THE POLICY ON THE ATTACHED FORM.

Commitment for Title Insurance (MI)
Form 1004-271

ORIGINAL

**COMMITMENT FOR TITLE INSURANCE
Schedule A**

Ref: 13000 Eckles Road

1. Effective Date: August 21, 2006 at 8:00 am

Commitment No.: N-098848
Revision 2
10768673

2. Policy or Policies to be issued:

ALTA Owners Policy

Amount: "TO BE DETERMINED"

Proposed Insured: Prospective Purchaser

3. Title to the Fee Simple estate or interest in the land described or referred to in this commitment is, at the effective date hereof, vested in:

General Motors Corporation, a Delaware corporation

4. The land referred to in this Commitment is located in the City of Livonia, County of Wayne, State of Michigan, and is described as follows:

SEE ATTACHED EXHIBIT "A"

ADDRESS

Commitment No. N-098848
Schedule A

This commitment is invalid unless Insuring Provisions and Schedules A & B are attached.
Form No. 91-88 (Sch A)

Exhibit "A"

PARCEL 1:

A part of the North 1/2 of Section 30, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, commencing at the West 1/4 corner of said Section 30; thence North 00 degrees 26 minutes 07 seconds East, 43.00 feet along the West line of Section 30; thence South 89 degrees 32 minutes 30 seconds East, 60.00 feet; thence North 00 degrees 26 minute 07 seconds East (M), 199.00 feet (M) to the Point of Beginning; thence North 00 degrees 26 minutes 07 seconds East (M&R), 1907.45 feet (M), 1907.80 feet (R) along Eckles Road right-of-way, (120 foot right-of-way) to a point on the Southerly line of the Chesapeake and Ohio Railroad Right-of-Way; thence South 75 degrees 30 minutes 44 seconds East (M), South 75 degrees 29 minutes 32 seconds East (R), 3119.90 feet (M), 3120.84 feet (R) along said Southerly Right-of-Way line; thence South 00 degrees 00 minutes 21 seconds West (M), South 00 degrees 02 minutes 00 seconds West (R), 1347.10 feet (M), 1347.19 feet (R) to a point on Amrhein Road Right-of-Way (86 foot right-of-way); thence along said right-of-way, the two (2) following courses, North 89 degrees 52 minutes 40 seconds West (M), North 89 degrees 45 minutes 37 seconds West (R), 521.65 feet (M), 521.47 feet (R) and North 89 degrees 32 minutes 30 seconds West (M), North 89 degrees 32 minutes 34 seconds West (R), 1749.55 feet (M); 1749.73 feet (R); thence North 00 degrees 26 minutes 07 seconds East (M), 199.00 feet (M), thence North 89 degrees 32 minutes 30 seconds West (M), 765.44 feet (M), to the Point of Beginning.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1
REQUIREMENTS

The following are the requirements to be complied with:

- Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**
- Item (b) Proper instrument (s) creating the estate or interest to be insured must be executed and duly filed for record. To wit:**

NOTE: It has been requested by the Proposed Insured that the Company issue its ALTA Owner's Policy without standard exceptions. The ALTA Owner's Policy without standard exceptions shall be issued upon the Company determining that the following additional 3 requirements have been satisfied:

1. Submission of an affidavit in acceptable form executed by the present title holder establishing the following facts:
 - (a) That the present affiant is in possession of said property and has no knowledge of any other parties in possession or claiming rights of possession.
 - (b) That the affiant has no knowledge of the granting of any unrecorded water, mineral and/or oil rights, unrecorded easements or claims of easements, boundary line disputes, or claims of such grants or rights relative thereto.
 - (c) Affiant's marital status throughout terms of ownership.
2. Submit proper sworn statements and waivers showing payment or release of lien rights covering improvements made on subject land in the last 120 days or satisfactory proof that no improvements have been made within the last 120 Days.
3. Submit satisfactory survey by an approved surveyor, certified to the Company, showing no encroachments or adverse rights upon the subject property or any variation between the property description in this commitment and the survey description.
4. Submit a copy of the Resolution of the Board of Directors of the recited owner authorizing the sale of the subject property to the recited purchaser and directing the proper officers to execute the proposed conveyance on behalf of the corporation.
5. Warranty Deed from recited owner to recited purchaser.
6. Upon supplying the identity of the Proposed Insured and/or the amount of the policy to the Company, this commitment may be subject to such further requirements as may then be deemed necessary.

Schedule B- Section 1 - Commitment No. N-098848

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached Form No. 91-88 (B1)

7. PAYMENT OF TAXES:

Tax Identification No. 46-118-99-0001-000

2005 Winter tax paid in the amount of \$168,745.58.

2006 Summer tax paid in the amount of \$155,381.52.

NOTE: The above taxes are assessed against a larger parcel than the land to be insured herein.

SEV \$11,342,610

- 8. Submit to the Company satisfactory evidence that the property to be insured herein is not subject to either a Commercial or Industrial Facility Tax as established under Act 198 of Public Acts of 1974 or Act 255 of Public Acts of 1978. Should either tax apply, submit evidence satisfactory to the Company that all such taxes have been paid.**

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2
EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
3. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
4. Loss or damage sustained as a result of the failure to have the tax assessed legal description reassessed to accurately described the land insured herein.
5. Any provision contained in any instruments of record, which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
6. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
7. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
8. Pole line Permits granted to the Detroit Edison Company, as contained in Liber 11398, Page 509, Liber 11398, Page 510 and in Liber 11398, Page 513.
9. Notice Regarding Statutory Obligations Applicable to Property recorded in Liber 33148, Page 433.
10. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in Instrument recorded in Liber 6769, Page 417 and in Liber 11353, Page 428.

NOTE: This commitment and any policy issued pursuant hereto omits any covenant, condition or restriction based on race, color, religion, age, sex, handicap, familial status, or national origin, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Commitment No. N-098848
Schedule B - Section 2

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.
Form No. 91-88 (B-2)

Small piece

N-098848

**COMMITMENT FOR TITLE INSURANCE
Schedule A**

Ref: 13000 Eckles Road

1. Effective Date: August 21, 2006 at 8:00 am

Commitment No.: N-098848
Revision 2
10768673

2. Policy or Policies to be issued:

ALTA Owners Policy

Amount: "TO BE DETERMINED"

Proposed Insured: Prospective Purchaser

3. Title to the Fee Simple estate or interest in the land described or referred to in this commitment is, at the effective date hereof, vested in:

Remediation and Liability Management Company, Inc., a Michigan corporation, as to that part of subject property conveyed by Quit Claim Deed recorded in Liber 30234, Page 949, Wayne County Records; and

General Motors Corporation, a Delaware corporation, as to the remainder

4. The land referred to in this Commitment is located in the City of Livonia, County of Wayne, State of Michigan, and is described as follows:

SEE ATTACHED EXHIBIT "A"

ADDRESS

Commitment No. N-098848
Schedule A

This commitment is invalid unless Insuring Provisions and Schedules A & B are attached.
Form No. 91-88 (Sch A)

Exhibit "A"

A part of the Northwest 1/4 of Section 30, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as: Commencing at the West 1/4 corner of said Section 30; thence North 00 degrees 26 minutes 07 seconds East, 43.00 feet along the West line of Section 30; thence South 89 degrees 32 minutes 30 seconds East, 60.00 feet to the Point of Beginning; thence North 00 degrees 26 minutes 07 seconds East, 199.00 feet along the East right-of-way line of Eckles Road (120 foot right-of-way); thence South 89 degrees 32 minutes 30 seconds East, 765.44 feet; thence South 00 degrees 26 minutes 07 seconds West, 199.00 feet to the North right-of-way line of Amrhein Road (86 foot right-of-way); thence North 89 degrees 32 minutes 30 seconds West, 765.44 feet along said right-of-way line to the Point of Beginning.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1
REQUIREMENTS

The following are the requirements to be complied with:

- Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**
- Item (b) Proper instrument (s) creating the estate or interest to be insured must be executed and duly filed for record. To wit:**

NOTE: It has been requested by the Proposed Insured that the Company issue its ALTA Owner's Policy without standard exceptions. The ALTA Owner's Policy without standard exceptions shall be issued upon the Company determining that the following additional 3 requirements have been satisfied:

1. Submission of an affidavit in acceptable form executed by the present title holder establishing the following facts:
 - (a) That the present affiant is in possession of said property and has no knowledge of any other parties in possession or claiming rights of possession.
 - (b) That the affiant has no knowledge of the granting of any unrecorded water, mineral and/or oil rights, unrecorded easements or claims of easements, boundary line disputes, or claims of such grants or rights relative thereto.
 - (c) Affiant's marital status throughout terms of ownership.
2. Submit proper sworn statements and waivers showing payment or release of lien rights covering improvements made on subject land in the last 120 days or satisfactory proof that no improvements have been made within the last 120 Days.
3. Submit satisfactory survey by an approved surveyor, certified to the Company, showing no encroachments or adverse rights upon the subject property or any variation between the property description in this commitment and the survey description.
4. Submit a copy of the Resolution of the Board of Directors of the recited owners authorizing the sale of the subject property to the recited purchaser and directing the proper officers to execute the proposed conveyance on behalf of the corporation.
5. Warranty Deed from recited owners to recited purchaser.
6. Upon supplying the identity of the Proposed Insured and/or the amount of the policy to the Company, this commitment may be subject to such further requirements as may then be deemed necessary.

Schedule B- Section 1 - Commitment No. N-098848

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached Form No. 91-88 (B1)

7. PAYMENT OF TAXES:

Tax Identification No. 46-118-99-0001-000

2005 Winter tax paid in the amount of \$168,745.58.

2006 Summer tax paid in the amount of \$155,381.52.

NOTE: The above taxes are assessed against a larger parcel than the land to be insured herein.

SEV \$11,342,610

- 8. Submit to the Company satisfactory evidence that the property to be insured herein is not subject to either a Commercial or Industrial Facility Tax as established under Act 198 of Public Acts of 1974 or Act 255 of Public Acts of 1978. Should either tax apply, submit evidence satisfactory to the Company that all such taxes have been paid.**

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached Form No. 91-88 (B1)

Schedule B- Section 1 - Commitment No. N-098848

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2
EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
3. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
4. Loss or damage sustained as a result of the failure to have the tax assessed legal description reassessed to accurately described the land insured herein.
5. Any provision contained in any instruments of record, which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
6. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
7. Notice Regarding Statutory Obligations Applicable to Property recorded in Liber 33148, Page 433.
8. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 11353, Page 428.

NOTE: This commitment and any policy issued pursuant hereto omits any covenant, condition or restriction based on race, color, religion, age, sex, handicap, familial status, or national origin, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Commitment No. N-098848
Schedule B - Section 2

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.
Form No. 91-88 (B-2)

ATTACHMENT 4

**DOCUMENTATION OF NOTICES
TO HOLDERS OF ENCUMBRANCES**

**DOCUMENTATION OF NOTICES
TO HOLDERS OF ENCUMBRANCES**

General Motors Corporation Parcel

7006 2760 0004 1555 1867

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

JACKSONVILLE FL 32202 OFFICIAL USE

Postage	\$ 1.35	0216 23 Postmark Here
Certified Fee	\$2.40	
Return Receipt Fee (Endorsement Required)	\$1.85	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.60	

03/19/2007

Sent To
CSX Transportation, Inc., Environmental Dept
Street, Apt. No.,
or PO Box No. 500 Water Street, J-275
City, State, ZIP+4
Jacksonville, Florida 32202

PS Form 3800, August 2006 See Reverse for Instructions

7006 2760 0004 1555 1755

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

LIVONIA MI 48154 OFFICIAL USE

Postage	\$ 1.35	0216 23 Postmark Here
Certified Fee	\$2.40	
Return Receipt Fee (Endorsement Required)	\$1.85	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.60	

03/19/2007

Sent To
Clerk, City of Livonia, City Hall 1st Floor
Street, Apt. No.,
or PO Box No. 33000 Civic Center Drive
City, State, ZIP+4
Livonia, Michigan 48154

PS Form 3800, August 2006 See Reverse for Instructions

7006 2760 0004 1555 1748

**U.S. Postal Service™
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(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

BELLEVILLE MI 48111 OFFICIAL USE

Postage	\$ 1.59	0216 23 Postmark Here
Certified Fee	\$2.40	
Return Receipt Fee (Endorsement Required)	\$1.85	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.84	

03/19/2007

Sent To
Detroit Edison Regional Center, SW Region
Street, Apt. No.,
or PO Box No. 8001 Haggerty Road
City, State, ZIP+4
Belleville, Michigan 48111

PS Form 3800, August 2006 See Reverse for Instructions

7006 2760 0004 1555 1878

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

DETROIT MI 48226 OFFICIAL USE

Postage	\$ 1.35	0216 23 Postmark Here
Certified Fee	\$2.40	
Return Receipt Fee (Endorsement Required)	\$1.85	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.60	

03/19/2007

Sent To
Wayne County Dept. of Public Service, Admin. Div.
Street, Apt. No.,
or PO Box No. 415 Clifford St., 8th Floor
City, State, ZIP+4
Detroit, Michigan 48226

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CSX Transportation, Inc.
 Environmental Dept.
 500 Water Street, J-275
 Jacksonville, FL 32202

2. Article Number 7006 2760 0004 1555 1861
 (Transfer from service label)

PS Form 3811, February 2004

107595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
 X *M. HARTLEK* Addressee
- B. Received by (Printed Name) C. Date of Delivery
 M. HARTLEK 3/23/07
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 Restricted Delivery? (Extra Fee) Yes

PS Form 3811, February 2004

107595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Detroit Edison Regional Center
 SW Region
 8001 Haggerty Road
 Belleville, MI 48111

2. Article Number 7006 2760 0004 1555 1748
 (Transfer from service label)

PS Form 3811, February 2004

107595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
 X *R. J. ...* Addressee
- B. Received by (Printed Name) C. Date of Delivery
 R. J. ... 3/20/07
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No



3. Service Type Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 Restricted Delivery? (Extra Fee) Yes

2. Article Number 7006 2760 0004 1555 1748
 (Transfer from service label)

PS Form 3811, February 2004

107595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Livonia, Clerk
 City Hall, 1st Fl.
 33000 Civic Center Dr.
 Livonia, MI 48154

2. Article Number 7006 2760 0004 1555 1755
 (Transfer from service label)

PS Form 3811, February 2004

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
 X *M. Weiss* Addressee
- B. Received by (Printed Name) C. Date of Delivery
 M. WEISS 3/20/07
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 Restricted Delivery? (Extra Fee) Yes

2. Article Number 7006 2760 0004 1555 1861
 (Transfer from service label)

PS Form 3811, February 2004

107595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Wayne County Dept. of Public Service
 Administration Division
 415 Clifford St., 8th Fl.
 Detroit, MI 48223

2. Article Number 7006 2760 0004 1555 1878
 (Transfer from service label)

PS Form 3811, February 2004

107595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
 X *M. Weiss* Addressee
- B. Received by (Printed Name) C. Date of Delivery
 M. WEISS 3/21/07
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 Restricted Delivery? (Extra Fee) Yes

2. Article Number 7006 2760 0004 1555 1878
 (Transfer from service label)

PS Form 3811, February 2004

107595-02-M-1540

**DOCUMENTATION OF NOTICES
TO HOLDERS OF ENCUMBRANCES**

Remediation and Liability Management Company, Inc. Parcel

7006 2760 0004 1556 4656

U.S. Postal Service™		
CERTIFIED MAIL™ RECEIPT		
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
For delivery information visit our website at www.usps.com		
LIVONIA MI 48154		
Postage	\$ 1.35	0216
Certified Fee	\$2.40	23 Postmark Here
Return Receipt Fee (Endorsement Required)	\$1.85	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.60	03/19/2007
Sent To: <u>City of Livonia, Clerk</u> Street, Apt. No. or PO Box No.: <u>City Hall, 1st Fl. - 33000 Center</u> City, State, ZIP+4: <u>Livonia MI 48154</u>		
PS Form 3800, August 2006		See Reverse for Instructions

7006 2760 0004 1556 4649

U.S. Postal Service™		
CERTIFIED MAIL™ RECEIPT		
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
For delivery information visit our website at www.usps.com		
DETROIT MI 48226		
Postage	\$ 1.35	0216
Certified Fee	\$2.40	23 Postmark Here
Return Receipt Fee (Endorsement Required)	\$1.85	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.60	03/19/2007
Sent To: <u>Wayne County Dept. of Public Service</u> Street, Apt. No. or PO Box No.: <u>415 Clifford St., 8th Fl.</u> City, State, ZIP+4: <u>Det. MI 48226</u>		
PS Form 3800, August 2006		See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Livonia, Clerk
City Hall, 1st Fl.
33000 Civic Center Dr.
Livonia, MI 48154

2. Article Number

(Transfer from service label)

7006 2760 0004 1556 4656

PS Form 3811, February 2004

Domestic Return Receipt

REALM PARCEL

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x Yh. Weiss Agent Addressee

B. Received by (Printed Name) M. Weiss C. Date of Delivery 3/20/07

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Wayne County Dept. of Public
Administration Division
415 Clifford St., 8th Fl.
Detroit, MI 48226

2. Article Number

(Transfer from service label)

7006 2760 0004 1556 4649

PS Form 3811, February 2004

Domestic Return Receipt

REALM PARCEL

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x Johnson Agent Addressee

B. Received by (Printed Name) C. Date of Delivery 3/21/07

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

ATTACHMENT 5

COVENANT DEED

COVENANT DEED

THIS INDENTURE, made this ___ day of _____, 200__, between **GENERAL MOTORS CORPORATION**, a Delaware corporation, with its principal place of business at Three Hundred Renaissance Drive, Detroit, Michigan 48265 (hereinafter referred to as "Grantor"), and _____ a _____, with its principal place of business at _____ (hereinafter referred to as "Grantee").

WITNESSETH:

The Grantor for and in consideration of the sum of _____ Dollars (\$_____), in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, remised, released, aliened and confirmed, and by these presents does grant, bargain, sell, remise, alien and confirm unto Grantee and Grantee's successors and assigns, forever, all of that certain parcel of land, situate, lying and being in the City of _____, County of _____, State of Michigan, described on Exhibit A hereto (hereinafter referred to as the "Real Property"); TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the above bargained Real Property, with the said hereditaments and appurtenances; TO HAVE AND TO HOLD the Real Property as before described, with the appurtenances, unto Grantee, its successors and assigns, FOREVER, subject to the exceptions set forth on Exhibit "B" hereto and subject to the reservation of the right to enforce the restrictions and covenants set forth in the Declaration of Restrictive Covenant, recorded at Liber ___, Page ___, Wayne County Records, a copy of which is attached hereto as Exhibit "C" (hereinafter referred to as the "Restrictive Covenant"). And Grantor, for itself, its successors and assigns, does covenant, grant, bargain, and agree to and with Grantee, its successors and assigns, that Grantor has not heretofore done, committed or wittingly or unwittingly suffered to be done or committed any act, matter or thing whatsoever, whereby the Real Property hereby granted, or any part thereof, is, or shall or may be charged or encumbered in title, estate or otherwise howsoever, except as may be hereinabove stated.

This Real Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Grantor hereby reserves unto itself, its representatives, contractors, and assigns, the right of access to, and an easement to and over, the Property to enter the Property with persons

March 19, 2007

and such equipment as determined necessary in Grantor's sole discretion and judgment to implement any remediation and corrective actions required under the Environmental Laws. Notwithstanding the foregoing, prior to entering onto the Real Property pursuant to this provision, Grantor shall provide Grantee reasonable prior notice, Grantee shall be entitled to escort Grantor, or its agent, employees or contractors onto the Real Property and observe all of Grantor's activities, and Grantor shall comply with all applicable laws and regulations, including, without limitation, all laws and regulations in connection with Grantor's access to the Real Property.

Grantor reserves a right of access for itself over, on and under the Real Property in order to exercise the right, but not the obligation, to perform any actions necessary to implement or maintain compliance with the restrictions, covenants, obligations and all terms contained in the Restrictive Covenant.

Grantor reserves for itself and MDEQ and USEPA the right to enforce the restrictions and covenants of the Restrictive Covenant.

Grantor and Grantee hereby acknowledge and agree that all restrictions, covenants, obligations and terms of the Restrictive Covenant are incorporated herein as if set forth in full herein and shall be binding upon Grantee, its successors and assigns, and shall run with the Real Property. Grantor and Grantee also acknowledge and agree that the restrictions and covenants of the Restrictive Covenant may be enforced in perpetuity against Grantee and Grantee's successors in title by the following entities: (a) Grantor; (b) the Michigan Department of Environmental Quality and its successor agencies or departments, pursuant to Part 201 of the Michigan Natural Resources and Environmental Protection Act, MCL § 324.20101 *et seq.*; and (c) the United States Environmental Protection Agency ("USEPA") and its successor agencies or departments, as a third party beneficiary.

Grantee hereby agrees that (a) agreement to comply with the terms and obligations of the Restrictive Covenant shall be expressly included by Grantee, its successors and assigns in any instrument transferring complete or partial possession or ownership of the Real Property; (b) U.S. EPA shall be expressly named in any such instrument as a third party beneficiary of the right to enforce the restrictions and covenants in the Restrictive Covenant and such instrument shall provide that USEPA may directly enforce the restrictions and covenants in the Restrictive Covenant as against the transferee under such instrument and any successor to any such transferee; (c) any such instrument, or memorandum thereof, effecting such transfer shall be recorded with the Wayne County Register of Deeds; and (d) the requirements of this paragraph shall run with the Real Property.

All owners, tenants and other occupants of the Real Property hereby covenant and agree for themselves and those persons claiming by, through or under such parties that during the period of its respective ownership and/or occupancy, they shall not "treat," "store" or "dispose" of any "hazardous substances," "hazardous wastes" or "toxic substances" as those terms are defined under CERCLA, 42 U.S.C. 9601 *et. seq.*, RCRA, 42 U.S.C. 6901 *et. seq.*, or TSCA, 15 U.S.C. 2601 *et. seq.*, or under similar Michigan law, on, at or below the Real Property, and shall maintain generator-only status; provided, however, that they may: (i) accumulate such substances or wastes as allowed under applicable laws and regulations for off-site treatment, off-site storage, or off-site disposal, and (ii) use commercial products on-site which may contain such substances.

Grantee and any of Grantee's tenants, licensees, agents, employees or contractors shall comply with all federal, state or local environmental laws, regulations, or ordinances, including

any requirements under Section 20107(a) of Michigan Public Act 451 and including any permit requirements (herein, collectively referred to as "environmental laws"), applicable to the use of or operations at the Real Property, including any current or future development, demolition, excavation, improvements, structures, utilities, facilities, renovations, modifications, parking lots, or storage areas. If during the period from the date of this Deed up to the date upon which Grantor receives a written Corrective Action Complete determination from the United States Environmental Protection Agency, there is a release of a hazardous or toxic substance or waste or petroleum-based substance as defined under applicable environmental laws due to Grantee or Grantee's tenants' or licensees' use of or operations at the Real Property, in addition to all reporting of such release required under applicable environmental laws, Grantee shall also notify Grantor in writing of such release within one (1) day after Grantee acquires knowledge thereof.

Grantee shall be solely responsible for the proper maintenance of the Real Property, including: (1) any and all current or future structures, facilities, parking lots and storage areas, (2) any maintenance issues related to any future development, excavation, demolition, or construction activities at the Real Property, (3) any applicable due care obligations under Section 20107a of Michigan Public Act 451, and (4) any maintenance issues related to engineering controls, if any, installed or constructed on, in, or under the Real Property in connection with levels of contaminants that remain at the Real Property which exceed the Michigan generic residential cleanup criteria set forth in Part 201 Environmental Remediation of the Natural Resources and Environmental Protection Act and its rules. Such areas are described in Exhibit C hereto.

Any and all soil and/or debris management and surface water and/or groundwater management required or necessary because of excavation, demolition, or soil disturbance related to future use, development, or construction at or of the Real Property, is the sole obligation and liability of Grantee or the owner of the Real Property at the time of such activities. Such soil and/or debris management and groundwater and surface water management must comply with applicable federal, state, or local environmental laws, regulations, or ordinances, including the requirements imposed upon Grantee under Section 20107(a) of Michigan Public Act 451, Part 201. The term "debris" includes any existing utility infrastructure and any remnants of previous construction or demolition activities that may be present at, on, or in the Real Property.

The foregoing provisions shall run with the Real Property and be binding on subsequent owners, tenants and users and shall be for the benefit of the adjoining property owners, including Grantor; provided, however, that no negative reciprocal restriction or other obligation is intended or shall be implied with respect to the properties benefited by these restrictions.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal on the day and year first above written.

Signed, sealed and delivered
in the Presence of:

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____ of General Motors Corporation, a Delaware corporation, on behalf of said corporation.

(SEAL)

Notary Public
_____ County, MI
My Commission expires:

Prepared by:

William J. Zousmer, Esq.
Honigman Miller Schwartz and Cohn LLP
2290 First National Building
Detroit, Michigan 48226
313-465-7616

When recorded return to:

Steve Nadolski
LandAmerica Financial Group
1050 Wilshire Drive Suite 310
Troy, MI 48084

DETROIT.2166976.4

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

**EXHIBIT B
EXCEPTIONS
(AS NEEDED)**

EXHIBIT C

DECLARATION OF RESTRICTIVE COVENANT

DETROIT.2166976.4

ATTACHMENT 6

**RCRA FINAL DECISION
AND RESPONSE TO COMMENTS
SELECTION OF REMEDIAL ALTERNATIVE**



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

March 13, 2006

REPLY TO THE ATTENTION OF:

Kim D. Tucker-Billingslea
GM WFG – Remediation Team
PCC Central M/C: 483-520-190
2000 Centerpoint Parkway
Pontiac, Michigan 48341

RE: Response to Comments and Final Decision
General Motors – Livonia Site
MID 005 356 621

Dear Ms. Billingslea:

The United States Environmental Protection Agency (U.S. EPA) has selected the final corrective action remedy for the General Motors site, located at 13000 Eckles Road, Livonia, Michigan. Enclosed is the U.S. EPA's Final Decision as well as the Response to Comments from the public.

The remedy includes soil excavation, engineering and institutional controls, implementation of a French drain collection system and barrier wall, a groundwater treatment system and a groundwater monitoring program with a contingency plan at on-site and off-site areas. These mechanisms will be used to address soil and groundwater contamination as well as future land use at the site.

The next step in the process will be negotiating an administrative order on consent requiring General Motors to implement the final remedy. I will be in contact with you in the near future to discuss the process.

If you have any questions about the above matter, please contact me at (312) 886-0656.

Sincerely,

A handwritten signature in black ink that reads "Daniel Patulski".

Daniel Patulski
EPA Project Manager

Enclosures

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

RCRA FINAL DECISION
AND RESPONSE TO COMMENTS
SELECTION OF REMEDIAL ALTERNATIVE

FOR

GENERAL MOTORS CORPORATION
13000 ECKLES ROAD SITE
LIVONIA, MICHIGAN

FINAL DECISION AND RESPONSE TO COMMENTS
SELECTION OF REMEDIAL ALTERNATIVE
FOR
GENERAL MOTORS CORPORATION
13000 EKLES ROAD SITE
LIVONIA, MICHIGAN

Introduction

The United States Environmental Protection Agency (U.S. EPA) presents this Resource Conservation and Recovery Act (RCRA) Final Decision and Response to Comments for the General Motors facility, located on 13000 Eckles Road, Livonia, Michigan. Included in this document is the previously issued Statement of Basis (Attachment 1). The Statement of Basis outlined remedial alternatives possible at the facility as well as U.S. EPA's proposed remedy and was made available to the public for review and comment on September 2, 2005. The public was notified of the public comment period in the local Livonia Observer Newspaper. There were a number of comments received during the 45-day public comment period, which ended October 18, 2005.

Selected Remedy

U.S. EPA has selected the following remedial actions as the remedy to address contaminated media at the General Motors facility:

To address soil contamination:

- Soil excavation/removal at AOI 5, AOI 27, AOI 31, AOI 37
- Engineering and Institutional controls at AOI 39

To address groundwater contamination:

- French drain collection system and barrier wall in Area 1
- Groundwater treatment system at AOI 31
- Implementation of annual groundwater monitoring program, including LNAPL removal, with contingency plan at on-site and off-site areas.

To address land use:

Institutional controls will be imposed in all site areas where risk based levels do not meet drinking water standards.

Public Participation

The public comment period was announced through a newspaper advertisement in the Livonia Observer newspaper. The public comment period ran from September 2, 2005 through October 18, 2005. The Statement of Basis and supporting Administrative Record were placed in the Livonia Public Library in Livonia, Michigan and the U.S. EPA, Region 5, Waste, Pesticides and Toxics Division office for public review prior to and during the public comment period.

Public Comments and Concerns

Presented below are the significant comments received during the public comment period and the responses to them:

1. **Comment:** Several meeting attendees requested that soil on their property be tested for chemicals of concern associated with the GM facility.

Response: Soil samples were collected both on-site and off-site of the GM property (Figure 1) to address the public's concern about potential releases from the GM facility onto residential properties southeast of the facility. The sampling took place on December 7 and was designed to address potential releases of PCBs and TCE from the site in areas which had the greatest likelihood of being contaminated via an airborne route of transport. Separate samples were collected for PCB and TCE analysis, conducted at U.S. EPA's Central Regional Laboratory in Chicago. The results of those analyses are attached to this document. Of the nine locations sampled for PCBs, eight locations did not show any presence of PCBs in the surficial soil (Table 1). PCBs were identified on the GM property at Location 1 at a concentration of 0.001 parts per million (ppm), which is well below any level of concern for human health. TCE was also sampled in soil at the same nine locations but was not detected at any location.

2. **Comment:** A commenter asked why arrangements were previously made to "sink" wells in their backyard but subsequently refused to do so?

Response: GM conducted a residential investigation in December 2000, using a geoprobe to collect groundwater samples in the right-of-way along Grantland Avenue. Based on those sample results and evaluation of groundwater flow in that area, a determination was made as to where to install monitoring wells to best

define the extent of the TCE impacted groundwater. It was concluded that installing monitoring wells in some of the previously considered back yards was not necessary or appropriate.

3. **Comment:** A commenter asked what are acceptable levels of PCBs and TCE?

Response: As a general premise, acceptable levels of contaminants such as PCBs and TCE are levels that provide adequate protection to the receptors (population) that are potentially being effected. The levels considered acceptable (safe) depend on a variety of factors, including the media (e.g., soil or groundwater) the receptor is being exposed to; the route of exposure (e.g., through direct contact to skin, inhalation or ingestion); the contaminant in question; and, the length of time the receptor is exposed. The Michigan Department of Environmental Quality (MDEQ) and U.S. EPA have developed screening levels that can be used to determine if further evaluation of the contaminant(s) is necessary. These screening levels are developed using all of the exposure variables in determining an acceptable concentration, and reflects the most conservative assessment of impacts on human health.

If contaminant concentrations at a facility or residence do not exceed the screening level, then it is generally considered protective of human health. If the concentrations are above the screening level, then a site specific risk assessment is performed to address the site specific exposure scenario that a person is subjected to, to determine what contaminant level is considered protective of human health.

For PCBs, the direct contact screening criteria in soil, developed under the MDEQ Part 201 Generic Cleanup Criteria for a residential scenario, is 4 parts per million (ppm). Under an industrial/commercial scenario, a concentration up to 22 ppm may be considered protective. For PCBs in groundwater using the Part 201 Criteria, the screening level for direct contact is 3.3 parts per billion (ppb). Results from data on PCB's were below direct contact screening criteria for both soil and groundwater and, therefore, protective of human health.

For TCE, the Part 201 screening criteria for direct contact in residential soil is 500 ppm, which is also the screening level for industrial/commercial use. For TCE in groundwater using the Part 201 criteria, the screening level for direct contact is 37,000 ppb. Results from data on TCE were below direct contact screening criteria for both soil and groundwater and, therefore, protective of human health.

4. **Comment:** A commenter asked for proof that gases can not be expelled from soil, water and wells?

Response: Contaminants found in soil and groundwater have the ability to volatilize out to air depending on a number of conditions that exist within the particular media. One of the significant factors in groundwater is the water solubility of a contaminant. The Michigan DEQ has established general criteria

for contaminant levels in soil and groundwater that are considered acceptable in meeting the "volatilization to indoor air inhalation criteria". For PCBs, the concentration in groundwater is 45 ppb and in soil is 3,000 ppm. For TCE, the concentration in groundwater is 15,000 ppb and in soil is 71 ppm. The acceptable levels in soil that volatilize to ambient air (outdoor air) are substantially higher than for the indoor scenario. For both PCB's and TCE, the levels in soil and groundwater were below the indoor air inhalation criteria and, therefore, protective of human health.

5. **Comment:** A commenter asked if a copy could be obtained of the final action on the corrective measures for the GM facility.

Response: A copy of the Response to Comments and Final Decision Document will be mailed to all participants who submitted comments and/or attended the public meeting on October 5, 2005.

6. **Comment:** A commenter requested a copy of a diagram or map with sections marked with numbers that were presented at the public meeting on October 5, 2005.

Response: A diagram of the facility layout that identifies the locations of AOIs is attached to this decision document.

7. **Comment:** A commenter asked why the city of Livonia denied the commenter the option of having a permit for a new groundwater well for non-potable use.

Response: The City of Livonia has authority to develop policies related to their community. The appropriate city officials should be contacted concerning their decisions made on behalf of the City.

8. **Comment:** A commenter wanted to know what the groundwater test results were for the wells located along the southern end of the GM property.

Response: Groundwater data have been generated at the GM property since around 1989 and continue to the present. Data are located in a number of reports, including the Current Conditions Report, the RFI Report and Supplemental RFI Report. These data were later evaluated and used to address a requirement for determining if migration of contaminated groundwater was under control. This determination was presented in the Environmental Indicator CA750 Report, dated October 2004. This report provides the best summary of the voluminous amount of groundwater data collected at the site and off-site of the property. The report is available at the Livonia Public Library under the title, "Resource Conservation and Recovery Act Environmental Indicator CA750 Report Determination of Migration of Contaminated Groundwater Under Control", October 28, 2004.

9. **Comment:** Concern was expressed over the potentially higher levels of contaminants historically in groundwater at the site than they are presently, (e.g., TCE) and the effects of exposure to the off-site residents.

Response: As was described under Response #8, groundwater data have been generated at the GM facility since around 1989. Prior to that time, neither GM nor the U.S. EPA have information regarding the concentrations of contaminants in groundwater at the site. It can not be determined exactly when the groundwater became contaminated and what the concentrations were initially.

10. **Comment:** A commenter asked that the U.S. EPA send a written statement from an outside source that supports U.S. EPA's accusation that gases are not expelled from the wells on resident's property.

Response: See Response # 4 above.

11. **Comment:** A commenter expressed concern over red dust that had blown onto their property in the past and settled on various structures. The dust would eat the paint off the cars. GM paid to have the cars repainted. The dust was apparently analyzed by Michigan Department of Environmental Quality and the result given to the residents was that the dust was vegetation.

Response: There was no record found or knowledge of any payment to refinish cars where paint had been effected by historical operations at the GM facility. During demolition activities, necessary and appropriate actions to comply with all federal, state and the Occupational Health and Safety Administration (OSHA) standards for worker and community safety were implemented. Additionally, the Wayne County Department of Environment, Air Quality Division, monitored activities at the site and did not find any nuisance dust problems.

12. **Comment:** A commenter asked to have soil tested on their property even though it was their belief that soil had already been tested when wells were put in on their property and requested that the sample results from soil and groundwater over the past 40 years be shared with the commenter.

Response: See Responses # 1 and # 8 for information on soil and groundwater results.

13. **Comment:** A commenter asked what determinations are made to label the property as a "Brownfield".

Response: The Small Business Liability Relief and Brownfields Revitalization Act defines a brownfield site as "real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant". It can include sites that are contaminated by petroleum or a petroleum product. There are criteria for a site to

qualify for Brownfields funding. Typically, sites such as the GM facility in Livonia do not qualify as a Brownfields site because it is being addressed under RCRA corrective action and is, therefore, exempt. However, there is an add-back procedure that allows some sites to get back into the Brownfields program. If a site meets those criteria, then an application needs to be completed and submitted to the U.S. EPA or State agency for review and determination.

14. **Comment:** A commenter asked the U.S. EPA to respond to information from an environmental biologist that the property from Eckles Road all the way to Newburgh Lake was contaminated.

Response: Contamination in Newburgh Lake was addressed through an investigation and restoration project performed by Wayne County beginning in 1993. A summary of the "Newburgh Lake Restoration Project" can be found on the web under www.rougeriver.com/techtop/newburgh/index.html. In summary, Wayne County undertook a project to restore Newburgh Lake to full recreational use and included dredging the lake bottom to make it deeper where sediment accumulation and nutrient rich water had led to excessive growth of aquatic plants. While implementing that project, Wayne County encountered contaminants in the lake bottom sediments, some containing toxic substances which required removal and disposal. According to reports concerning Newburgh Lake, the lake had been polluted by a variety of sources.

Part of the contamination of Newburgh Lake sediments appeared to be due to runoff from a stormwater sewer outfall, downstream of the place where the Middle Rouge River enters the lake. Stormwater runoff is water that runs over the ground during a rain or snow event. This stormwater picks up pollutants found in oil, grease, fertilizers, failing septic tanks, pesticides and other sources from industrial as well as residential properties.

Wayne County has not identified any specific street boundaries in connection with stormwater runoff that contributed to the contamination of the Newburgh Lake sediment.

15. **Comment:** A commenter requested a map or diagram of the underground body of water that flows from the GM facility and under the resident's homes.

Response: A good way to address the flow of groundwater from the facility is to show the diagrams on groundwater depth and flow. This information is presented in Figures 3.1 and 3.2 of the RFI Supplemental Report and attached to this decision document. The shallow groundwater present at the GM site flows in a southeasterly direction with the depth to groundwater occurring at about 8-12 feet below ground surface.

16. **Comment:** A commenter requested a copy of a site map that has all of the sections and sites that are referred to on the paperwork shared at the October meeting.

Response: See Response # 6.

17. **Comment:** A commenter asked why there were so many results from tests on the north side of the GM property.

Response: A number of Areas of Interest (AOIs) were identified along the north side of the GM property and were associated with plant operations. Sampling was performed at those AOIs, the same as all of the other AOIs located throughout the facility. The purpose for the sampling was to determine whether contaminants existed at the AOIs at levels that were considered unacceptable. As a result of those investigations, remedial measures were performed at several AOIs as part of interim measures activities or were included in the final corrective measures for the site.

18. **Comment:** A commenter asked whether consideration was given to test for anything other than TCE.

Response: The sampling conducted at the GM facility included analysis for a full array of constituents at all of the AOIs, including 19 metals, 48 volatile organic compounds (VOCs such as TCE) and 66 semi-volatile organic compounds (SVOCs). PCBs were also included in the analysis. A complete list of the above constituents can be found in Appendix D of the RFI Report.

19. **Comment:** A commenter asked what was stored in the concrete by the railroad tracks and was it leaking out and migrating southeast?

Response: After extensive review of the records, no specific information could be found nor knowledge acquired about the above activity. The ongoing RCRA corrective action activities at the GM facility is a U.S. EPA program that incorporates a very detailed process that is designed to investigate and guide the cleanup of any contaminated air, groundwater, surface water or soil that has resulted from past activities from regulated facilities. During the investigation, information is compiled from areas for actual or potential releases. These areas are evaluated and the extent of contamination, if present, is identified. Corrective measures are then developed and implemented to appropriately address the contaminants. Therefore, even though there is no specific knowledge of this activity, this area would have been included in the corrective action process if there was a recognized potential for release due to GM's operations..

20. **Comment:** A commenter wanted to know about the round concrete tower or building on the south side that leaked for years.

Response: After extensive review of the records, no specific information could be found nor knowledge acquired about the above activity. See Response #19 above.

21. **Comment:** A commenter wanted to know about the area at the end of their street where the railroad cars were parked with barrels.

Response: After extensive review of the records, no specific information could be found nor knowledge acquired about the above activity. See Response #19 above.

22. **Comment:** A commenter wanted to know who kept removing the manhole cover by the parked train in the field and why.

Response: After extensive review of the records, no specific information could be found nor knowledge acquired about the above activity. See Response #19 above.

23. **Comment:** A commenter wanted to know if the U.S. EPA has ever located the concrete slab that was not a building foundation that was used for chrome bumper racks and possibly where many full barrels were buried.

Response: After extensive review of the records, no specific information could be found nor knowledge acquired about the above activity. See Response #19 above.

24. **Comment:** A commenter questioned the language in the Statement of Basis (pg. 5) that only 2 of the 3 groundwater wells were inactive since many of the residents used groundwater wells until around 1990. This was also a time when contaminant levels in groundwater were presumably higher.

Response: The reference made in the Statement of Basis about the use of three residential wells was based on a timeframe when RCRA facility investigations were ongoing at the GM facility. The U.S. EPA has no knowledge of previous historical use of the wells in question. However, it needs to be noted that the above three wells are located outside of the defined groundwater plume. In addition, seven water samples collected from the two inactive residential wells, the one active well and three residential sumps located down-gradient of the site did not show any constituents above human health risk-based criteria.

25. **Comment:** A commenter asked why air quality hasn't been a topic of concern.

Response: The site has historically maintained air permits from Wayne County Air Pollution Control Division (APCD) or the State of Michigan. These permits addressed emissions from all of the air sources from the site. Air emission issues would have been dealt with by that permitting agency. No issues have been identified relating to air emissions from the site. Also, corrective action at the site

began after the Agreement was signed in October, 2001, which was after the site ceased operations and the plant structures were demolished.

26. **Comment:** A commenter requested a copy of the CA750 report and supplemental CA750 monthly sampling.

Response: A copy of the CA750 Report is available at the Livonia Public Library for review. Additional groundwater data generated to date that is related to the CA750 monitoring program is attached to this document.

27. **Comment:** A commenter asked why Alternative 1 would be proposed.

Response: Alternative 1 was considered as one of the options for addressing groundwater monitoring at the site on the basis that the groundwater treatment system and on-going monitoring program would be effective as a corrective measure for addressing TCE contamination. However, Alternative 2 was chosen as the most appropriate corrective measure alternative for the site.

28. **Comment:** A commenter questioned why Alternative 1 or Alternative 2 would be selected for addressing soil at AOI 27.

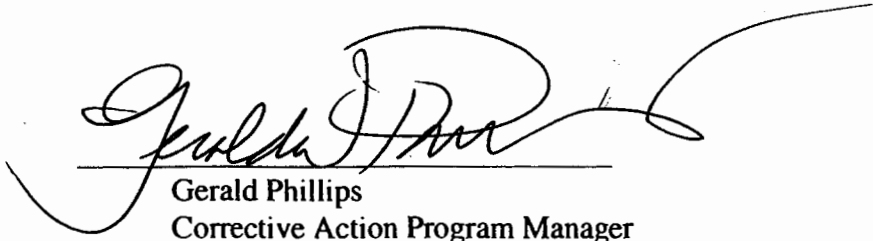
Response: Alternative 1 and 2 were considered as options for addressing soil contamination at AOI # 27 because they would not result in any current unacceptable risk to human health. However, because they may not be protective for potential future use of the land, Alternative 3 was chosen as the most appropriate alternative for the site.

Future Actions

Over a 90-day period, the U.S. EPA and General Motors will pursue negotiating an administrative order on consent (AOC) requiring General Motors to implement the selected remedy. If those negotiations fail to result in a signed AOC, the U.S. EPA may pursue other enforcement alternatives to achieve a final remedy for the site.

Declaration

Based upon the Administrative Record compiled for this corrective action at the General Motors facility in Livonia, Michigan, the U.S. EPA has determined that the selected remedy is appropriate and is protective of human health and the environment.



Gerald Phillips
Corrective Action Program Manager
Waste, Pesticides and Toxics Division
U.S. EPA Region 5

3/10/06
Date

ATTACHMENTS

**STATEMENT OF BASIS
FOR
GENERAL MOTORS CORPORATION
13000 ECKLES ROAD SITE
LIVONIA, MICHIGAN**

INTRODUCTION

This Statement of Basis (SB) for the General Motors Corporation (GMC), 13000 Eckles Road Site in Livonia, Michigan, is being issued by the United States Environmental Protection Agency (U.S. EPA) to fulfill part of its public participation responsibilities under the Resource Conservation and Recovery Act (RCRA). The SB explains the proposed remedy at GMC. This remedy is proposed for addressing soil and groundwater at the facility. In addition, the SB includes summaries of other remedies analyzed for this facility. The U.S. EPA will select a final remedy for the facility only after the public comment period has ended and the information submitted during this time has been reviewed and considered.

This document summarizes information that can be found in greater detail in the Facility Investigation Report and amended RFI report, Corrective Measures Proposal, and site assessment reports, as well as other documents contained in the administrative record for the GMC facility. U.S. EPA encourages the public to review these other documents in order to gain a more comprehensive understanding of the facility and RCRA activities that have been conducted there.

The U.S. EPA may modify the proposed remedy or select another remedy based on new information or public comments. Therefore, the public is encouraged to review and comment on all alternatives. The public can be involved in the remedy selection process by reviewing the documents contained in the administrative record. U.S. EPA will inform the public of the location and availability of the administrative record and the schedule for the public meeting.

PROPOSED REMEDY

Contaminated soils have been removed from the facility and groundwater has been and continues to be treated during ongoing corrective measures activities performed by GMC. The U.S. EPA proposes the following remedy to address the remaining contaminated soils and groundwater at the GMC facility:

Soils

AOI 5 - Remediation of benzo(a)pyrene impacted soil at AOI 5 was performed as part of an interim measure through excavation and disposal of contaminated soil at a proper landfill facility. A cleanup criteria of 8 mg/kg was met in soils at AOI 5.

AOI 27 - Soil in this area will be excavated, characterized, and transported off-site for proper disposal. Cleanup will meet human health criteria of 10⁻⁴ risk for cumulative cancer risk and a hazard index of 1.

AOI 31 - Remediation of PCB impacted soil at AOI 31 was performed as part of an interim measure through excavation and disposal at a licensed landfill. A cleanup criteria of 1 mg/kg was met in soils at AOI 31.

AOI 37 - Soil in this area will be excavated, characterized, and transported off-site for proper disposal. Cleanup will meet human health criteria of 10⁻⁴ risk for cumulative cancer risk and a hazard index of 1.

AOI 39 - A soil management plan will be developed to control particulate emissions from surface soil (i.e. dust control) at selected areas within AOI 39 to address the risk from exposure to industrial particulate soil inhalation.

Groundwater

1. Groundwater monitoring program

A long-term groundwater monitoring program will be implemented to verify that concentrations of constituents remain below human health risk-based criteria at the up-gradient property boundary, on-site, at property boundary monitoring wells, and at off-site monitoring wells down-gradient of the site. Specifically, the groundwater monitoring program will include annual or semi-annual groundwater sampling at the site's perimeter and off-site monitoring wells down-gradient of Area 1 and AOI 31 to confirm that concentrations in these areas continue to decline and the off-site migration of impacted groundwater is being controlled through the ongoing corrective measures. Additionally, monitoring wells at the interior of the site will be sampled to confirm that concentrations of constituents remain at or below levels that are protective of human health and the environment under current and reasonably expected future land-use at the site. Monitoring wells located at up-gradient boundary locations will also be sampled to identify concentrations of constituents migrating onto the site in the vicinity of AOI 33.

2. French drain collection system

A French drain collection system was installed in 1980 south of Area 1 to control the off-site migration of chromium and nickel-impacted groundwater. The collected groundwater is being treated at an on-site treatment plant. The French drain collection system was expanded in 2004 with a barrier wall surrounding Area 1. The purpose of the barrier wall is to eliminate the migration of nickel-

impacted groundwater off-site. The effectiveness of the French drain collection system and Area 1 barrier wall will be monitored as part of the proposed long-term groundwater monitoring program.

3. Groundwater treatment system

Based on a field pilot test performed at AOI 31 to evaluate the effectiveness of treating TCE-impacted groundwater originating from that area, a full-scale on-site interim measures was initiated in 2005 to control the migration of TCE-impacted groundwater off-site. This treatment technology will continue as the final corrective measures for addressing TCE-impacted groundwater at AOI 31.

Institutional Controls

Institutional controls will be imposed on selected areas of the site, where contaminant concentrations in soil are above levels that allow unrestricted access, to restrict land use for industrial or commercial purposes. The use of groundwater will also be restricted to industrial or commercial purposes.

Administrative Order

During implementation of the corrective measures, an Administrative Order on Consent will be negotiated with GMC to provide an enforceable instrument for ensuring that financial assurance is and remains in place for completing corrective measures and any long-term requirements for Operations and Maintenance (O & M), including groundwater monitoring and institutional controls, are properly adhered to until the measures are completed or deemed unnecessary.

FACILITY BACKGROUND

Site Description

The site is located at 13000 Eckles Road, in the City of Livonia, Wayne County, Michigan. The site encompasses approximately 120 acres on the western edge of Livonia. The site is surrounded by industrial or commercial properties with the exception of a residential neighborhood, located southeast of the site. Coil spring and bumper manufacturing was historically conducted in the approximately 2.1 million square-foot former main building and associated support buildings at the site.

At the time of GMC's purchase in 1953, the site was used for agricultural activities. The spring and bumper building was constructed between 1953 and 1954 as the initial phase of development of the site. Additional development at the site continued until 1989. The site was used for the fabrication of coil springs, bumpers, and strut assemblies for vehicles from the site's development in 1953 to approximately July 2000.

Historically, the site contained the following buildings: a two story spring and bumper plant with substation and fan house buildings situated on the plant's roof, a single-story Marshalling Building, a three-story new industrial wastewater treatment plant (WWTP), a three-story powerhouse, a two-story incinerator building, a single-story mud house (for handling sludge), a single-story oil storage building, a single-story sampling building, and two single-story structures with basement areas. The remainder of the buildings were steel-framed structures with concrete slab-on-grade floors. Two below-grade water reservoirs were also located at the northwest end of the site.

Current Operations

All site structures, except the groundwater collection/treatment operation buildings on the southwest corner of the site, have been environmentally decommissioned and demolished. Former building concrete floor slabs remain in place, with the exception of the Marshalling Building slab that has been removed. A six-foot high security fence topped with barbed wire is located along the perimeter of the site and all gates are locked when the site is inactive.

The groundwater collection/treatment operation in the southwest corner of the site collects groundwater impacted by the historical chrome plating operations through a French drain system. Groundwater is collected and treated by pH adjustment, addition of sodium bisulfite, lime, a polymer flocculent, and a final pH adjustment. The water is treated at a maximum rate of approximately 70 gallons per minute, then batch discharged to the Detroit Water and Sewerage Department (DWSD). No other activities are currently conducted at the site.

Surface Water Hydrology

No surface water bodies exist at the site. The Rouge River and Newburgh Lake are the prominent hydrologic features in the vicinity of the site. Newburgh Lake is located approximately ¼-mile southwest of the site. In addition, Gunn Branch Creek was historically located on the adjacent property to the north of the site (beyond the Chesapeake and Ohio Railroad tracks).

The Rouge River is used for flood control and recreational purposes. The northern and central portion of Wayne County is located within the Rouge River Drainage Basin and consists of an area of approximately 187 square miles. It includes three tributaries prior to discharging into the Detroit River: Upper Rouge River, Middle Rouge River, and Lower Rouge River. The Detroit River discharges into Lake Erie, which is located approximately 40 miles southeast of the site.

Water Supply and Groundwater Use

The DWSD provides the potable water supply to the site and the local area from its Springwells Plant, located near Warren Road and Wyoming Avenue in Detroit. The

Springwells Plant is located approximately 10 miles southeast of the site. The water source for the Springwells Plant is the Detroit River.

Based on documents reviewed, one water supply well historically existed on the site. The water supply well was installed in 1954 and was located approximately 135 feet east of Eckles Road on the west side of the site. The well was used for the sprinkler system at the site. This well was 145 feet deep, however, the screened interval was unknown.

During RFI activities, three water supply wells were identified in the residential neighborhood located southeast of the site. Two of the wells were inactive and the third well was used for non-potable use (e.g., garden/lawn watering). These wells are located outside of the defined AOI 31 groundwater plume. In addition, seven water samples were collected from the two inactive residential well pipes, the one active residential non-potable well, and three residential sumps down-gradient of AOI 31 to characterize the nature of groundwater in the residential neighborhood down-gradient of AOI 31. No constituents in the residential groundwater samples were detected above human health risk-based criteria.

PRE-RCRA FACILITY INVESTIGATION

Extensive environmental investigations have been conducted at the site prior to the RCRA Facility Investigation (RFI). Historical data in addition to other existing information have been evaluated qualitatively and quantitatively to identify conditions that warrant further investigation. The qualitative review considered sample locations and depths, constituents analyzed, analytical methods, and any related field observations. The quantitative review was based on a comparison of the historical data for soil and groundwater samples with Michigan Act 451, Part 201 generic cleanup criteria that the Michigan Department of Environmental Quality (MDEQ) has developed under the authority of the Natural Resources and Environmental Protection Act.

The results of the comparisons of pre-RFI data to the Part 201 generic criteria facilitated the development of the RFI scope of work since this historical data had been collected from a majority of the AOIs identified at the site. In addition, a pre-RFI investigation conducted in 1980 provided data which prompted GMC to proactively install the groundwater extraction system (French drain) in Area 1.

RCRA FACILITY INVESTIGATION

The RFI was conducted in a phased approach, with ten phases of field investigations being implemented during the period of September 2002 through October 2004. Additionally, due to potential redevelopment, four stages of the RFI were conducted at AOI 31 on an accelerated timetable during the period of June 2002 through December 2002. One additional round of groundwater monitoring was conducted at

AOI 31 in July 2003. The data from the entire field investigations are presented in the RFI Report and Supplement to the RFI Report.

The RFI field investigation was designed to determine if a release of hazardous waste or constituents had occurred, and where a potentially significant release was identified, to characterize the nature and extent of hazardous constituents in the environmental media.

When data of sufficient quality and quantity had been collected, the data were used to support decisions regarding the need for interim or corrective measures. Human health and ecological risk assessments were conducted to provide a basis for determining whether the presence of hazardous constituents in environmental media at the site poses a significant risk to human health and the environment that would warrant corrective measures.

COMPLETED INTERIM MEASURES

Groundwater Collection/Treatment System

In 1980-81, a French drain collection system was installed along the southwest boundary of the site to collect groundwater with elevated concentrations of nickel and chromium. The elevated concentrations of these metals in groundwater resulted from the nickel and chrome plating of bumpers conducted at the site from 1954 until 1993. The system collects approximately 100,000 gallons per day of impacted groundwater. The collected groundwater is treated at an on-site treatment plant and then batch discharged to the DWSD municipal sewer system.

AOI 31 Soil

Due to potential redevelopment activities in AOI 31, the presence of polychlorinated biphenyls (PCBs) in soil in AOI 31 was characterized and delineated on an accelerated schedule from the main RFI activities. Following an approved cleanup plan, approximately 28 tons of soil with PCB concentrations ≥ 50 ppm were excavated and disposed of during August 2003 at the EQ Toxic Substances Control Act (TSCA) landfill in Wayne, Michigan and approximately 360 tons of soil with PCBs < 50 ppm were excavated and disposed of as non-hazardous soil at Waste Management's Woodland Meadows landfill in Romulus, Michigan.

An additional stage of excavation was conducted in November 2003 where approximately 300 tons of PCB contaminated soil was removed and disposed of at the appropriate landfills. A final stage of excavation was conducted in December 2003 where approximately 23 tons of low level PCBs was properly disposed of. Subsequent field screening and analytical results showed PCBs below 1ppm.

AOI 5 Soil

During the RFI, benzo(a)pyrene was detected in a shallow soil sample at a concentration higher than the Part 201 generic industrial direct contact criteria. The impacted soil was vertically and horizontally delineated and in August 2003, soil from an excavation was removed and properly disposed of off-site. In November 2003, an additional volume of soil was removed and disposed of off-site. Verification sampling showed soil was below the cleanup goal of 8 ppm.

AOI 31 Groundwater

Based on results of the RFI, trichloroethene (TCE) was detected in groundwater from AOI 31 monitoring wells at on-site and off-site locations at concentrations greater than screening criteria. Potassium permanganate (KMnO₄) was applied to the groundwater to treat the TCE in April 2004 as a pilot project. Following the application and subsequent groundwater monitoring, injection wells and monitoring wells were installed up-gradient and down-gradient of existing wells to monitor the results of the applications. Based on the success of the pilot project, a full scale on-site implementation of the treatment program was initiated in May 2005 and is presently ongoing.

Area 1 Groundwater

Based on historical and RFI results, nickel and chromium were detected in groundwater samples from Area 1. A collection trench was installed in 1980 to collect contaminated groundwater along the south boundary of the site. RFI results identified nickel in monitoring wells south of Amrhein Road at concentrations above screening criteria. A soil-bentonite and jet grout barrier wall was installed around Area 1 in fall of 2004 and appears to be controlling groundwater flow from this area of the site.

SUMMARY OF FACILITY RISKS

Human Health Risk Evaluation

During the implementation of the RFI, the sampling results from each area were compared with conservative generic and/or site specific risk-based screening criteria to identify whether a potentially significant release of hazardous constituents to the environment had occurred and to assess the adequacy of characterization of potentially significant releases. It was determined that adequate data had been collected from each AOI and the three additional areas to support a risk evaluation.

The significance of potential exposure to soil at and adjacent to the site was evaluated based on current and reasonably expected future land use. Potential receptors considered in this evaluation included on-site and off-site routine workers, on-site and off-site construction workers, site-redevelopment workers, trespassers, and off-site residents. The evaluations for all of the receptors, with the exception of the site-redevelopment workers, were conducted on an area specific basis. Due to the

uncertainty of the redevelopment plans for the site, the site-redevelopment worker evaluation was conducted on a location-by-location basis for soil and groundwater.

Of the areas evaluated, only three AOIs were identified as posing a potentially significant risk. Specifically, the cumulative site-related cancer risk and noncancer hazard index (HI) for on-site routine workers and site-redevelopment workers exposed to soil in AOI 27 and AOI 37 were estimated to be above the U.S. EPA's cumulative cancer risk limit of 10^{-4} and HI limit of 1. Poly-aromatic hydrocarbons were the primary contributor to the cancer risk estimate at AOI 27 and PCBs were the primary contributor to the HI at AOI 37. In addition, the noncancer HI for site-redevelopment workers exposed to soil in certain locations at AOI 39 was estimated to be above the U.S. EPA's HI limit of 1. The primary contributor to the noncancer hazard was manganese via inhalation of particulates.

The significance of potential exposure to groundwater at and adjacent to the site was evaluated based on current and reasonably expected future use of shallow overburden groundwater at and adjacent to the site. Potential receptors considered in the evaluation included on-site and off-site routine workers, on-site and off-site construction workers, site-redevelopment workers, and off-site residents. Based on the assessment of risks associated with potential non-potable exposures to constituents in shallow groundwater, constituent concentrations detected in groundwater at the individual investigation areas, the site perimeter wells, and off-site monitoring wells were determined to not pose any significant risk for any of the receptors, with the exception of site-redevelopment workers under certain circumstances. Specifically, the noncancer HI for site-redevelopment workers exposed to groundwater at specific locations in Area 1, Area 3, AOI 22 (which is in Area 3), and General area were estimated to be above the U.S. EPA's HI limit of 1. The primary contributors to the noncancer hazard were chromium and nickel at Area 1, Area 3, and AOI 22; and nickel at the General area via dermal contact.

Ecological Risk Evaluation

An ecological risk assessment was prepared to develop information necessary to determine whether there is the potential for unacceptable risk of adverse ecological effects resulting from site-related hazardous constituent concentrations in environmental media. The risk assessment included identification of AOIs with hazardous constituents, habitat and potentially complete exposure pathways; habitat characterization; and quantitative risk analysis.

Based on the results of a habitat characterization and a review of existing site information, there is adequate information to determine that ecological risks are negligible at the site. Currently, only the areas east of Area 2 and in the vicinity of AOI 31 were found to provide habitat for ecological receptors. No further ecological risk assessment tasks were conducted for the site because there are no releases of hazardous constituents associated with areas that currently provide potential habitat.

In addition, these areas currently provide limited habitat and are likely to be significantly altered during the course of planned development.

SUMMARY OF CORRECTIVE MEASURES OPTIONS

Groundwater

The human health risk assessment determined that the current groundwater conditions do not pose a significant risk under current and reasonably expected future land use at and around the site with the exception of the site-redevelopment worker exposure scenario at locations in Area 1, Area 3, AOI 22, and General area. The primary contributors to the risk are chromium and nickel via dermal contact with the groundwater. Interim Measures have been implemented at Area 1 and AOI 31 to control the migration of impacted groundwater. Although concentrations of TCE in groundwater at AOI 31 do not pose a significant risk under current and reasonably expected future land use on-site or off-site, TCE was identified in groundwater samples collected from off-site monitoring wells at concentrations greater than screening criteria. The Interim Measure for AOI 31 groundwater is being implemented to control the migration of TCE-impacted groundwater.

Summary of Alternatives

The following Interim Measures are proposed as part of the final Corrective Measures for site groundwater:

1. French Drain Collection System and Area 1 Barrier Wall – The French drain collection system and Area 1 wall, discussed above under Completed Interim Measures, control the migration of chromium and nickel-impacted groundwater at Area 1.
2. Groundwater Treatment System - As discussed above under Completed Interim Measures, chemical oxidation of TCE-impacted groundwater is being conducted at AOI 31 to reduce the concentration of TCE in groundwater and, thereby, control its migration off-site.

The following two additional groundwater alternatives are considered:

Alternative 1: No Further Action – The no action alternative would require no activity as the selected Corrective Measure. This alternative would consist of completing the semi-annual sampling of select monitoring wells identified in the CA 750 Report and the supplemental CA 750 monthly sampling, both to be completed in 2005.

Alternative 2: Implementation of Annual Groundwater Monitoring Program with Contingency Plan - This alternative would require sampling of select on-site and off-site monitoring wells to confirm that constituents are not migrating off-site at

unacceptable risk based concentrations, with contingencies for additional Corrective Measures if constituent concentrations approach the risk-based criteria that are pertinent to current and reasonably expected future groundwater use immediately down-gradient of the site. During the monitoring period, evaluation of groundwater conditions will continue, and/or the need for any additional Corrective Measures.

Following completion of the CA 750 groundwater monitoring program and supplemental CA 750 groundwater monitoring in December 2005, a long-term groundwater monitoring plan will be developed based on the results of the CA 750 monitoring, identifying the monitoring wells to be sampled, the parameters to be analyzed, and the frequency and expected duration of the long-term monitoring program.

Additionally, institutional controls will be in place that will limit the use of groundwater at the site and reference a groundwater management plan for any activities that may include excavation for large construction activities conducted at locations in Area 1, Area 3, AOI 22, and General area.

Soil

AOI 5

The following Interim Measure is proposed as the final Corrective Measure for AOI 5 soil:

AOI 5 Soil Excavation - As discussed above under Completed Interim Measures, benzo(a) pyrene-impacted soil at AOI 5 was excavated and disposed at a proper landfill facility. Verification sampling showed benzo(a) pyrene was not present in soil at concentrations greater than 8 mg/kg.

AOI 27

The following three Corrective Measures alternatives are considered for AOI 27:

Alternative 1: No Further Action - The no action alternative would require no activity as the selected Corrective Measure. This alternative would result in no current unacceptable risks to human health, but would not be protective of potential site redevelopment workers or future routine workers.

Alternative 2: Engineering and Institutional Controls - A plan to install a protective barrier (pavement, concrete, etc.) and control any construction activities that require removal of the protective barrier would be implemented. The plan would include a yearly inspection to identify and repair any cracks in the protective barrier, and procedures to ensure that the proper health and safety controls are used during any subsurface construction/maintenance activities. In

addition, institutional controls will be imposed that limit the use of the land to industrial/commercial uses.

Alternative 3: Soil Excavation/Removal of Impacted Soil - Impacted soil in this area will be excavated, characterized, and transported off-site for proper disposal until estimates of cumulative cancer risk and HI would be reduced to levels that do not exceed acceptable limits of 10^{-4} and 1, respectively.

AOI 31

The following Interim Measure is proposed as a final Corrective Measure for AOI 31:

AOI 31 Soil Excavation - As discussed above under Completed Interim Measures, PCB-impacted soil at AOI 31 was excavated and disposed at a licensed landfill facility until a cleanup criteria of 1 mg/kg was achieved.

AOI 37

The following three Corrective Measures alternatives are considered for AOI 37:

Alternative 1: No Further Action - The no further action alternative would require no activity as the selected Corrective Measure. This alternative would result in no current unacceptable risks to human health, but would not be protective of potential site redevelopment workers or future routine workers.

Alternative 2: Engineering and Institutional Controls - A plan to install a protective barrier (pavement, concrete, etc.) and control any construction activities that require removal of the protective barrier, would be implemented. The plan would include a yearly inspection to identify and repair any cracks in the protective barrier, and procedures to ensure that the proper health and safety controls are used during any subsurface construction/maintenance activities. In addition, institutional controls would be imposed to restrict land use to industrial/commercial uses.

Alternative 3: Soil Excavation/Removal of Impacted Soil - Soil in this area would be excavated, characterized, and transported off-site for proper disposal until estimates of cumulative cancer risk and HI would be reduced to levels that do not exceed acceptable limits of 10^{-4} and 1, respectively.

AOI 39

The following three Corrective Measures alternatives are considered for AOI 39:

Alternative 1: No Further Action - The no action alternative would require no activity as the selected Corrective Measure. This alternative would result in no

current unacceptable risks to human health, but would not be protective of potential site redevelopment workers. Additionally, this alternative would not preclude that AOI 39 would not be subject to vehicular traffic accessing other areas of the site.

Alternative 2: Engineering and Institutional Controls - A plan would be developed and implemented at the site to control particulate emissions (i.e., dust control) during any large construction or other site activity that creates dust in areas of exposed fill for prolonged periods. In addition, institutional controls will be imposed to restrict land use to industrial/commercial uses.

Alternative 3: Soil Excavation/Removal of Impacted Soil - Soil in this area would be excavated, characterized, and transported off-site for proper disposal until estimates of cumulative cancer risk and HI would be reduced to levels that do not exceed acceptable limits of 10^{-4} and 1, respectively.

EVALUATION OF PROPOSED CORRECTIVE MEASURES

The Corrective Measures alternatives discussed above were evaluated using the General Remedy Standards and Decision Factors criteria discussed below. Based on that evaluation, the following recommended alternatives were chosen:

Groundwater

French Drain Collection and Treatment System – Interim Measure
Area 1 Barrier Wall - Interim Measure
Groundwater Treatment System at AOI 31 – Interim Measure
Implementation of Annual Groundwater Monitoring Program, including LNAPL Removal, with Contingency Plan – Alternative 2

Soils

Soil Excavation at AOI 5 – Interim Measure
Soil Excavation/Removal at AOI 27 – Alternative 3
Soil Excavation at AOI 31 – Interim Measure
Soil Excavation at AOI 37 – Alternative 3
Engineering and Institutional Controls at AOI 39 – Alternative 2

Institutional Controls

Institutional Controls (ICs) will be imposed in all site areas where risk based levels that allow for unrestricted land use are not achieved and groundwater does not meet drinking water standards. An Administrative Order on Consent will be used as the enforceable instrument to ensure the ICs and O & M requirements are met.

General Remedy Standards

Overall Protection of Human Health and the Environment - The above selected alternatives will provide adequate protection of human health and the environment. The overburden groundwater at the interior of the site, at the site perimeter, and down-gradient of the site, do not present a current unacceptable risk. Alternative 2 for the site groundwater ensures that no unacceptable exposure will occur, and the Interim Measures will mitigate off-site migration. The soil excavation/removal of impacted soil identified in alternative 3 for both AOI 27 and AOI 37 soils will ensure that acceptable levels of future potential human exposure will be attained by eliminating the soil contributing to the unacceptable risks. The potential risks will be eliminated by removing the soil with elevated concentrations of constituents. The engineering and institutional controls identified in alternative 2 for AOI 39 soils will be implemented as a means of preventing and or controlling potential exposures to identified potential risks.

Attainment of Media Cleanup Standards - The selected remedy to monitor site and down-gradient groundwater quality will ensure that the concentrations will continue to be below the appropriate risk-based groundwater criteria. Contaminants in soil have or will achieve risk based criteria based on the completed Interim Measures and Corrective Measures identified in alternative 3 for AOI 27 and AOI 37 and alternative 2 for AOI 39.

Controlling the Sources of Releases - The selected alternatives supplement the Interim Measures performed at Area 1 and AOI 31 to control the migration of impacted groundwater. Contaminants in soil at AOI 5, AOI 27, AOI 31, and AOI 37 have been or will be excavated and removed as part of Corrective Measures at the site.

Compliance with Applicable Standards for Waste Management - No wastes will be generated as part of the selected alternative, with the exception of excavated soil from AOIs 27 and 37, and minimal amounts of purge water generated during implementation of the groundwater sampling program for the site. All waste generated from the selected alternatives and any contingencies of the groundwater monitoring program will comply with applicable standards.

Remedy Decision Factors

Long Term Reliability and Effectiveness - The removal of impacted soils in AOIs 27 and 37 will result in acceptable risk that is both reliable and effective since the impacted soil will no longer be available at the site. In the event that groundwater conditions are identified above screening criteria, contingency plans will be implemented. In addition, since the site is planned for redevelopment as an industrial

and commercial business park and the uncertainties of such plans, the proposed Corrective Measures will allow for the greatest flexibility during redevelopment. The requirements for long term maintenance and implementation of engineering and institutional controls will ensure the site is protective of human health and the environment. Deed restrictions will be implemented in such a way that they continue with the land when the property, or a portion thereof, transfers ownership.

Reduction of Toxicity, Mobility, or Volume of Wastes - The results of the groundwater monitoring program will be used to verify RFI conclusions that natural processes are ongoing at the site and that in conjunction with the results of the Interim Measures in Area 1 and AOI 31, will continue to reduce the toxicity and/or mobility of the constituents of concern. The soil removal Interim Measures proposed for AOI 27 and 37 will immediately reduce the volume of impacted soil, which will be confirmed by sampling and supplemental risk assessments. The engineering and institutional controls to be implemented at AOI 39 will reduce the particulate inhalation exposures, and thus the mobility of the constituent of concern.

Short-Term Effectiveness - The surrounding community will not be affected by the remedial efforts described herein with the exception of off-site groundwater sampling. In addition, on-site workers are not at risk of exposure to the impacted soil and groundwater under the current scenario.

Implementation - The selected remedy alternatives can be implemented with minimal engineering and administrative procedures and with no impact to the surrounding community with the exception of continued off-site groundwater sampling. The field work and reporting associated with the groundwater monitoring program are routine type activities and can easily be implemented. Potential contingency measures associated with the groundwater monitoring program would also be easily implemented if necessary. Implementation of the soil excavation will depend on risk-based estimates. AOIs 27 and 37 are currently easily accessible for construction activities.

Costs - Costs associated with the groundwater monitoring program are minimal unless contingent activities are necessary. The soil excavation activities can be completed with modest costs and will provide certainty that a portion of the site can be redeveloped without concern for future workers at the site. The implementation of engineering and institutional controls at the site will also involve minimal costs.

PUBLIC PARTICIPATION

The U.S. EPA is soliciting comments from the public on corrective measures alternatives presented in this document for the GMC facility. The U.S. EPA has scheduled a public comment period of 45 days from September 2, 2005 to October 18, 2005, in order to encourage public participation in the decision process. During the public comment period, the U.S. EPA will accept written comments on the proposed action. The public

may submit written comment, questions, and request a public meeting at the following address:

Mr. Daniel Patulski
Environmental Protection Agency
77 West Jackson Boulevard, DW-8J
Chicago, Illinois 60604
Telephone No.: (312) 886-0656

The administrative record is available for review at the following two locations:

Livonia Public Library
32777 Five Mile Road
Livonia, Michigan 48154

and

United States Environmental Protection Agency
77 West Jackson Boulevard, DW-8J
Chicago, Illinois 60604
Attention: Daniel Patulski

After U.S. EPA's consideration of the public comments that are received, they will be summarized and responses will be provided in a Response to Comments document. The Response to Comments document will be drafted after the conclusion of the public comment period and will be incorporated into the administrative record.

TABLE 1

Soil Sampling Results for PCBs and TCE at the GM Livonia Site and Adjacent Residences

<u>LOCATION</u>	<u>Sampling Results (ppm¹)</u>	
	<u>PCBs</u>	<u>TCE</u>
<u>On-Site 1</u>	0.001	U ²
<u>On-Site 2</u>	U	U
<u>On-Site 3</u>	U	U
<u>On-Site 4</u>	U	U
<u>On-Site 5</u>	U	U
<u>FEDEX 6</u>	U	U
<u>McKiddy Residence</u>	U	U
<u>Admiral Tool 7</u>	U	U
<u>Hogan Residence</u>	U	U
<u>Fetter Residence</u>	U	U

-
1. ppm (parts per million)
 2. U (Undetected)

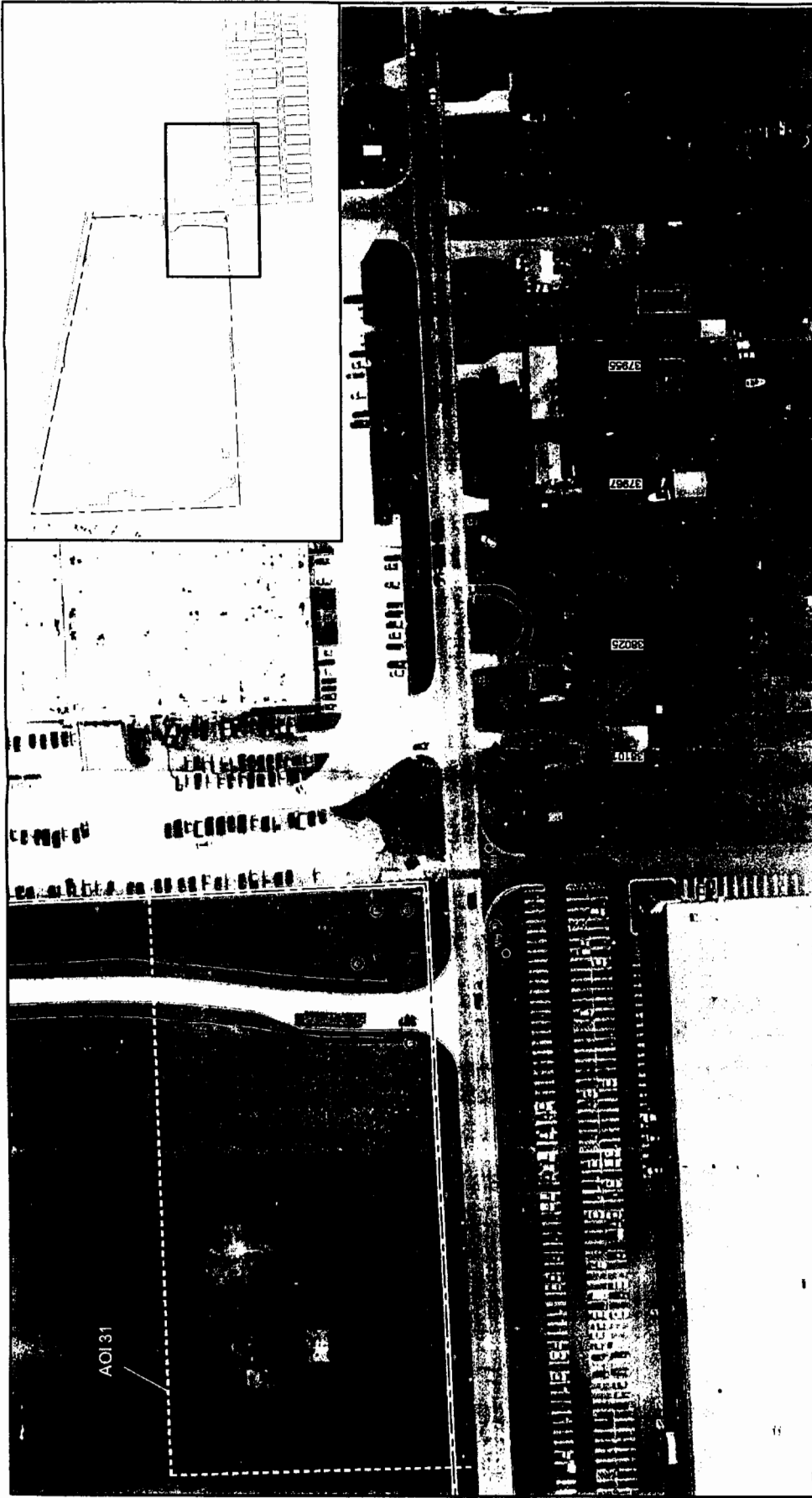


figure 1

PROPOSED SOIL BORING LOCATIONS
 13000 ECKLES ROAD SITE
 LIVONIA, MICHIGAN

LEGEND
 PROPOSED BOREHOLE



12807-07(SCHRR001)GN-DE001 NOV 23/2005

TABLE 1
GROUNDWATER SAMPLE RESULTS
CA 750 MONITORING EVENT #2 - DECEMBER 2004
13000 ECKLES ROAD SITE
LIVONIA, MICHIGAN

Primary Area of Interest:	AOI 31	AOI 31	AOI 31	AOI 31	AOI 31	AOI 31	AOI 31	AOI 31	AOI 31	AOI 31	AOI 31	AOI 31	AOI 31
Secondary Area of Interest:	AOI 31	AOI 31	AOI 31	AOI 31	AOI 31	AOI 31	AOI 31	AOI 31	AOI 31	AOI 31	AOI 31	AOI 31	AOI 31
Sample Location:	MW-211D	MW-2115	MW-212D	MW-2125	MW-214D	MW-214S	MW-216D	MW-216S	MW-217D	MW-2165	MW-216D	MW-216S	MW-217D
Sample ID:	GW-121404-TY-015	GW-121404-TY-014	GW-121404-MM-018	GW-121404-MM-019	GW-121604-TY-025	GW-121604-TY-026	GW-121604-TY-017	GW-121604-TY-016	GW-121604-MM-023	GW-12142004	GW-12142004	GW-12142004	GW-12142004
Matrix:	WG	WG	WG	WG	WG	WG	WG	WG	WG	WG	WG	WG	WG
Volatile Organic Compounds													
1,1,1-Trichloroethane	1.0 U	8.6	1.0 U	39	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
1,1,2,2-Tetrachloroethane	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
1,1,2-Trichloroethane	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
1,1-Dichloroethane	1.0 U	1.0 U	1.0 U	0.96 J	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
1,1-Dichloroethene	1.0 U	1.0 U	1.0 U	1.2 J	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
1,2,4-Trichlorobenzene	5.0 U	5.0 U	5.0 U	7.2 UJ	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U
1,2-Dibromo-3-chloropropane (DBCP)	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
1,2-Dichloroethane (Ethylene Dibromide)	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
1,2-Dichloroethene	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
1,2-Dichloropropane	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
1,3-Dichloropropane	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
1,4-Dichlorobenzene	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
2-Butanone (Methyl Ethyl Ketone)	25 U	25 U	25 U	36 U	25 U	25 U	25 U	25 U	25 U	25 U	25 U	25 U	25 U
2-Hexanone	50 U	50 U	50 U	72 U	50 U	50 U	50 U	50 U	50 U	50 U	50 U	50 U	50 U
4-Methyl-2-Pentanone (Methyl Isobutyl Ketone)	50 U	50 U	50 U	72 U	50 U	50 U	50 U	50 U	50 U	50 U	50 U	50 U	50 U
Acetone	25 U	25 U	25 U	36 UJ	25 U	25 U	25 U	25 U	25 U	25 U	25 U	25 U	25 U
Benzene	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Bromodichloromethane	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Bromofluoromethane (Methyl Bromide)	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Bromomethane (Methyl Bromide)	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Carbon disulfide	5.0 U	5.0 U	5.0 U	7.2 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U
Carbon tetrachloride	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Chlorobenzene	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Chloroethane	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Chloroform (Trichloromethane)	1.0 U	1.0 U	1.0 U	0.33 J	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Chloromethane (Methyl Chloride)	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
cis-1,2-Dichloroethene	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Cyclohexane	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
cis-1,3-Dichloropropene	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Dibromochloromethane	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Dichlorodifluoromethane (CFC-12)	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Ethylbenzene	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Isopropylbenzene	5.0 U	5.0 U	5.0 U	7.2 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U
Methyl acetate	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Methyl cyclohexane	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Methyl Tert Butyl Ether	5.0 U	5.0 U	5.0 U	7.2 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U	5.0 U
Methylene chloride	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Styrene	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Tetrachloroethene	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Toluene	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
trans-1,2-Dichloroethene	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
trans-1,3-Dichloropropene	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Trichloroethene	1.0 U	1.0 U	1.0 U	3.5	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Trichlorofluoromethane (CFC-11)	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Trifluorotrchloroethane (Freon 113)	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Vinyl chloride	1.0 U	1.0 U	1.0 U	1.4 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
Xylene (total)	3.0 U	3.0 U	3.0 U	4.3 U	3.0 U	3.0 U	3.0 U	3.0 U	3.0 U	3.0 U	3.0 U	3.0 U	3.0 U
Metals													
Chromium III (Trivalent)	-	-	-	-	-	-	-	-	-	-	-	-	-
Chromium Total	-	-	-	-	-	-	-	-	-	-	-	-	-
Chromium VI (Hexavalent)	-	-	-	-	-	-	-	-	-	-	-	-	-
Nickel	-	-	-	-	-	-	-	-	-	-	-	-	-

Notes:
U-Not present at or above the associated value
J-Estimated reporting limit

TABLE 1
 SUPPLEMENTAL CA 750 SAMPLING EVENT - APRIL 2005 AND SEMI-ANNUAL CA 750 SAMPLING EVENT - MAY 2005 SAMPLE RESULTS
 13000 ECKLES ROAD SITE
 LIVONIA, MICHIGAN

ADJ:	Area 01	Area 01	Area 01	Area 01	Area 01	Area 01
Sample Location:	HA-15	HA-16	HA-16	HA-16	HA-16	HA-16
Sample ID:	GW-01405-DCR-049	GW-01405-DCR-042	GW-01405-DCR-043	GW-01405-DCR-044	GW-01405-DCR-048	GW-01405-DCR-047
Sample Date:	4/14/2005	4/14/2005	4/14/2005	4/14/2005	4/14/2005	4/14/2005
	CA 750 GW Monitoring-April 05	CA 750 GW Monitoring-April 05	CA 750 GW Monitoring-April 05	CA 750 GW Monitoring-April 05	CA 750 GW Monitoring-April 05	CA 750 GW Monitoring-April 05
Duplicate						
Volatiles						
1,1,1-Trichloroethane	ug/L	-	-	-	-	-
1,1,2,2-Tetrachloroethane	ug/L	-	-	-	-	-
1,1,2-Trichloroethane	ug/L	-	-	-	-	-
1,1-Dichloroethane	ug/L	-	-	-	-	-
1,1-Dichloroethene	ug/L	-	-	-	-	-
1,2,4-Trichlorobenzene	ug/L	-	-	-	-	-
1,2-Dibromo-3-chloropropane (DBCP)	ug/L	-	-	-	-	-
1,2-Dibromoethane (Ethylene Dibromide)	ug/L	-	-	-	-	-
1,2-Dichlorobenzene	ug/L	-	-	-	-	-
1,2-Dichloroethane	ug/L	-	-	-	-	-
1,2-Dichloropropane	ug/L	-	-	-	-	-
1,2-Dichlorobenzene	ug/L	-	-	-	-	-
1,4-Dichlorobenzene	ug/L	-	-	-	-	-
2-Butanone (Methyl Ethyl Ketone)	ug/L	-	-	-	-	-
2-Hexanone	ug/L	-	-	-	-	-
4-Methyl-2-Pentanone (Methyl Isobutyl Ketone)	ug/L	-	-	-	-	-
Acetone	ug/L	-	-	-	-	-
Benzene	ug/L	-	-	-	-	-
Bromochloromethane	ug/L	-	-	-	-	-
Bromofluoromethane	ug/L	-	-	-	-	-
Bromomethane (Methyl Bromide)	ug/L	-	-	-	-	-
Carbon disulfide	ug/L	-	-	-	-	-
Carbon tetrachloride	ug/L	-	-	-	-	-
Chlorobenzene	ug/L	-	-	-	-	-
Chloroethane	ug/L	-	-	-	-	-
Chloroform (Trichloromethane)	ug/L	-	-	-	-	-
Chloromethane (Methyl Chloride)	ug/L	-	-	-	-	-
cis-1,2-Dichloroethene	ug/L	-	-	-	-	-
cis-1,3-Dichloropropene	ug/L	-	-	-	-	-
Cyclohexane	ug/L	-	-	-	-	-
Dibromochloromethane	ug/L	-	-	-	-	-
Dichlorodifluoromethane (CFC-12)	ug/L	-	-	-	-	-
Ethylbenzene	ug/L	-	-	-	-	-
Isopropylbenzene	ug/L	-	-	-	-	-
Methyl acetate	ug/L	-	-	-	-	-
Methyl cyclohexane	ug/L	-	-	-	-	-
Methyl Tert Butyl Ether	ug/L	-	-	-	-	-
Methylene chloride	ug/L	-	-	-	-	-
Styrene	ug/L	-	-	-	-	-
Tetrachloroethene	ug/L	-	-	-	-	-
Toluene	ug/L	-	-	-	-	-
trans-1,2-Dichloroethene	ug/L	-	-	-	-	-
trans-1,3-Dichloropropene	ug/L	-	-	-	-	-
Trichloroethane	ug/L	-	-	-	-	-
Trichlorofluoromethane (CFC-11)	ug/L	-	-	-	-	-
Trifluorobromomethane (From 113)	ug/L	-	-	-	-	-
Vinyl chloride	ug/L	-	-	-	-	-
Xylenes (total)	ug/L	-	-	-	-	-
Metals	mg/L	46.9	1240	1160	31.0	0.0069
Nickel					1.5	

Notes:
 U - Not Detected above provided detection limit
 J - Numerical value is an estimated quantity

TABLE 1
 SUPPLEMENTAL CA 750 SAMPLING EVENT - APRIL 2005 AND SEMI-ANNUAL CA 750 SAMPLING EVENT - MAY 2005 SAMPLE RESULTS
 13000 ECKLES ROAD SITE
 LITVONIA, MICHIGAN

AOI:	Area 01	Area 01	Area 01	AOI 31	AOI 31	AOI 31
Sample Location:	MW-OS-4D	MW-OS-7D	MW-211D	MW-211S	MW-211S	MW-212D
Sample ID:	GW-041405-DCR-045	GW-041405-DCR-046	GW-041405-DCR-046	GW-051805-BF-053	GW-051805-BF-054	GW-051805-BF-057
Sample Date:	4/12/2005	4/14/2005	4/14/2005	5/18/2005	5/18/2005	5/18/2005
	CA 750 GW Monitoring-April 05	CA 750 GW Monitoring-April 05	CA 750 GW Monitoring-April 05	CA 750 Sampling Event - May 05	CA 750 Sampling Event - May 05	CA 750 Sampling Event - May 05
Volatiles						
1,1,1-Trichloroethane	ug/L		1.0 U	6.4	1.0 U	1.0 U
1,1,2,2-Tetrachloroethane	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
1,1,2-Trichloroethane	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
1,1,1-Trichloroethane	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
1,1-Dichloroethane	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
1,2,4-Trichlorobenzene	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
1,2-Dibromo-3-chloropropane (DBCP)	ug/L		2.0 U	2.0 U	2.0 U	2.0 U
1,2-Dibromoethane (Ethylene Dibromide)	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
1,2-Dichloroethane	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
1,2-Dichloropropane	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
1,3-Dichlorobenzene	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
1,4-Dichlorobenzene	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
2-Butanone (Methyl Ethyl Ketone)	ug/L		10 U	10 U	10 U	10 U
2-Hexanone	ug/L		10 U	10 U	10 U	10 U
4-Methyl-2-Pentanone (Methyl Isobutyl Ketone)	ug/L		10 U	10 U	10 U	10 U
Acetone	ug/L		10 U	10 U	10 U	10 U
Benzene	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Bromodichloroethane	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Bromoform	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Bromoethane (Methyl Bromide)	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Carbon disulfide	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Carbon tetrachloride	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Chlorobenzene	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Chloroethane	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Chloroform (Trichloromethane)	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Chloromethane (Methyl Chloride)	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
cis-1,2-Dichloroethane	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
cis-1,3-Dichloropropene	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Cyclohexane	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Dibromochloroethane	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Dichlorodifluoromethane (CFC-12)	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Ethylbenzene	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Isopropylbenzene	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Methyl acetate	ug/L		10 U	10 U	10 U	10 U
Methyl isobutane	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Methyl Tert Butyl Ether	ug/L		5.0 U	5.0 U	5.0 U	5.0 U
Methylene chloride	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Styrene	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Tetrachloroethane	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Toluene	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
trans-1,2-Dichloroethane	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
trans-1,3-Dichloropropene	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Trichloroethane	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Trichlorofluoromethane (CFC-11)	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Trifluorochloromethane (Freon 113)	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Vinyl chloride	ug/L		1.0 U	1.0 U	1.0 U	1.0 U
Xylene (total)	ug/L		2.0 U	2.0 U	2.0 U	2.0 U
Metals						
Nickel	mg/L	0.033				

Notes:
 U - Not detected above provided detection limit
 J - Numerical value is an estimated quantity

TABLE 1
 SUPPLEMENTAL CA 750 SAMPLING EVENT - APRIL 2005 AND SEMI-ANNUAL CA 750 SAMPLING EVENT - MAY 2005 SAMPLE RESULTS
 13000 ECKLES ROAD SITE
 LIVONIA, MICHIGAN

AOI:	AOI 31	AOI 31	AOI 31	AOI 31	AOI 31	AOI 31
Sample Location:	MW-2125	MW-214D	MW-214S	MW-216D	MW-216S	MW-217D
Sample ID:	GW-051905-BF-056	GW-052005-BF-063	GW-052005-BF-064	GW-051905-BF-061	GW-051905-BF-060	GW-051905-BF-059
Sample Date:	5/19/2005	5/20/2005	5/20/2005	5/19/2005	5/19/2005	5/19/2005
	CA 750 Sampling Event - May 05	CA 750 Sampling Event - May 05	CA 750 Sampling Event - May 05	CA 750 Sampling Event - May 05	CA 750 Sampling Event - May 05	CA 750 Sampling Event - May 05
Units						
1,1,1-Trichloroethane	ug/L	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U
1,1,2,2-Tetrachloroethane	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
1,1,2-Trichloroethane	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
1,1-Dichloroethane	ug/L	0.65 J	1.0 U	1.0 U	1.0 U	1.0 U
1,1-Dichloroethene	ug/L	1.5 J	1.0 U	1.0 U	1.0 U	1.0 U
1,2,4-Trichlorobenzene	ug/L	2.5 U	0.34 JB	1.0 U	1.0 U	1.0 U
1,2-Dibromo-3-chloropropane (DBCP)	ug/L	5.0 U	2.0 U	2.0 U	2.0 U	2.0 U
1,2-Dibromoethane (Ethylene Dibromide)	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
1,2-Dichlorobenzene	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
1,2-Dichloroethane	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
1,2-Dichloropropane	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
1,3-Dichlorobenzene	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
1,4-Dichlorobenzene	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
2-Butanone (Methyl Ethyl Ketone)	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
3-Hexanone	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
4-Methyl-2-Pentanone (Methyl Isobutyl Ketone)	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Axetone	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Benzene	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Bromodichloromethane	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Bromomethane (Methyl Bromide)	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Carbon disulfide	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Carbon tetrachloride	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Chlorobenzene	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Chloroethane	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Chloroform (Trichloromethane)	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Chloromethane (Methyl Chloride)	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
cis-1,2-Dichloroethene	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
cis-1,3-Dichloropropene	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Cyclohexane	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Dibromochloromethane	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Dichlorodifluoromethane (CFC-12)	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Ethylbenzene	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Isopropylbenzene	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Methyl acetate	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Methyl cyclohexane	ug/L	12 U	5.0 U	5.0 U	5.0 U	5.0 U
Methyl Tert Butyl Ether	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Methylene chloride	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Styrene	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Tetrachloroethane	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Toluene	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
trans-1,2-Dichloroethene	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
trans-1,3-Dichloropropene	ug/L	11	1.0 U	1.0 U	1.0 U	1.0 U
Trichloroethene	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Trichlorofluoromethane (CFC-11)	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Trifluoromethane (Freon 11)	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Vinyl chloride	ug/L	2.5 U	1.0 U	1.0 U	1.0 U	1.0 U
Xylene (total)	ug/L	5.0 U	2.0 U	2.0 U	2.0 U	2.0 U
Mn/als	mg/L					
Nickel	mg/L					

Notes:
 U - Not detected above provided detection limit
 J - Numerical value is an estimated quantity

TABLE 1
 SUPPLEMENTAL CA 750 SAMPLING EVENT - APRIL 2005 AND SEMI-ANNUAL CA 750 SAMPLING EVENT - MAY 2005 SAMPLE RESULTS
 13000 ECKLES ROAD SITE
 LIVONIA, MICHIGAN

AOI:	AOI 31	AOI 32/AOI 37	AOI 33	AOI 34	AOI 35	AOI 36	AOI 37
Sample Location:	MW-2175	MW-28-35	MW-3035	MW-3175	MW-3275	MW-3375	MW-3475
Sample ID:	GW-051905-BF-058	GW-052005-BF-063	GW-052005-BF-065	GW-051905-BF-052	GW-051905-BF-057	GW-051905-BF-050	GW-051905-BF-050
Sample Date:	5/18/2005	5/18/2005	5/18/2005	5/18/2005	5/18/2005	5/18/2005	5/18/2005
	CA 750 Sampling Event - May 05	CA 750 Sampling Event - May 05	CA 750 Sampling Event - May 05	CA 750 Sampling Event - May 05	CA 750 Sampling Event - May 05	CA 750 Sampling Event - May 05	CA 750 Sampling Event - May 05
Units							
1,1,1-Trichloroethane	22	1.0 U	1.0 U	34	1.1	45	2.0 U
1,1,2,2-Tetrachloroethane	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
1,1,2-Trichloroethane	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
1,1-Dichloroethane	0.97	1.0 U	1.0 U	4.4	1.8	16	1.0 U
1,1-Dichloroethene	3.7	1.0 U	1.0 U	0.84	0.97	1.0 U	1.0 U
1,2,4-Trichlorobenzene	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
1,2-Dibromo-3-chloropropane (DBCP)	2.0 U	2.0 U	2.0 U	3.3 U	2.0 U	4.0 U	2.0 U
1,2-Dibromomethane (Ethylene Dibromide)	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
1,2-Dichlorobenzene	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
1,2-Dichloroethane	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
1,2-Dichloropropane	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
1,3-Dichlorobenzene	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
1,4-Dichlorobenzene	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
2-Butanone (Methyl Ethyl Ketone)	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
2-Heptanone	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
4-Methyl-2-Pentanone (Methyl Isobutyl Ketone)	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Acetone	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Benzene	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Bromodichloromethane	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Bromoform	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Bromoethane (Methyl Bromide)	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Carbon disulfide	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Carbon tetrachloride	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Chlorobenzene	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Chloroethane	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Chloroform (Trichloromethane)	0.42	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Chloromethane (Methyl Chloride)	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
cis-1,2-Dichloroethene	0.27	1.0 U	1.0 U	6.5	1.0 U	2.0 U	2.0 U
cis-1,3-Dichloropropene	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Cyclohexane	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Dibromochloromethane	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Dichlorodifluoromethane (CFC-12)	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Ethylbenzene	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Isopropylbenzene	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Methyl acetate	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Methyl cyclohexane	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Methyl Tert Butyl Ether	5.0 U	5.0 U	5.0 U	8.4 U	5.0 U	10.0 U	10.0 U
Methylene chloride	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Styrene	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Tetrachloroethene	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Toluene	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
trans-1,2-Dichloroethene	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
trans-1,3-Dichloropropene	1.0 U	1.0 U	1.0 U	0.70	1.0 U	2.0 U	2.0 U
Trichloroethene	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Trichlorofluoromethane (CFC-11)	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Trifluoroethoxyethane (Freon 113)	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Vinyl chloride	1.0 U	1.0 U	1.0 U	1.7 U	1.0 U	2.0 U	2.0 U
Xylene (total)	2.0 U	2.0 U	2.0 U	3.3 U	2.0 U	4.0 U	4.0 U
Mercury							
Nickel							

Notes:
 U - Not detected above provided detection limit
 J - Numerical value is an estimated quantity

TABLE 1
 SUPPLEMENTAL CA 750 GROUNDWATER SAMPLE ANALYTICAL RESULTS
 13000 ECKLES ROAD SITE
 LIVONIA, MICHIGAN

Area of Interest:	Area 01	Area 01	Area 01	Area 01	General
Sample Location:	HA-14	HA-14	HA-15	MW-27	MW-S-8D
Sample ID:	GW-081205-DCR-059	GW-081205-DCR-060	GW-081205-DCR-061	GW-081205-DCR-058	GW-081205-DCR-062
Sample Date:	8/12/2005	8/12/2005	8/12/2005	8/12/2005	8/12/2005
Matrix:	WG	WG	WG	WG	WG
Metals	Duplicate				
Nickel	2,400	130	134	29.6	20.1
Units	mg/L	mg/L	mg/L	mg/L	mg/L

TABLE 1

SUPPLEMENTAL CA 750 GROUNDWATER SAMPLE ANALYTICAL RESULTS
13000 ECKLES ROAD SITE
LIVONIA, MICHIGAN

Area of Interest:	Area 01	Area 01	Area 01	Area 01	Area 01	Area 01
Sample Location:	HA-14	HA-14	HA-14	HA-14	HA-15	HA-15
Sample ID:	GW-092505-DCR-100	GW-102205-DCR-122	GW-112705-DCR-126	GW-112705-DCR-127	GW-092505-DCR-102	GW-102205-DCR-124
Sample Date:	9/25/2005	10/22/2005	11/27/2005	11/27/2005	9/25/2005	10/22/2005
Sample Matrix:	WG	WG	WG	WG	WG	WG
Metals				Duplicate		
Nickel	2400	146J	127	104	68.1J	22.9

SUPPLEMENTAL CA 750 GROUNDWATER SAMPLE ANALYTICAL RESULTS
13000 ECKLES ROAD SITE
LIVONIA, MICHIGAN

Area of Interest:	Area 01	Area 01	Area 01	Area 01	Area 01	Area 01
Sample Location:	HA-15	MW-27	MW-27	MW-27	MW-S-8D	MW-S-8D
Sample ID:	GW-112705-DCR-129	GW-092505-DCR-101	GW-102205-DCR-123	GW-112705-DCR-128	GW-092505-DCR-103	GW-102205-DCR-125
Sample Date:	11/27/2005	9/25/2005	10/22/2005	11/27/2005	9/25/2005	10/22/2005
Sample Matrix:	WG	WG	WG	WG	WG	WG

Metals Units
Nickel mg/L

58.3	21.6 J	14.9	9.4	1.4 J	79.8	19.0
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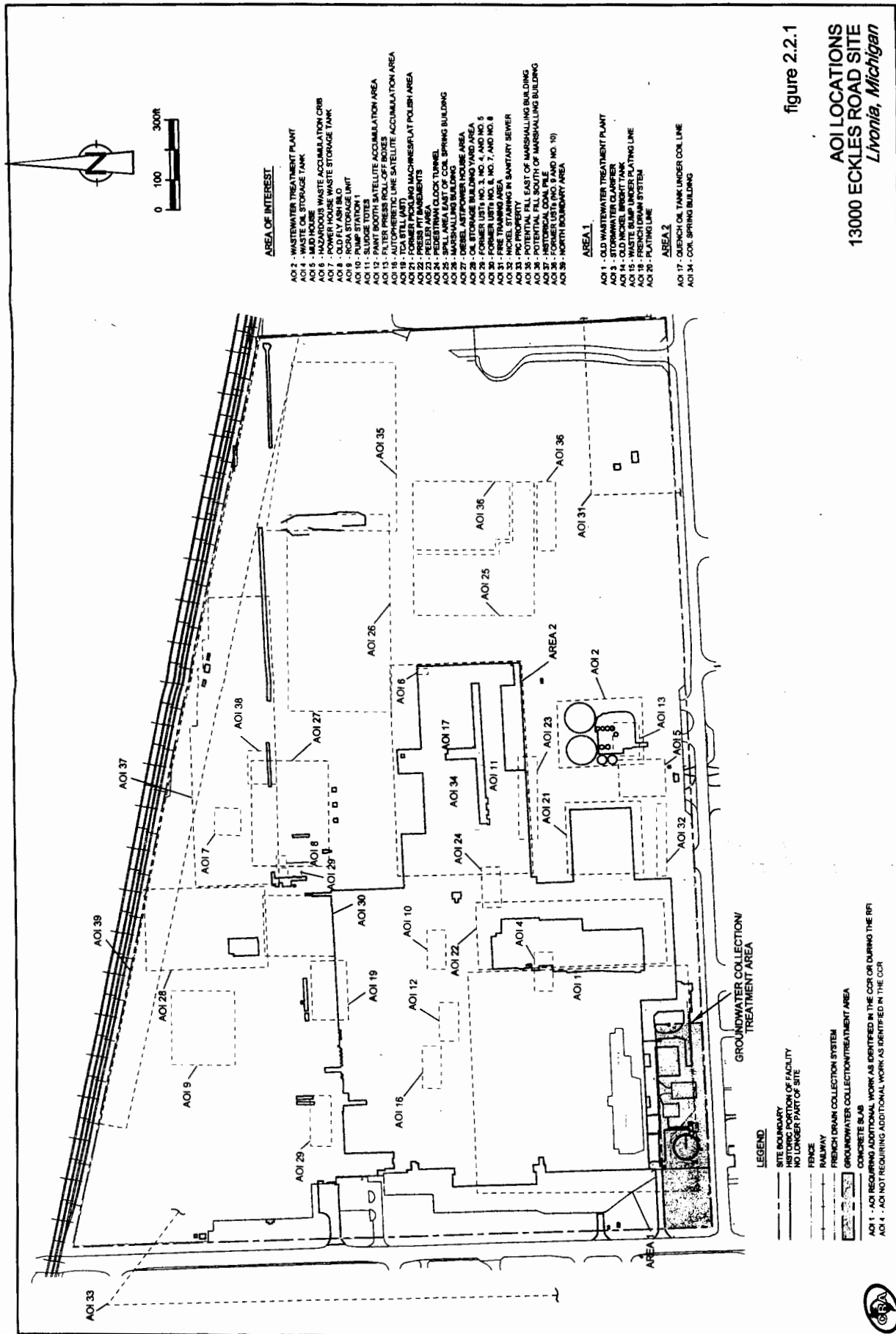


figure 2.2.1

AOI LOCATIONS
13000 ECKLES ROAD SITE
Livonia, Michigan

AREA OF INTEREST

- AOI 2 - WASTEWATER TREATMENT PLANT
- AOI 3 - WASTE STORAGE TANK
- AOI 4 - MID HOUSE
- AOI 6 - HAZARDOUS WASTE ACCUMULATION CRIB
- AOI 7 - POWER HOUSE WASTE STORAGE TANK
- AOI 8 - OLD WASTE STORAGE TANK
- AOI 9 - OLD WASTE STORAGE TANK
- AOI 10 - PUMP STATION 1
- AOI 11 - SLUDGE TOTES
- AOI 12 - PAINT BOOTH BATELITE ACCUMULATION AREA
- AOI 13 - PAINT BOOTH BATELITE ACCUMULATION AREA
- AOI 14 - TCA (STILL PART)
- AOI 15 - AUTOPHRETIC LINE SATELLITE ACCUMULATION AREA
- AOI 16 - FORMER POOLING MACHINES/PLAT POLISH AREA
- AOI 17 - PEELER AREA
- AOI 18 - PEELER AREA
- AOI 19 - PEELER AREA
- AOI 20 - PEELER AREA
- AOI 21 - PEELER AREA
- AOI 22 - PEELER AREA
- AOI 23 - PEELER AREA
- AOI 24 - PEDESTRIAN CLOCK TOWER
- AOI 25 - PEDESTRIAN CLOCK TOWER
- AOI 26 - PEDESTRIAN CLOCK TOWER
- AOI 27 - DIESEL AST/POWER HOUSE BUILDING
- AOI 28 - DIESEL AST/POWER HOUSE AREA
- AOI 29 - OIL STORAGE BUILDING YARD AREA
- AOI 30 - FORMER LUST# NO. 3, NO. 4, AND NO. 5
- AOI 31 - FORMER LUST# NO. 6, NO. 7, AND NO. 8
- AOI 32 - FIRE TRAINING AREA
- AOI 33 - NICKEL STAMPING IN SANITARY SEWER
- AOI 34 - POTENTIAL FULL SOUTH OF MARSHALLING BUILDING
- AOI 35 - POTENTIAL FULL SOUTH OF MARSHALLING BUILDING
- AOI 36 - HISTORICAL COAL PILE
- AOI 37 - FORMER LUST# (NO. 9 AND NO. 10)
- AOI 38 - NORTH BOUNDARY AREA

AREA 1

- AOI 1 - OLD WASTEWATER TREATMENT PLANT
- AOI 3 - STORMWATER CLARIFIER
- AOI 4 - OLD WASTE STORAGE TANK
- AOI 15 - FRENCH DRAIN SYSTEM
- AOI 20 - PLATING LINE

AREA 2

- AOI 17 - GUYENNA OIL TANK UNDER COOL LINE
- AOI 34 - COIL SPRING BUILDING

LEGEND

- SITE BOUNDARY
- - - HISTORIC PORTION OF FACILITY
- - - NO LONGER PART OF SITE
- FENCE
- RAILWAY
- FRENCH DRAIN COLLECTION SYSTEM
- GROUNDWATER COLLECTION/TREATMENT AREA
- CONCRETE SLAB
- AOI 1 - AOI REQUIRING ADDITIONAL WORK AS IDENTIFIED IN THE CCR DURING THE RFI
- AOI 4 - AOI NOT REQUIRING ADDITIONAL WORK AS IDENTIFIED IN THE CCR



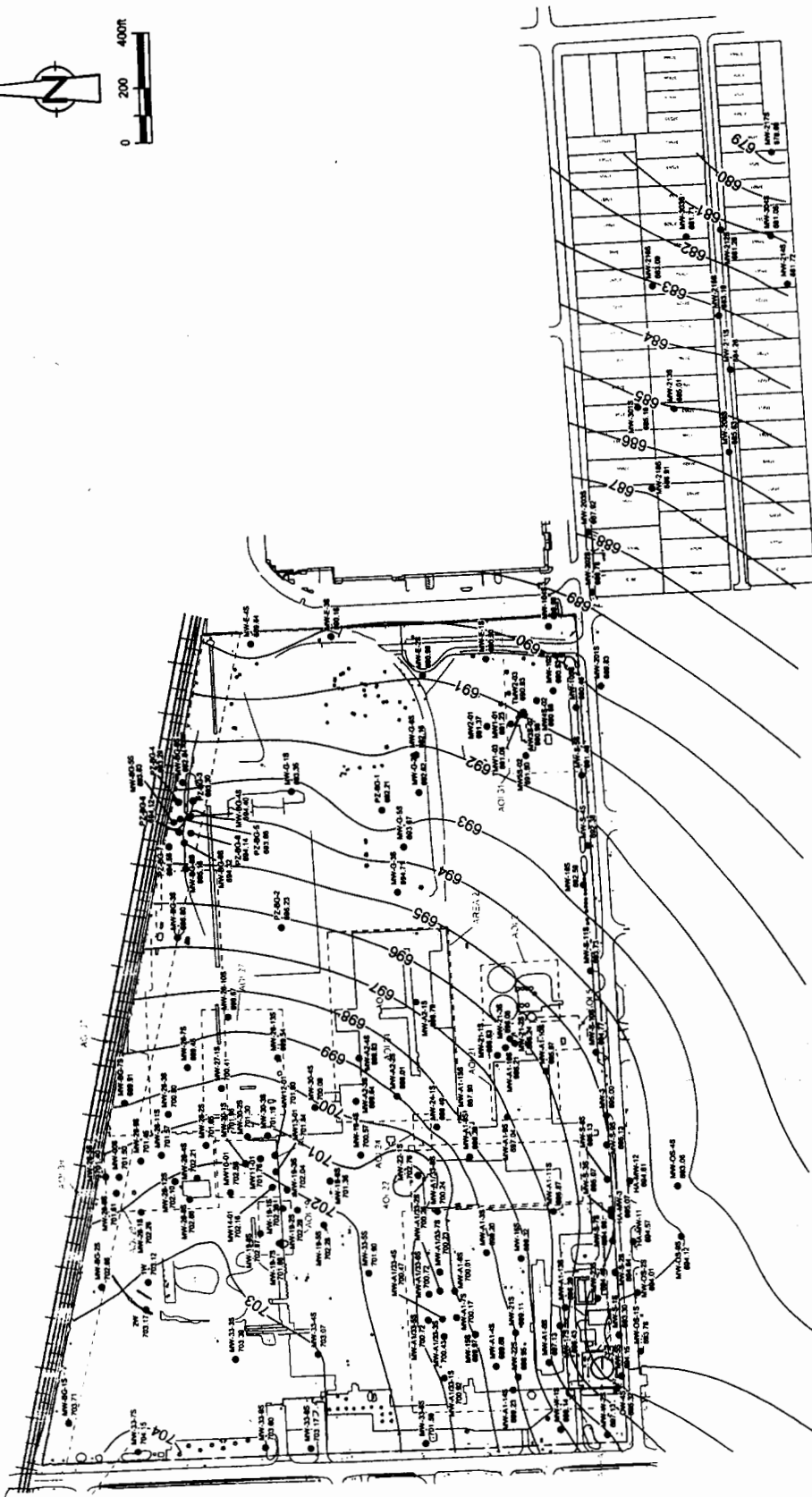
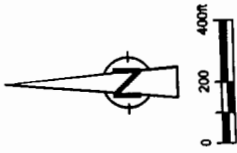


figure 3.1
 GROUNDWATER CONTOURS - SHALLOW WELLS
 MARCH 9, 2004
 13000 ECKLES ROAD SITE
 Livonia, Michigan

- LEGEND
- SITE BOUNDARY
 - MW-15 SHALLOW MONITORING WELL WITH GROUNDWATER ELEVATION - 3/9/2004
 - MW-14 SHALLOW MONITORING WELL WITH GROUNDWATER ELEVATION - 3/9/2004
 - 692 — GROUNDWATER CONTOUR



12607-64(04)53N-DE022 APR 27/2005

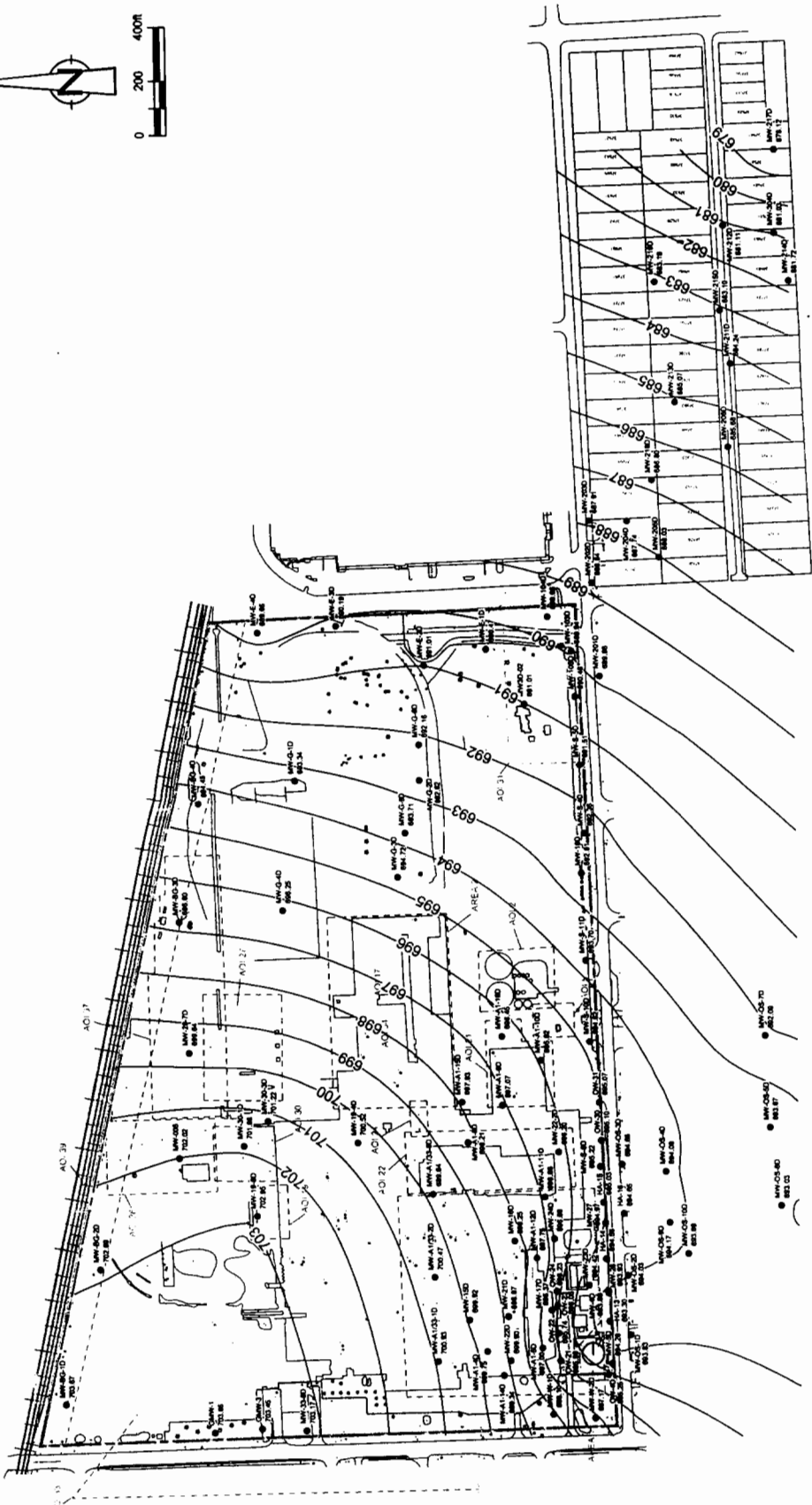
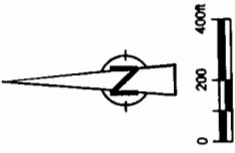


figure 3.2
GROUNDWATER CONTOURS - DEEP WELLS
MARCH 9, 2004
13000 ECKLES ROAD SITE
Livonia, Michigan

- LEGEND**
- SITE BOUNDARY
 - MW-05-10
● MW-05-11 DEEP MONITORING WELL WITH GROUNDWATER ELEVATION - 3/9/2004
 - 692 — GROUNDWATER CONTOUR



12807-64(04)GN-DE023 APR. 27/2005

CASE NAME: General Motors Corporation
DOCKET NO: RCRA-05-2007-0008

CERTIFICATE OF SERVICE

I hereby certify that today I filed the original of this **Administrative Order on Consent** and this **Certificate of Service** in the office of the Regional Hearing Clerk (E-13J), United States Environmental Protection Agency, Region V, 77 W. Jackson Boulevard, Chicago, IL 60604-3590.

I further certify that I then caused a true and correct copy of the filed document to be mailed on the date below, via Certified Mail, Return Receipt Requested to:

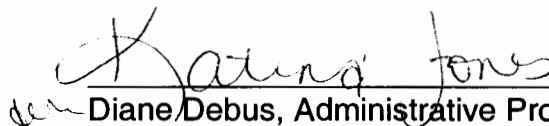
Kim D. Tucker-Billingslea
Worldwide Facilities Group Remediation Team
Pontiac Centerpoint Campus
2000 Centerpoint Parkway
MC 483-520-190
Pontiac, MI 48341-3147

Certified Mail Receipt # **7001 0320 0006 1458 5596**

And Via 1st Class Mail to:

Rich Conforti
MDEQ
525 W. Allegan Street
Lansing, MI 48933-1502

Dated: May 23, 2007



Diane Debus, Administrative Program Asst.
United States Environmental Protection Agency,
Region V
Waste, Pesticides and Toxics Division
77 W. Jackson Blvd., DW-8J
Chicago, IL 60604-3590
(312) 353-0616

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