



## CITY OF GROSSE POINTE WOODS

### MEMORANDUM

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**Date:** July 9, 2022

**To:** Mayor and Council

**From:** Frank Schulte, City Administrator *F.S.*

**Subject:** DPW Underground Fuel Tanks - Declaration of Restrictive Covenant for a Restricted Non Residential Corrective Action

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In July 2018, the city was informed that the old underground gasoline and diesel storage tanks had a fuel release at the Department of Public Works yard.

The city was provided insurance coverage for the removal of the fuel tanks and surrounding ground pollutants by the *Michigan Underground Storage Tank Authority*.

*Groundwater & Environmental Services, Inc. (GES)* was hired by the city to perform subsurface investigation to determine if the soil and groundwater was impacted in the area of the underground fuel tanks. In September 2019, *GES* submitted their findings to *Environment, Great Lakes, and Energy (EGLE)*. In December 2019, *EGLE* concluded that additional testing outside the underground gasoline and diesel storage tank area was required before the report could be finalized. The additional testing has been completed and the final report was provided to *EGLE* and has been approved.

The final phase is the execution of the attached *Declaration of Restrictive Covenant for a Restricted Non Residential Corrective Action (Restrictive Covenant)*. On the Certificate of Survey (pg. 9) of *Restrictive Covenant* it outlines the areas that are restricted for future use: one-family detached dwelling, mixed occupancy, parish home, public school, private elementary school, intermediate school, high school, and continuing care retirement community.

The City Attorney and City Building Official have reviewed and approved the Restrictive Covenant, which does not affect any current use of the Department of Public Works yard.

I recommend that City Council approve and give the Mayor the authority to sign the *Declaration of Restrictive Covenant for a Restricted Non Residential Corrective Action*. Once the *Restrictive Covenant is executed*, *GES* will have the document recorded with the Wayne County Register of Deeds.

Attachment

**DECLARATION OF RESTRICTIVE COVENANT  
FOR A RESTRICTED NONRESIDENTIAL CORRECTIVE ACTION**

EGLE Reference No: **RC-RRD-213-22-043**

This Declaration of Restrictive Covenant (Restrictive Covenant) has been recorded with the **Wayne** County Register of Deeds to protect public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to regulated substances present at the Property located at **1200 Parkway Drive, Grosse Pointe Woods 48236, Wayne County, Michigan** and legally described in the attached **Exhibit 1 (Legal Description of the Property)**. **Exhibit 2 (Survey of Property and Limits of Land or Resource Use Restrictions)** provides a survey of the Property that depicts the area or areas subject to restriction and contains additional legal descriptions that distinguish those portions of the Property that are subject to the land or resource use restrictions specified in this Restrictive Covenant.

The Property is associated with **CITY OF GROSSE POINTE WOODS - Department of Public Works, Facility ID 00008778** for which a **Closure Report (CR)** was completed under Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.21301 *et seq.* Corrective actions that were implemented to address environmental contamination are fully described in the **CR**. A copy of the **CR** is available from the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Remediation and Redevelopment Division (RRD) District Office.

The Property described contains regulated substances in excess of the concentrations developed as the unrestricted residential cleanup criteria under Section 21304a(2) and site-specific target levels developed for the Property under the risk-based corrective action (RBCA) Tier II evaluation of the NREPA. EGLE recommends that prospective purchasers or users of this Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 21304c of the NREPA.

Part 213 requires the recording of this Restrictive Covenant with the **Wayne** County Register of Deeds based upon the corrective action measures for the site to: 1) restrict unacceptable exposures to regulated substances located on the Property; 2) assure that the use of the Property is consistent with the exposure assumptions used to develop cleanup criteria under Section 21304a(2) of the NREPA; 3) assure the exposure control measures relied upon in the **CR** are effective and 4) to prevent damage or disturbance of any element of the corrective action constructed on the Property.

The restrictions contained in this Restrictive Covenant are based upon information available at the time the corrective action was implemented by the **CITY OF GROSSE POINTE WOODS**. Failure of the corrective action to achieve and maintain the cleanup criteria, exposure controls, and requirements specified in the **CR**; future changes in the environmental condition of the

Property; changes in the cleanup criteria developed under Section 21304a(2) of the NREPA; the discovery of environmental conditions at the Property that were not accounted for in the CR; or use of the Property in a manner inconsistent with the restrictions described herein may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment. The adequacy of the corrective action undertaken pursuant to the CR may not have been reviewed by the EGLE.

#### Definitions

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

“EGLE” means the Michigan Department of Environment, Great Lakes, and Energy, its successor entities, and those persons or entities acting on its behalf.

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

“Property” means the real property as described in **Exhibit 1 (Legal Description of the Property)** of this Restrictive Covenant.

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

#### Summary of Environmental Conditions and Corrective Action.

Regulated substances including benzene, toluene, ethylbenzene, xylenes, methyl tert-butyl ether, naphthalene, 1-methylnaphthalene, 2-methylnaphthalene, 1,2,3-trimethylbenzene, acetone, n-butylbenzene, sec-butylbenzene, t-butylbenzene, 1,1-dichloroethane, 1,2-dichloroethane, cis-1,2-dichloroethylene, di-isopropyl ether, isopropyl benzene, p-isopropyltoluene, 4-methyl-2-pentanone, n-propylbenzene, tetrachloroethylene, trichloroethylene, acenaphthene, anthracene, benzo(a)anthracene, benzo(b)fluoranthene, benzo(k)fluoranthene, benzo(g,h,i)perylene, benzo(a)pyrene, chrysene, dibenzo(a,h)anthracene, fluoranthene, fluorene, indeno(1,2,3-cd)pyrene, isophorone, phenanthrene, bis(2-ethylhexyl)phthalate, diethyl phthalate, pyrene, 2,4-dimethylphenol, and phenol have been released resulting in contamination of the Property. Soil and groundwater contamination remain present at levels that do not allow unrestricted use of the Property. Specifically, concentrations of regulated substances remain present in the groundwater in excess of the nonresidential drinking water cleanup criteria. This potential exposure risk has been addressed by preventing the use of the groundwater. In addition, concentrations of regulated substances remain in the soils at certain locations on the Property that could pose an exposure risk from direct contact with the contaminated soils and from inhalation of the regulated substances in their vapor phase. An exposure barrier barrier of asphalt (identified in Exhibit 2) exists to prevent direct contact with these contaminated soils.

Residual Light Nonaqueous-Phase Liquid (LNAPL), including **gasoline and diesel** were properly characterized using a Conceptual Site Model in accordance with American Society for Testing and Materials (ASTM) designation E 2531-06 E1, and will remain in place. The LNAPL exists below the ground surface at a depth of **approximately 1 - 4 feet**. The location of the LNAPL in the attached **Exhibit 2 (Survey of the Property and Limits of Land or Resource Use Restrictions)** describes and provides the location of the institutional control and the horizontal and vertical extent of the LNAPL is described in **Exhibit 4 (Horizontal and Vertical Extent of**

**NAPL in Relation to Property Boundaries).** The restrictions provided for in this Restrictive Covenant serve to prevent unacceptable exposure to regulated substances as a result of the conditions created by the presence of the LNAPL soil and/or groundwater contaminant concentrations that exceed the unrestricted residential criteria under Section 21304a(2) of the NREPA.

**NOW THEREFORE,**

1. Declaration of Land or Resource Use Restrictions.

**The CITY OF GROSSE POINTE WOODS, as Owner of the Property,** hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

- a. Prohibited Land Uses: The Owner shall prohibit all uses of **the Property as described in Exhibit 2 (Survey of Property and Limits of Land or Resource Use Restrictions)** that are not compatible with or are inconsistent with the assumptions and basis for the nonresidential cleanup criteria established pursuant to Section 21304a(2) of the NREPA. Uses that are compatible with nonresidential cleanup criteria are generally described in **Exhibit 3 (Description of Allowable Uses)**. At the time of recording of this Restrictive Covenant, the Grosse Pointe Woods Zoning Ordinance, as amended October 4, 2010, Article 3, Division 6 designation C.F. Community Facilities District allowed for the following residential uses that are not compatible with the nonresidential cleanup criteria and are therefore prohibited by this Restrictive Covenant: **One-family detached dwelling, mixed occupancy, parish home, public school, parochial and other private elementary school, intermediate school, high school, or continuing care retirement community.** Cleanup criteria for land-use based response activities are located in the Government Documents Section of the State of Michigan Library.
- b. Prohibited Activities to Eliminate Unacceptable Exposures to Regulated Substances. The Owner shall prohibit activities **on the Property** that may result in exposures above levels established in the CR. These prohibited activities include:

**Exposure Restriction for Use of Groundwater:**

- (i.) The construction and use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other purpose, except as provided below:
  - (a) Wells and other devices constructed for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with a release of regulated substances into the environment are permitted provided the construction of the wells or devices complies with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, or federal laws or regulations.
  - (b) Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of

existing contamination, or any other violation of local, state, and federal environmental laws and regulations.

**Direct Contact Exposure Barrier Restriction:**

- (ii.) Any excavation or other intrusive activity that could affect the integrity of the **4 to 6 inch asphalt/concrete** that serves to prevent direct contact exposure to contaminated soils at the Property. The **4 to 6 inch asphalt/concrete** barrier has a base elevation of **578.75 NAVD 88**) and is located on the Property as shown on **Exhibit 2 (Survey of Property and Limits of Land or Resource Use Restrictions)** as **Limits of Land and Resource Restrictions**. Disturbance of the barrier may be allowed during short-term construction or repair projects, or for purposes of further treating or remediating the subject contamination. Any excavation or other intrusive activity, including removing, altering, or disturbing the **4 to 6 inches of asphalt/concrete and or two feet of landscaping soil**, that could affect the integrity of the barrier, must be replaced with a cover that provides at least an equivalent degree of protection as the original barrier within 14 days of completion of the work. Repair and/or replacement of the barrier must be completed unless additional sampling is conducted that demonstrates that a barrier in the area is no longer necessary in accordance with the applicable provisions and requirements of Part 213.

**Volatilization to Indoor Air Pathway Exposure Restriction (no buildings):**

- (iii.) The construction of new structures or modifications to existing structures on the Property identified in **Exhibit 2 (Survey of Property and Limits of Land or Resource Use Restrictions)** unless such construction incorporates engineering controls designed to eliminate the potential for subsurface vapor phase regulated substances to migrate into the new structure at concentrations greater than applicable criteria; or, unless prior to construction of any structure, an evaluation of the potential for any regulated substances to volatilize into indoor air assures the protection of persons who may be present in the buildings and is in compliance with Section 21304c of the NREPA.
- c. Prohibited Activities to Ensure Effectiveness and Integrity of the Corrective Action. The Owner shall prohibit activities on the Property that may interfere with any element of the **CR**, including the performance of operation and maintenance activities, monitoring, or other measure necessary to ensure the effectiveness and integrity of the **CR**.

2. Contaminated Soil Management. The Owner shall manage all soils, media, or debris located **within the portions of the Property designated in Exhibit 2 (Survey of Property and Limits of Land or Resource Use Restrictions)** in accordance with the applicable requirements of Sections 21304b of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 USC Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

3. Access. The Owner grants to EGLE and **The CITY OF GROSSE POINTE WOODS**, and their designated representatives, the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the **CR**, including the right to take samples, inspect the operation and maintenance of the corrective action measures and inspect any records relating

to them, and to perform any actions necessary to maintain compliance with Part 213 and the **CR**. The right of access provided to **The CITY OF GROSSE POINTE WOODS** is not required under Part 213 for the corrective action to be considered approved. That provision was agreed to by the Owner at the time the Restrictive Covenant was recorded. Accordingly, EGLE will not enforce the Owner's obligation to provide access to **The CITY OF GROSSE POINTE WOODS**.

4. Conveyance of Property Interest. 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 of the **CR**, and this Restrictive Covenant and prevention of exposure to regulated substances. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest in accordance with Section 21310a(2)(c) of the NREPA.

5. Audits Pursuant to Section 21315 of the NREPA. This Restrictive Covenant is subject to audits in accordance with the provisions of Section 21315 of the NREPA, and such an audit may result in a finding by the EGLE that this Restrictive Covenant is not protective of the public health, safety, and welfare, and the environment.

6. Term of Restrictive Covenant. This Restrictive Covenant shall run with the Property and is binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant shall continue in effect until it is determined that the regulated substances no longer present an unacceptable risk to the public health, safety, or welfare, or the environment. Improper modification or rescission of any restriction necessary to prevent unacceptable exposure to regulated substances may result in the need to perform additional corrective actions by those parties responsible for performing corrective action at the Property or to comply with Section 21304c of the NREPA.

7. Enforcement of Restrictive Covenant. The State of Michigan, through EGLE, and **The CITY OF GROSSE POINTE WOODS** may each enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction

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

9. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner or has the express written permission of the Owner, and represents and certifies that he or she is duly authorized and has been empowered to execute and record this Restrictive Covenant.

IN WITNESS WHEREOF, the **CITY OF GROSSE POINTE WOODS** the current and legal Owner of the Property, has caused this Restrictive Covenant, **RC-RRD-213-22-043**, to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

I authorize Groundwater & Environmental Services, Inc. to file this Declaration of Restrictive Covenant with the Wayne County Register of Deeds for recording.

**CITY OF GROSSE POINTE WOODS**

By:

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Print or Type Name

Its: Mayor \_\_\_\_\_  
Title

STATE OF Michigan

COUNTY OF Wayne

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_  
(date)  
\_\_\_\_\_ of **CITY OF GROSSE POINTE WOODS**,  
(name of agent, title of agent)  
a Michigan limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public Signature (provide stamp below)

Prepared by:  
Paul Smoter, PG

When recorded return to:  
Paul Smoter  
Groundwater & Environmental Services, Inc.  
55820 Grand River Avenue, Suite 275  
New Hudson, Michigan 48165

**EXHIBIT 1**

**LEGAL DESCRIPTION OF PROPERTY**

**1200 PARKWAY DRIVE, GROSSE POINTE WOODS,  
DEPARTMENT OF PUBLIC WORKS COMPLEX, MICHIGAN**

**PARCEL ID NUMBER(s): 001 99 0003 701**

A PARCEL OF LAND BEING PART OF PRIVATE CLAIM 656 AND 224, CITY OF GROSSE POINTE WOODS, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID PRIVATE CLAIM 224 AND THE NORTH LINE OF "EDWARD J. RUSSELL'S SUB. NO. 2", PART OF PRIVATE CLAIM 224, CITY OF GROSSE POINTE WOODS, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 85 OF PLATS ON PAGE 28 OF WAYNE COUNTY RECORDS; THENCE NORTH 23 DEGREES 23 MINUTES 22 SECONDS EAST 60.26 FEET ALONG SAID EAST LINE, SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF MARGER ROAD (60 FEET WIDE) TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 23 DEGREES 23 MINUTES 22 SECONDS EAST 253.10 FEET (RECORDED AS 253.27 FEET) ALONG SAID EAST CLAIM LINE AND SAID EAST RIGHT OF WAY LINE; THENCE NORTH 22 DEGREES 05 MINUTES 38 SECONDS EAST (RECORDED AS NORTH 22 DEGREES 09 MINUTES 30 SECONDS EAST) 399.07 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE NORTH 88 DEGREES 50 MINUTES 46 SECONDS EAST 502.22 FEET (RECORDED AS NORTH 89 DEGREES 00 MINUTES 39 SECONDS EAST 503.15 FEET); THENCE SOUTH 72 DEGREES 05 MINUTES 36 SECONDS EAST (RECORDED AS SOUTH 72 DEGREES 01 MINUTE 44 SECONDS EAST) 46.89 FEET; THENCE SOUTH 47 DEGREES 32 MINUTES 12 SECONDS WEST 450.35 FEET (RECORDED AS SOUTH 47 DEGREES 42 MINUTES 02 SECONDS WEST 450.46 FEET); THENCE SOUTH 20 DEGREES 22 MINUTES 15 SECONDS WEST 82.33 FEET; THENCE SOUTH 02 DEGREES 40 MINUTES 44 SECONDS WEST 62.28 FEET; THENCE SOUTH 22 DEGREES 09 MINUTES 30 SECONDS WEST 41.95 FEET; THENCE SOUTH 23 DEGREES 19 MINUTES 20 SECONDS WEST 239.41 FEET (RECORDED AS SOUTH 23 DEGREES 23 MINUTES 22 SECONDS WEST 239.47 FEET) TO A POINT ON THE NORTH RIGHT OF WAY LINE OF PARKWAY DRIVE (60 FEET WIDE); THENCE NORTH 72 DEGREES 06 MINUTES 39 SECONDS WEST (RECORDED AS NORTH 72 DEGREES 02 MINUTES 47 SECONDS WEST) 339.74 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING. CONTAINING 6.08 ACRES OF LAND MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OR RIGHT OF WAYS OF RECORD IF ANY.



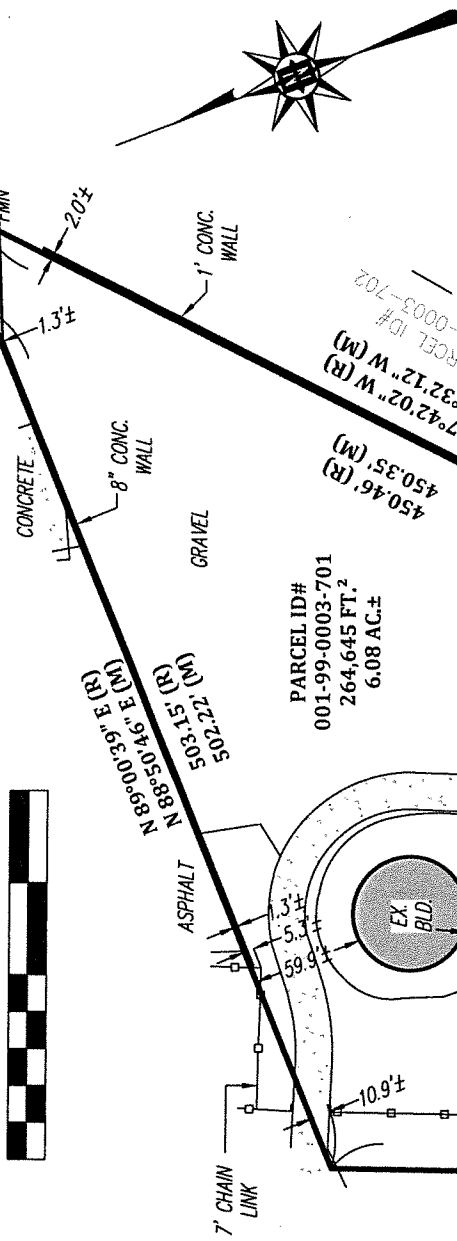
**EXHIBIT 2**

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

# CERTIFICATE OF SURVEY



46.89' R&M  
S 72°01'44" E (R)  
S 72°05'36" E (M)



PARCEL ID#  
001-99-0003-701  
264,645 FT.<sup>2</sup>  
6.08 AC.±

450.46' (R)  
450.35' (M)  
S 47°42'02" W (R)  
S 47°32'12" W (M)  
PARCEL ID#  
001-99-0003-702

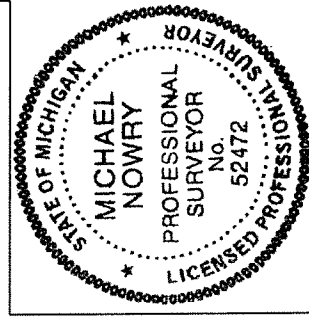
N 22°09'30" E (R)  
N 22°05'38" E (M)

### LEGEND

- FOUND MONUMENTATION
- SET MONUMENTATION
- RECORD MEAS.
- FIELD MEAS.
- PROPERTY LINE
- - - RESTRICTIVE COVENANT
- ▬ PARCEL LINE
- ▬ FENCE LINE
- ▬ FOUND IRON PIPE
- ▬ FOUND MAG. NAIL
- ▬ SET CAPPED IRON
- ▬ RIGHT OF WAY
- POINT OF BEGIN
- POINT OF COMMENCE
- FIP
- FMN
- SCI
- ROW
- POB
- POC

LINE	BEARING	DISTANCE
L1	N 23°19'20" E	116.17
L2	N 66°44'35" W	87.12
L3	N 23°13'33" E	120.70
L4	N 14°47'40" W	45.20
L5	N 33°36'19" E	61.00
L6	S 75°21'01" E	40.00
L7	S 02°40'44" W	62.28
L8	S 22°09'30" W	41.95
L9	S 23°19'20" W	123.24

**LEGAL DESCRIPTION**  
SEE PAGE 2 OF 2



**BENCHMARK:**  
THE RIM OF A WATER MANHOLE LOCATED 145.4 FEET EAST AND 68.7 FEET NORTH OF THE SOUTHWESTERLY PROPERTY CORNER.

ELEVATION = 578.75 NAVD88

I, Michael J. Nowry, a Professional Surveyor in the State of Michigan do hereby certify that the parcel of land described and delineated hereon has been surveyed under my supervision, that the plat hereon is a true representation of the survey as performed, that the error of closure is no greater than 1 in 5000 and that I have fully complied with the requirements of Section 3, Public Act 132 of 1970.

*Michael J. Nowry*  
Michael J. Nowry Professional Surveyor # 52472

**Nowry & Hale**  
**Land Surveying LLC**  
192 N. Main St., Suite D, Plymouth, MI, 48170  
Office: (734)446-3501 Email: nowryhale@yahoo.com

PRIVATE:	Claim # 224 & 656	DATE:	11/15/21	CLIENT:	
TN./RGE.:	N/A	PROJ. #:	021-144	GES - Paul Smoler	
CITY/TWP:	Grosse Pte. Woods	DWG. BY:	VP/JCP	56820 Grand River Ave., Suite 275	
COUNTY:	Wayne			New Hudson, MI 48165	
					PAGE # 1 OF 2

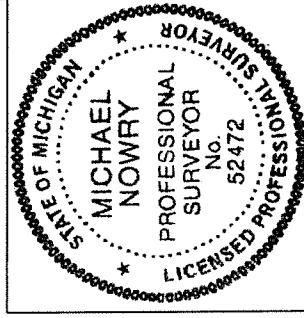
# LEGAL DESCRIPTIONS

PARCEL ID# 001-99-0003-701

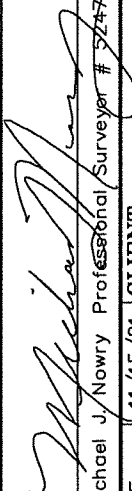
A PARCEL OF LAND BEING PART OF PRIVATE CLAIM 656 AND 224, CITY OF GROSSE POINTE WOODS, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID PRIVATE CLAIM 224 AND THE NORTH LINE OF "EDWARD J. RUSSELL'S SUB. NO. 2", PART OF PRIVATE CLAIM 224, CITY OF GROSSE POINTE WOODS, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 85 OF PLATS ON PAGE 28 OF WAYNE COUNTY RECORDS; THENCE NORTH 23 DEGREES 23 MINUTES 22 SECONDS EAST 60.26 FEET ALONG SAID EAST LINE, SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF MARTER ROAD (60 FEET WIDE) TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 23 DEGREES 23 MINUTES 22 SECONDS EAST 253.10 FEET (RECORDED AS 253.27 FEET) ALONG SAID EAST CLAIM LINE AND SAID EAST RIGHT OF WAY LINE; THENCE NORTH 22 DEGREES 05 MINUTES 38 SECONDS EAST (RECORDED AS NORTH 22 DEGREES 09 MINUTES 30 SECONDS EAST) 399.07 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE NORTH 88 DEGREES 50 MINUTES 46 SECONDS EAST 502.22 FEET (RECORDED AS NORTH 89 DEGREES 00 MINUTES 39 SECONDS EAST 503.15 FEET); THENCE SOUTH 72 DEGREES 05 MINUTES 36 SECONDS EAST (RECORDED AS SOUTH 72 DEGREES 01 MINUTE 44 SECONDS EAST) 46.89 FEET; THENCE SOUTH 47 DEGREES 32 MINUTES 12 SECONDS WEST 450.35 FEET (RECORDED AS SOUTH 47 DEGREES 42 MINUTES 02 SECONDS WEST 450.46 FEET); THENCE SOUTH 20 DEGREES 22 MINUTES 15 SECONDS WEST 82.33 FEET; THENCE SOUTH 02 DEGREES 40 MINUTES 44 SECONDS WEST 62.28 FEET; THENCE SOUTH 22 DEGREES 09 MINUTES 30 SECONDS WEST 41.95 FEET; THENCE SOUTH 23 DEGREES 19 MINUTES 20 SECONDS WEST 239.41 FEET (RECORDED AS SOUTH 23 DEGREES 23 MINUTES 22 SECONDS WEST 239.47 FEET) TO A POINT ON THE NORTH RIGHT OF WAY LINE OF PARKWAY DRIVE (60 FEET WIDE); THENCE NORTH 72 DEGREES 06 MINUTES 39 SECONDS WEST (RECORDED AS NORTH 72 DEGREES 02 MINUTES 47 SECONDS WEST) 339.74 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING. CONTAINING 6.08 ACRES OF LAND MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OR RIGHT OF WAYS OF RECORD IF ANY.


## LIMITS OF LAND AND RESOURCE USE RESTRICTIONS

A PARCEL OF LAND BEING PART OF PRIVATE CLAIM 656 AND 224, CITY OF GROSSE POINTE WOODS, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID PRIVATE CLAIM 224 AND THE NORTH LINE OF "EDWARD J. RUSSELL'S SUB. NO. 2", PART OF PRIVATE CLAIM 224, CITY OF GROSSE POINTE WOODS, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 85 OF PLATS ON PAGE 28 OF WAYNE COUNTY RECORDS; THENCE NORTH 23 DEGREES 23 MINUTES 22 SECONDS EAST 60.26 FEET ALONG SAID EAST LINE, SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF MARTER ROAD (60 FEET WIDE) TO A POINT ON THE NORTH RIGHT OF WAY LINE OF PARKWAY DRIVE (60 FEET WIDE); THENCE SOUTH 72 DEGREES 06 MINUTES 39 SECONDS EAST 339.74 FEET ALONG SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 23 DEGREES 19 MINUTES 20 SECONDS WEST 116.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 66 DEGREES 44 MINUTES 35 SECONDS WEST 87.12 FEET; THENCE NORTH 23 DEGREES 13 MINUTES 33 SECONDS EAST 120.70 FEET; THENCE NORTH 14 DEGREES 47 MINUTES 40 SECONDS WEST 45.20 FEET; THENCE NORTH 33 DEGREES 36 MINUTES 19 SECONDS EAST 61.00 FEET; THENCE SOUTH 75 DEGREES 21 MINUTES 01 SECOND EAST 40.00 FEET; THENCE SOUTH 02 DEGREES 40 MINUTES 44 SECONDS WEST 62.28 FEET; THENCE SOUTH 22 DEGREES 09 MINUTES 30 SECONDS WEST 41.95; THENCE SOUTH 23 DEGREES 19 MINUTES 20 SECONDS WEST 123.24 FEET TO THE POINT OF BEGINNING.



I, Michael J. Nowry, a Professional Surveyor in the State of Michigan do hereby Certify that the parcel of land described and delineated hereon has been surveyed under my supervision, that the plat hereon is a true representation of the survey as performed, that the error of closure is no greater than 1 in 5000 and that I have fully complied with the requirements of Section 3, Public Act 132 of 1970.

  
 Michael J. Nowry Professional Surveyor # 52472



**Nowry & Hale  
Land Surveying LLC**  
 192 N. Main St., Suite D, Plymouth, MI, 48170  
 Office: (248)46-5501 Email: nowryhale@yahoo.com

PRIVATE:	Claim # 224 & 656	DATE:	11/15/21	CLIENT:	
TN./RGE.:	N/A	PROJ. #:	021-144	GES - Paul Smoler	
CITY/TWP:	Grosse Pte. Woods	DWG. BY:	VP/JCP	55820 Grand River Ave., Suite 275	
COUNTY:	Wayne	1 INCH = 100 FEET		New Hudson, MI 48165	
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## EXHIBIT 3

### DESCRIPTION OF ALLOWABLE USES

**Nonresidential Land Use:** The nonresidential criteria are applicable to industrial, commercial, office or retail nonresidential land use categories with potential exposure to adult workers during a business day and potential intermittent exposures of adults and children who are customers, patrons, or visitors to the establishments during a portion of the business day. Industrial uses typically involve manufacturing operations engaged in processing and manufacturing of materials or products. Other examples of industrial uses are utility companies, industrial research and development, and petroleum bulk storage. Commercial uses include any business or income-producing use such as commercial warehouses, lumber yards, retail gas stations, auto dealerships and service stations, as well as office buildings, banks, and medical or dental offices (not including hospitals). Commercial uses also include retail businesses whose principal activity is the sale of food or merchandise within an enclosed building and personal service establishments which perform services indoors such as health clubs, barber or beauty salons, photographic studios, etc.

If the nonresidential land use allows for routine exposures to children, the land use does not satisfy the nonresidential cleanup criteria. Residential land uses do not satisfy the nonresidential cleanup criteria. Residential land use may include, but is not limited to, homes and surrounding yards, single family dwellings, multiple family structures, mobile homes, condominiums, and apartments where people live and sleep for significant periods of time. The use of any accessory building or portion of an existing building as a dwelling unit permitted for a proprietor or storekeeper and their families, located in the same building as their place of occupation, or for a watchman or caretaker is also prohibited. Any authority that allows for residential use of the Property as a legal non-conforming is also restricted per the prohibitions contained in this Restrictive Covenant.

**EXHIBIT 4**

**HORIZONTAL AND VERTICAL EXTENT OF NAPL IN RELATION TO  
PROPERTY BOUNDARIES**



- LEGEND**
- CATCH BASIN
  - NEW DISPENSER ISLANDS
  - MONITORING WELL
  - UNDERGROUND ELECTRIC LINE
  - UNDERGROUND WATER LINE
  - OVERHEAD UTILITIES
  - UNDERGROUND GAS LINE
  - FIBER OPTIC LINE
  - UNDERGROUND COMBINED SEWER LINE
  - FORMER PRODUCT PIPING
  - FORMER VENT LINES (EXACT LOCATION UNKNOWN)
  - POST EXCAVATION SOIL SAMPLE
  - SOIL BORING LOCATION
  - SOIL BORING (2020)

**Soil Sample Location Map  
with Cross-Section Location**

City of Grosse Pointe Woods  
Department of Public Works  
1200 Parkway Drive  
Grosse Pointe Woods, Michigan

Drawn  
E.V.  
Designed

Date  
11/12/21  
Figure

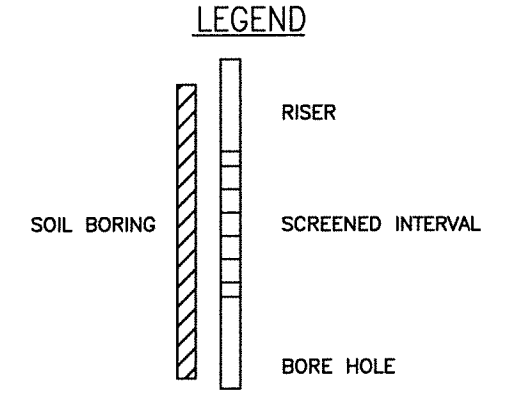
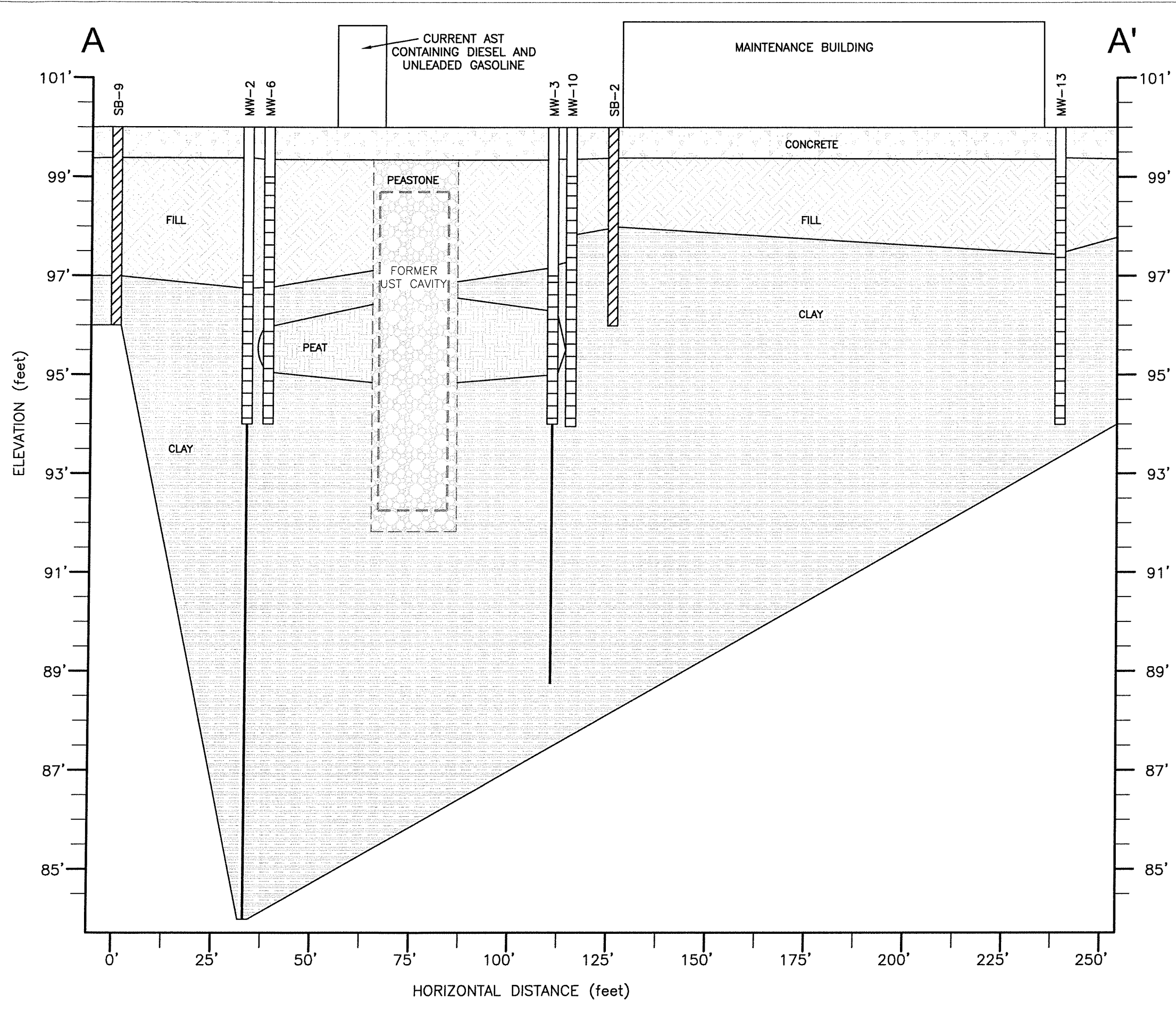
Approved

Scale In Feet  
0 (Approximate) 30

Groundwater & Environmental Services, Inc.

M:\Graphics\1700-Detroit\Misc\Grosse Pointe Woods DPW\Grosse Pointe Woods DPW SM.dwg, B-30, WShea

M:\Graphics\1700-Detroit\Misc\Gross Pointe Woods DPW\Gross Pointe Woods DPW X-sects A and B (2021).dwg, X-sect A, WShea




**Cross Section A-A'**

City of Grosse Pointe Woods  
Department of Public Works  
1200 Parkway Drive  
Grosse Pointe Woods, Michigan

Drawn W.G.S.	Date 11/15/21
Designed	Figure

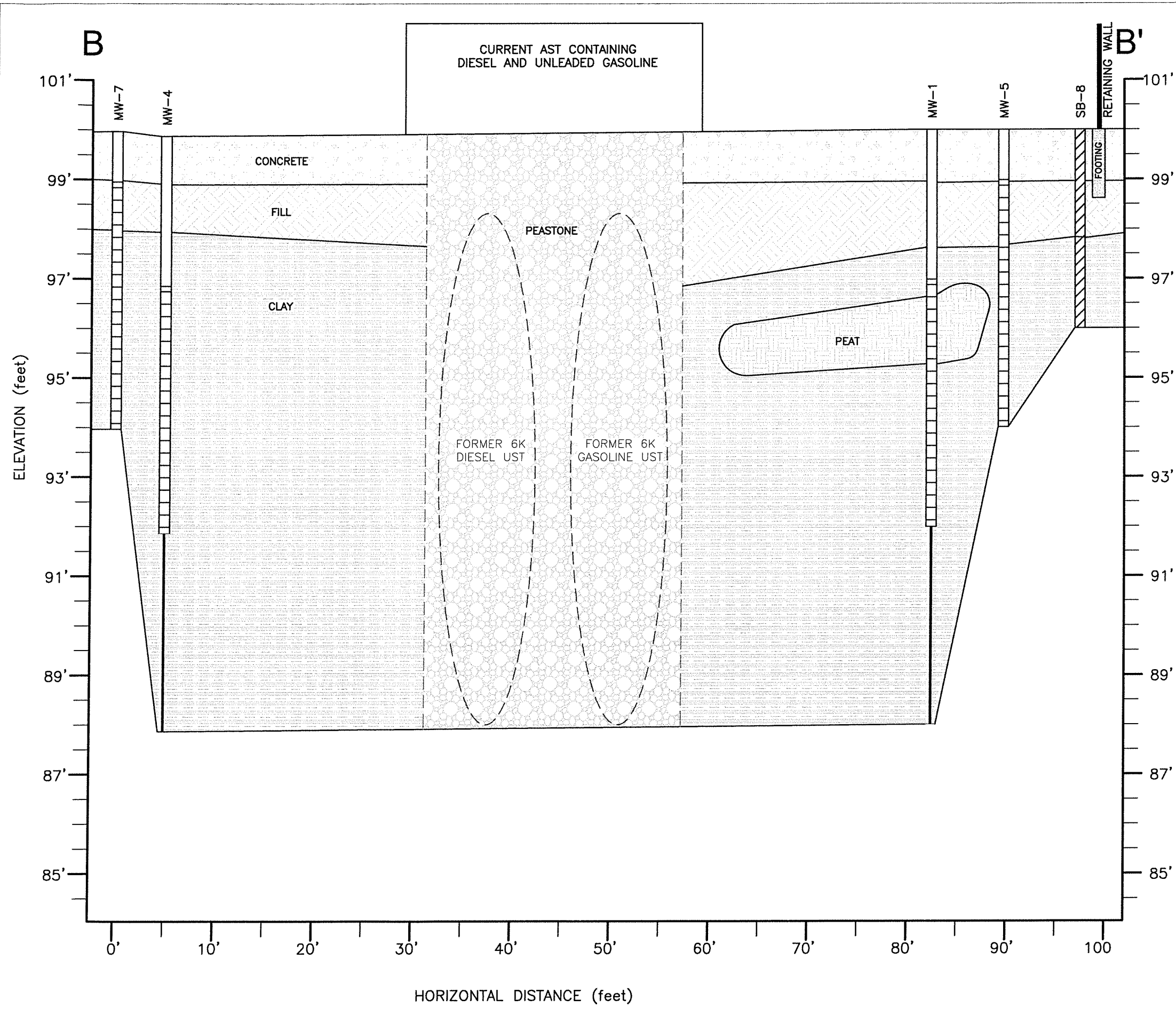
Approved


Scale as Shown



Groundwater & Environmental Services, Inc.

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<b>Cross Section B-B'</b>	
City of Grosse Pointe Woods Department of Public Works 1200 Parkway Drive Grosse Pointe Woods, Michigan	
Drawn W.G.S. Designed	Date 11/12/21 Figure
Approved	
Scale as Shown	
 <small>Groundwater &amp; Environmental Services, Inc.</small>	