

ENVIRONMENTAL DISCLOSURE AND RELEASE

The **ALLEGAN COUNTY TREASURER**, in the County of Allegan, State of Michigan, of 113 Chestnut Street, Allegan, Michigan 49010 provides this environmental disclosure to _____, of _____ (“**Visitor**”) and Visitor agrees to release the Allegan County Treasurer and Allegan County as set forth below.

Preliminary Statement

The Allegan County Treasurer acquired certain real property and improvements commonly known as 431 Helen Street located in the City of Otsego, Allegan County, Michigan, more particularly described on attached Exhibit A (the “**Property**”) through tax foreclosure. Visitor desires to access the Property for the purpose of viewing, inspecting and evaluating the Property in a non-invasive manner. The Allegan County Treasurer is willing to permit Visitor to access the Property for such purpose provided that, prior to entering the Property, Visitor agrees to release and indemnify the Allegan County Treasurer and Allegan County from all claims and legal actions related to the Property as set forth below.

Agreement

IN CONSIDERATION OF THE FACTS STATED ABOVE AND THE MUTUAL PROMISES THAT FOLLOW, THE PARTIES HEREBY AGREE:

1. License. Subject to the terms and conditions of this Environmental Disclosure and Release, the Allegan County Treasurer hereby grants to Visitor a temporary license to enter upon the Property for the purpose of viewing, inspecting and evaluating the Property in a non-invasive manner. Visitor agrees not to perform any invasive testing, drilling, or otherwise physically alter the Property. The Allegan County Treasurer shall have the right, in its discretion, to terminate this license at any time. Unless previously terminated, this license shall automatically expire on _____, 2017.

2. Status as a Facility. The Property is a *facility*. A *facility* is defined by Section 20116 of the Natural Resources and Environmental Protection Act, as amended, MCL § 324.20101 *et seq.* (the “**Act**”) as any area, place, property where a hazardous substance in excess of the concentrations that satisfy applicable cleanup criteria for unrestricted residential use has been released, deposited, disposed of, or otherwise comes to be located.

3. Nature and Extent of Hazardous Substances. The Property is currently idle and dangerous to visitors due to, among other things, building cave-ins, scattered friable asbestos debris resulting from building deterioration and scrapping operations, floor openings, pits and structural failure in multiple locations throughout the building. Hazardous substances are present in the soil and groundwater beneath the Property. Friable asbestos containing materials and universal wastes are present on the Property. The known extent of soil and groundwater contamination and asbestos containing materials and universal wastes are described in a Phase I Environmental Site Assessment (“**Phase I ESA**”) prepared by Environmental Consulting & Technology, Inc. (“**ECT**”) in 2012, an Asbestos Containing Materials & Universal Wastes Assessment (“**Asbestos Assessment**”) prepared by ECT in 2013, a Phase II Environmental Site

Assessment (“**Phase II ESA**”) prepared by ECT in 2013, and an Otsego Power Plant Asbestos Abatement Cost Evaluation (“**Asbestos Abatement Cost Evaluation**”) prepared by ECT in 2014. Copies of these assessments and evaluations are available for review at Allegan County’s office and online at <http://cms.allegancounty.org/Projects/SitePages/Home.aspx>. Visitor acknowledges having reviewed the Phase I ESA, the Asbestos Assessment, the Phase II ESA, and the Asbestos Abatement Cost Evaluation prior to entry onto the Property.

4. Due Care Obligations. Every person who owns or leases any part of the Property must comply with certain “due care obligations” specified by the Act which are intended to prevent unacceptable exposure to contamination. A Due Care Analysis Report has been prepared in accordance with Section 7(a) of the Act (the “**Due Care Plan**”) which evaluates potential health risks presented by the contamination, and describes actions that must be taken or avoided to prevent unacceptable exposure to the contamination. An Environmental Due Care Management Plan (“**Due Care Management Plan**”) has also been prepared. The Due Care Plan and Due Care Management Plan are available for review at Allegan County’s office and online at <http://cms.allegancounty.org/Projects/SitePages/Home.aspx>. Each person who owns or leases the Property should comply with the Due Care Plan and Due Care Management Plan in order to satisfy that person’s obligations under the Act. Visitor acknowledges having reviewed the Due Care Plan and the Due Care Management Plan prior to entry on to the Property.

5. Health Risks. According to the Due Care Plan and Due Care Management Plan, contamination and conditions at the Property present health risks to persons who are present on the Property. Visitor acknowledges that adverse health effects could arise from direct contact with contaminated soil or groundwater, ingestion of contaminated groundwater, inhalation of contaminated particulate material, inhalation of asbestos fibers, falling of unsound structures and damaged building materials, falling into pits or openings in the floor that may be concealed by debris or darkness. By entering the Property, Visitor assumes the risk of all such adverse health effects, and understands that Visitor is solely responsible for taking all precautions required to avoid those risks while present on the Property.

6. Level D Personal Safety Protective Equipment. At a minimum, all Visitors to the Property must wear level D personal safety protective equipment (i.e. long sleeved shirts and pants, steel toed boots, hard hat, etc). Visitor agrees that he/she shall only access the Property while wearing proper level D personal safety protective equipment.

7. Restrictive Covenants and Covenants in Deeds. The Property is subject to a Declaration of Restrictive Covenant which has been recorded at Liber 987, Page 768 and a Declaration of Restrictive Covenant which has been recorded at Liber 2393, Page 678 of the Allegan County Register of Deeds (“**Restrictive Covenants**”). Copies of the Restrictive Covenants are attached as Exhibit B. The Property is also subject to provisions set forth in a Quit Claim Deed between Rock-Tenn Company, Mill Division, Inc., as Grantor, and Cogswell Property, LLC, as Grantee, dated September 8, 2006, and recorded with the Allegan County Register of Deeds in Liber 3036, Page 463-468. A copy of the Quit Claim Deed is attached as Exhibit C.

8. Release. Effective immediately and continuing forever, Visitor on behalf of Visitor, and Visitor’s heirs, executors, administrators, personal/legal representatives, successors

and assigns, hereby fully releases and forever discharges the Allegan County Treasurer, Allegan County, and their agents, administrators, commissioners, employees, their successors and assigns (“**Allegan County Parties**”) from any and all causes of action, suits, claims and obligations, of any nature whatsoever, whether known or unknown, now existing or hereinafter arising, including, without limitation, any and all claims for personal injury, cost recovery, contribution, indemnification, reimbursement, and property damage arising out of or related to the Property including conditions at the Property or environmental contamination on, in, under, migrating beneath or emanating from the Property whether such claim or cause of action now exists or is hereafter created under common law principals or federal, state, county or municipal law, rule or regulation.

9. Indemnity. Visitor agrees to indemnify, defend and hold the Allegan County Treasurer, Allegan County and the Allegan County Parties harmless from and against any and all claims for personal injury or property damage incurred by the Allegan County Treasurer, Allegan County and/or the Allegan County Parties arising out of or in any way related to Visitor’s presence on the Property including, but not limited to, viewing, inspecting or evaluating the Property, except to the extent any such injury or damage was caused by the willful misconduct of the Allegan County Treasurer.

10. Compliance with Laws, Due Care Plan and Due Care Management Plan. Visitor covenants and agrees that when accessing the Property, Visitor shall comply with all applicable federal, state and local laws as well as all aspects of the Due Care Plan and the Due Care Management Plan. Should contaminated soils be encountered, Visitor shall comply with a MIOSHA defined Health and Safety Plan.

11. Miscellaneous.

(a) The covenants and agreements of Visitor set forth in this Environmental Disclosure and Release shall survive the termination of the license granted by the Allegan County Treasurer to Visitor.

(b) The unenforceability of any provision of this Environmental Disclosure and Release shall not affect the enforceability of the remaining provisions of this Environmental Disclosure and Release.

(c) This Environmental Disclosure and Release shall not be assigned by Visitor.

(d) Visitor’s Release set forth in Section 8 of this Agreement, and its Indemnity obligations set forth in Section 9 of this Agreement shall survive the termination of this License, and continue forever.

(e) This Environmental Disclosure and Release may be executed in separate counterparts which, when taken together, shall constitute a single, executed Environmental Disclosure and Release.

By signing this Environmental Disclosure and Release below, Visitor acknowledges that he/she: has read the information set forth in this Environmental Disclosure and Release; has been

given the opportunity to review the assessments and evaluations referenced in this Environmental Disclosure and Release; understands and accepts the condition of the Property; and agrees to release and indemnify the Allegan County Treasurer and Allegan County from all claims and legal actions related to the Property as set forth above.

**ALLEGAN COUNTY TREASURER
SALLY L. BROOKS**

Dated: _____, 2017

Sally L. Brooks

Note: Visitor must sign personally, and, if applicable, on behalf of his/her legal entity.

VISITOR:

Dated: _____, 2017

[print name of person: _____]

[print name of legal entity on line above]

By: _____
[print name of person: _____]

Its: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
RESTRICTIVE COVENANTS

EXHIBIT C

QUIT CLAIM DEED