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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION V

IN THE MATTER OF:	)	Docket No. V-W- '94-C
	)	
Torch Lake,	)	ADMINISTRATIVE ORDER ON
Houghton County, Michigan	)	CONSENT
	)	
Respondents: See Appendix A	)	
	)	

I. JURISDICTION

The United States Environmental Protection Agency (U.S. EPA) and the Respondents have each agreed to the making and entry of this Administrative Order on Consent ("Order").

This Order is issued pursuant to the authority vested in the President of the United States by Sections 104 and 122 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9604 and 9622, as amended by the Superfund Amendments and Reauthorization Act of 1986 Pub. L. 99-499 (CERCLA), and delegated to the Administrator of the U.S. EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Assistant Administrator for Solid Waste and Emergency Response and the Regional Administrators by U.S. EPA Delegation Nos. 14-14, 14-14-C and 14-14-D, and to the Director, Waste Management Division, Region V, by Regional Delegation Nos. 14-14-A, 14-14-C and 14-14-D.

A copy of this Order will be provided to the State of Michigan, which has been notified of the issuance of this Order.

This Order shall apply to and be binding upon the signatories, their heirs, successors and assigns.

Nothing contained in this Order shall be construed as an admission of liability or wrongdoing on the part of any of the signatories.

II. DEFINITIONS

Whenever the following terms are used in this Order or the Appendix attached hereto, the following definitions specified in this Paragraph shall apply:

A. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42

U.S.C. § 9601 et seq.

B. "EPA" means the United States Environmental Protection Agency.

C. "Hazardous substance" shall have the meaning provided in § 101(14) of CERCLA, 42 U.S.C, § 9601(14).

D. "MDNR" shall mean the Michigan Department of Natural Resources.

E. "Order" shall mean this Administrative Order on Consent.

F. "Parties" shall mean the United States Environmental Protection Agency and the Respondents.

G. "Respondents" shall mean those individuals, companies and municipalities listed in Appendix A.

H. "Site" shall mean the Torch Lake Superfund Site.

### III. FINDINGS

Based on available information, including the Administrative Record in this matter, U.S. EPA hereby finds:

1. The Torch Lake Site (the "Site"), which is on the National Priorities List (NPL), is located on the Keweenaw Peninsula in Houghton County, Michigan and covers over 1,000 acres.
2. EPA placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on June 10, 1986, 51 Fed. Reg. 21054.
3. The Site was the location of copper milling and smelting facilities.
4. Currently, the Site is the repository of mining wastes, known as tailing piles or stampsands.
5. Portions of the Site and areas adjacent to the Site, presently owned by a number of individuals, businesses and municipalities, contain mining wastes known as tailing piles or stampsands.
6. In response to a release or a substantial threat of a release of a hazardous substance(s) at or from the Site, EPA commenced in March 1988, a Remedial Investigation and Feasibility Study ("RI/FS") for the Site pursuant to 40 C.F.R. § 300.430. At this time the Site was divided into three operable units ("OU").
7. EPA completed a Remedial Investigation ("RI") Report in November 1990 for OU I, a RI in May 1992 for OU II, a RI in February 1992 for OU III and a Feasibility Study ("FS") Report in April 1992 for OUs I and III.
8. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the FS and of the proposed

plan for remedial action for OUs I and III on May 1, 1992, in a major local newspaper of general circulation. EPA provided an opportunity for written and oral comments from the public on the proposed plan for remedial action for OUs I and III. A copy of the transcript of the public meeting is available to the public as part of the administrative record upon which the Regional Administrator based the selection of the response action for OUs I and III.

9. The decision by EPA on the remedial action for OUs I and III to be implemented at the Site is embodied in a final Record of Decision ("ROD"), executed on September 30, 1992. The ROD includes a responsiveness summary to the public comments. Notice of the final plan for OUs I and III was published in accordance with Section 117(b) of CERCLA.

10. The Record of Decision calls, in part, for a vegetation cover to be placed over a large portion of the exposed tailing piles at the Site.

11. In order for the selected remedy to be implemented, access will be needed to those portions of the Site that include tailing piles that will be covered with a vegetation cover.

12. Further, in order to maintain the vegetation cover, deed restrictions will be necessary.

#### IV. DETERMINATIONS

Based upon the Findings of Fact set forth above and on the administrative record for this Site, EPA makes the determinations enumerated below.

1. The Torch Lake Site is a "facility" as that term is defined in § 101(9) of CERCLA, 42 U.S.C. § 9601(9).

2. Hazardous substances, within the definition of § 101(14) of CERCLA, 42 U.S.C. § 9601(14), have been released into the environment at or from the Site.

3. Each Respondent is a "person" as that term is defined in § 101(21) of CERCLA, 42 U.S.C. § 9601(21).

4. Each Respondent may be a potentially responsible party (PRP) within the meaning of § 107(a) of CERCLA, 42 U.S.C. § 9607(a).

5. The past migration of hazardous substances from the Site constitutes an actual release as that term is defined in § 101(22) of CERCLA, 42 U.S.C. § 9601(22).

6. The Respondents were not involved in the generation or

disposal of the tailing piles.

7. Prompt and final settlement with the Respondents is practicable and in the public interest, consistent with § 122(a) and (f)(6)(B) of CERCLA, 42 U.S.C. § 9622(a) and (f)(6)(B).

8. A covenant not to sue the Respondents pursuant to Section 122(f)(6)(B) of CERCLA, 42 U.S.C. § 9622(f)(6)(B), is appropriate after assessment of relevant factors, including, but not limited to, the nature of the risks at the Site, Respondents' willingness to undertake the actions required by this Order, including the requirement to repair the vegetative cover and to enact suitable deed restrictions, the Respondents' lack of involvement in the generation or disposal of hazardous substances at the Site, and the public interest.

#### V. CERTIFICATION

1. Each Respondent certifies that to the best of its knowledge and belief it did not generate or dispose of the tailing piles or stampsands that are located on each Respondent's respective property.

#### VI. ORDER

Based upon the foregoing Findings and Determinations, it is hereby agreed:

##### A. ACTION TO BE TAKEN

1. The Respondents, in recognition of the authority of the U.S. EPA under CERCLA, individually agree to permit the U.S. EPA and the Michigan Department of Natural Resources and their employees, agents or contractors or their authorized representatives access to the properties identified in Appendix B, for the purpose of conducting investigative, remedial and maintenance activities necessary for the design, construction and maintenance of the selected remedy for the Site. This access agreement will be effective upon execution by the Director of the Waste Management Division.

2. This written permission of access is granted upon the condition that U.S. EPA will provide the signatories with notice of the activities to be performed at least seven (7) days in advance of the performance of the work, if possible, and that U.S. EPA will restore, to the extent practicable, disturbed areas of the property to its pre-access state, except for those areas that will be covered with a vegetation cover.

3. Each Respondent further agrees to enact deed

restrictions on their property that will require the owner of the property to repair and re-vegetate the cover if the cover is disturbed by the actions of the property owner or those acting under his/her directions. This deed restriction shall be placed on the property within six months of the effective date of this Order. A copy of the deed restriction to be entered is attached as Appendix C. If a Respondent wishes to enter a deed restriction that is worded differently than Appendix C, the Respondent must have the written permission of EPA.

4. The Respondents further agree not to make any claims or demands for compensation or payment against the United States and its agencies under any provision of law, including but not limited to, Sections 106(b), 111 and 112 of CERCLA, or against the Hazardous Substance Superfund, established by Section 221 of CERCLA, 42 U.S.C. § 9631, for expenses incurred pursuant to this Order, for any attorneys' fees related to this Order, or any other costs incurred by the signatories regarding the Torch Lake Superfund Site.

5. The Respondents further agree not to dispose of tailings off-site without the prior approval of the EPA.

**B. COVENANT NOT TO SUE**

1. Subject to the reservation of rights in Section VI, Paragraph D of this Order, and upon the grant of access to their property, the placement of a deed restriction on the Respondents' property, and the waiver of claims against the United States and its agencies, pursuant to Section 122(a) and (f)(6)(B) of CERCLA, 42 U.S.C. § 9622(a) and (f)(6)(B), EPA covenants not to sue, execute judgment or take any other civil, judicial or administrative action under Section 106 or 107 of CERCLA, Section 42 U.S.C. 9606 or 9607, or Section 7003 of the Resource Conservation and Recovery Act against any of the Respondents for claims relating to the Site, including reimbursement for past or future costs that the U.S. EPA has or will incur at the Torch Lake Site, or implementation of response actions in connection with the Site. With respect to future liability, this covenant not to sue shall take effect upon certification by EPA of the completion of the remedial action at the Respondent's property.

**C. CONTRIBUTION PROTECTION**

1. Upon the Respondents having granted access to their property, the placement of a deed restriction on their property, and the waiver of claims against the United States and its agencies, the Respondents shall be entitled to such protection from contribution claims or actions as is provided in Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2). Matters addressed in this Order shall mean the recovery or reimbursement of the past and future costs that the U.S. EPA has or will incur at the

Site, and the cost of the implementation of the selected remedy at the Site, whether the implementation is conducted by the U.S. EPA or by private parties.

**D. RESERVATION OF RIGHTS**

1. Nothing in this Order is intended to be nor shall it be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, at law or in equity, which the EPA may have against any of the Respondents for any liability as a result of failure to comply with the requirements of Paragraph A of Section VI of this Order.

2. Nothing in this Order is intended as a covenant not to sue or a release from liability for any person, firm, trust, joint venture, partnership, corporation, or other entity not a signatory to this Order. The U.S. EPA expressly reserves all claims, demands and causes of action, either judicial or administrative, present, past or future, in law or equity, against any person or entity not a party to this Order for any matter arising at, or relating in any manner to, the Site.

3. Nothing in this Order shall diminish or effect any right of contribution or private cost recovery right the signatories may have against persons or entities that are not a party to this Order.

4. This Order is not intended for the benefit of any third party and may not be enforced by any third party.

5. Nothing in this Order shall be deemed to be a covenant not to sue or a release from liability of any parent company that has not signed this Order separately from its subsidiary. Further, nothing in this Order shall be deemed to be a covenant not to sue or a release from liability of any subsidiary company that has not signed this Order separately from its parent company.

6. The covenants not to sue set forth in Paragraph B do not pertain to any matters other than those expressly specified in this Order. The United States reserves, and this Order is without prejudice to, all rights against Respondents with respect to all other matters, including but not limited to:

(a) any liability as a result of failure to exercise due care with respect to hazardous substances at the Property;

(b) any liability resulting from the future exacerbation by the Respondent of the release or threat of release of hazardous substances from the Property;

(c) failure to cooperate and/or interference with EPA, its response action contractors, or other persons conducting response activities under EPA oversight in the implementation of

response actions at the Property;

(d) any claims based on the introduction of any hazardous substance, pollutant, or contaminant by any person at the Site;

(e) any and all criminal liability; and

(f) liability for damages for injury to, destruction of, or loss of natural resources.

7. With respect to any claims or cause of action asserted by the EPA for the liability described in Paragraph 6(b) of this Section, the Respondent shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to contamination which existed prior to the date of Respondent's acquisition of the Property.

8. Nothing in this Agreement constitutes a Covenant Not To Sue or to take action or otherwise limits the ability of the EPA to seek or obtain further relief from any Respondent, and the Covenant Not To Sue in Section VI(B) of this Order is null and void, if information is discovered which establishes that the certification in Section V of this Order was false as of the effective date of the Order.

#### **E. CIVIL PENALTIES**

In addition to any other remedies or sanctions available to EPA, for any Respondent who fails or refuses to comply with any term or condition of this Order, the covenant not to sue set forth in Section VI(B) paragraphs 1 and 2 of this Order shall be null and void as to that Respondent.

#### **F. MODIFICATIONS**

This Order may be amended by mutual agreement of U.S. EPA and the Respondents. Any amendment to this Order shall be in writing, signed by U.S. EPA and the Respondents and shall be effective as of the date on which such amendment is signed by U.S. EPA. Any amendment agreed upon shall only apply to those parties that agree to the change.

#### **G. PUBLIC COMMENT**

This Order shall be subject to a thirty day public comment period pursuant to § 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with § 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw its consent to this Order if comments received disclose facts or considerations which indicate that this Order is inappropriate, improper or inadequate.

**H. EFFECTIVE DATE**

The effective date of this Order shall be the date upon which EPA issues written notice to the Respondents that the public comment period pursuant to Section VI, Paragraph F of this Order has closed and that comments received, if any, do not require modification of or EPA's withdrawal from this Order.

Each signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its heirs, successors and assigns, to this document.

Agreed this 16 day of May, 1994

By G. R. Alger

Please Print

Name: G-R. Alger

Address: Box 56  
Wolver Bay MI

Legal Description of

Property: Gout. Lot 2 Sec. 11 54N/33W

**H. EFFECTIVE DATE**

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Agreed this 23 day of March, 1997

*Calumet Real Estate Inc.*

By *R. J. Pacini*  
**VICE PRESIDENT**

Please Print  
Name: **Raymond J. Pacini**

Address: **4343 VON KARMAN AVE.**  
**NEWPORT BEACH, CA 92660**

Legal Description of  
Property: \_\_\_\_\_

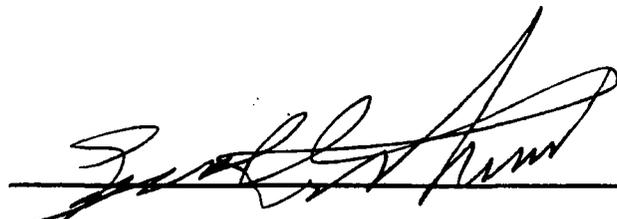
*c/o Koll Real Estate Group*  
**4343 VON KARMAN AVE.**  
**NEWPORT BEACH, CA 92660**

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Agreed this 28th day of March, 199  

By  \_\_\_\_\_

**Please Print**

**Name:** Raymond C. Kestner for City of Houghton

**Address:** 616 Shelden Avenue, PO Box 406

Houghton, MI 49931

**Legal Description of**

**Property:** Portage Cove Subdivision, Isle Royale Sands  
City of Houghton

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Agreed this 16th day of March, 1994

By Rollin M Carlson

Please Print

Name: SO ANN M. Carlson

Address: 1770 Bourne mouth

Grosse Pointe Woods, Mich

Legal Description of

Property: 31-014-210-022-00

**H. EFFECTIVE DATE**

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Agreed this 4th day of April, 1994

By Jean M. Lorenzetti

Please Print

Name:

Address:

Legal Description of

Property:

D+JL, Inc  
PO Box 6  
Houghton MI 49931

Royal Isle Subdiv. No 1  
Lots 5-64, excluding Lots 31 and 15

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Agreed this 7 day of April, 1994

By Robert K. Erickson

Please Print

Name: Robert K. Erickson

Address: RR3 Box 157  
Bloomington IL 61704

Legal Description of

Property: T3-10-2A Sec 10 T54N R33W Govt Lot 2

Agreed this 10th day of March, 1993

By William Forsman

Please Print

Name: William Forsman Supervisor

Address: Route #1 Box 338  
Hazenok, Michigan 49930

Legal Description of

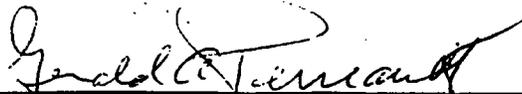
Property: Franklin Township

**H. EFFECTIVE DATE**

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Agreed this 15th day of March, 1994

By 

Chairperson

**Please Print**

**Name:** Houghton County Dept. of Public Works

**Address:** 401 E. Houghton Avenue

Houghton, MI 49931

**Legal Description of**

**Property:** \_\_\_\_\_

**LEGAL DESCRIPTION OF PROPERTY**

That part of Government Lots 2 & 3 of Section 13, Township 55 North, Range 33 West, lying Southeasterly of the centerline of Highway M-26, excepting the land within the Recorded Plat of Tamarac City.

AND That Part of Government Lot 1 of Section 14, Township 55 North, Range 33 West, lying southeasterly of the centerline of Highway M-26.

AND A parcel in Government Lot 2 of Section 14, Township 55 North, Range 33 West; commencing at a point on the shore of Torch Lake 500 feet Southwesterly from the meander post on the line between Sections 13 & 14, Township 55 North, Range 33 West; thence N 55 degrees 40' W to the North boundary line of Lot 2 of Section 14, Township 55 North, Range 33 West; thence East along the North boundary of said Lot 2 to shore of Torch Lake; thence Southwesterly along said lake shore to the Point of Beginning, excepting that part of the above description lying Northwesterly of the centerline of Highway M-26.

AND Within the recorded Plat of Tamarac City, Osceola Township, Houghton County, Michigan. Fractional Block B

By Houghton County Historical Society  
William Garbill, Secretary  
Board of Trustees

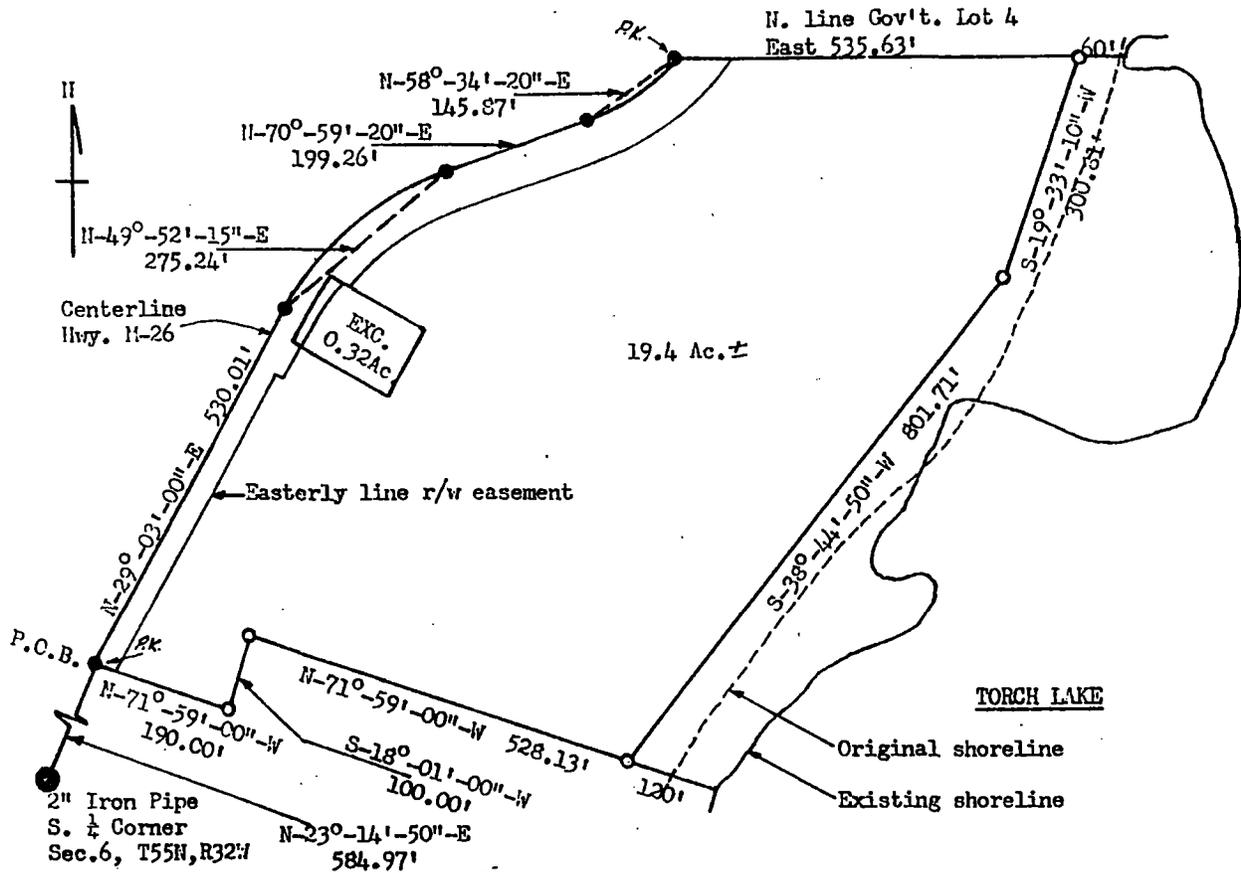
Please Print

Name: Houghton County Historical Society

Address: 5500 Highway M-26 PO Box 127  
Lake Linden MI 49945

Legal Description of  
Property: attached

271



FOR: Houghton County Historical Museum Society  
 Highway M-26  
 Lake Linden, Michigan 49945

LEGEND:

- 1- All dimensions are in feet.
- 2- 3/4" iron pipes have been placed at points marked "o".
- 3- "e", denotes M.D.S.H. monument box with 1/2" iron pin, unless otherwise noted.
- 4- Bearings established from centerline of Hwy. M-26, M.D.S.H. Project #31013A
- 5- Date of Survey: 1/8/75
- 6- Scale: 1"=200'

WITNESSES TO U.S. PUBLIC LAND SURVEY CORNER

South 1/2 Corner, Section 6, T55N, R32W  
 12" Maple N15°E 79.60'  
 10" Maple S15°W 19.85'  
 Corner of Steel Beam S80°E 70.20'



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Agreed this 18<sup>th</sup> day of March, 1994

By J.R.G. Development ~~Development~~ L.T.D.  
Gerald D. Jukuri Vice President

Please Print  
Name: J. R. G. Development L.T.D., G.D. Jukuri, Vice. Pres.  
Address: P.O. Box 371  
Noughton Mi. 49921

Legal Description of Property: SEE Below

574-28-10A  
SEC 28 T55N R34W  
PRT OF GOV'T LOT 4, COM N 00 DEG 34' 31"  
W 35.08' FROM S 1/2 COR; TH N 00 DEG 34'  
31" W 1252.70'. TH S 89 DEG 33' 12" E  
102.60'. TH S 89 DEG 35' 56" E 151.39' TO  
SHORE, TH S 46 DEG 13' 52" E 804.26', TH  
S 55 DEG 13' 38" E 1279.14', TH W 713.78'  
TH N 46 DEG 48' 32" W 766.52', TH S 43 DEG  
09' 07" W 66', TH S 01 DEG 45' 30" E 57.69'  
TH S 08 DEG 31' 32" W 141.99', TH S 10  
DEG 03' 39" W 67.72', TH S 71 DEG 33'

Stanton Twp Noughton Co.

A2 33-1B  
SEC 33 T55N R34W  
GOV'T LOT 1 LYING N OF CO RD 554, EXC  
COM N 1/4 COR. TH S 320' TO COR; TH  
SE'LY 90.18', TH NE'LY 569.59', TH N  
202.57' - TH SE'LY 410.48' TO S R/W CANAL  
RD, TH SE'LY ALONG CANAL RD 888' N/2, TH  
S 676' TO S LINE GOV'T LOT 1, TH  
SW'LY 1692' TO W LINE GOV'T LOT 1, TH N  
980.78' TO P.O.B.

Adams Twp Noughton Co.

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Agreed this 15<sup>th</sup> day of March, 1994

By Howard K. Klein

Please Print

Name: Howard and Mary Ann Klein

Address: 2201 Marble Mountain Road  
Shingle Springs CA 95692

Legal Description of

Property: T5-1A-7A Sec. 10 T54N R33W

W150' of E 300' of Govt. Lot 4 + W  
150' of E 300' of S 300' of SW 1/4  
of NW 1/4 (4.75A.)

RECEIVED  
APR 04 1994

U.S. EPA, REGION V  
WASTE MANAGEMENT DIVISION  
OFFICE OF THE DIRECTOR

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Agreed this 23 day of July, 1997

By Rudolph G. Kump

Please Print

Name: Rudolph G. Kump

Address: 9 MINE ST.  
CALUMET MI 49913

Legal Description of

Property: TORCH LAKE SUPERFUND SITE (LAKE LINDEN)  
FORMER POWER PLANT

Agreed this 5<sup>th</sup> day of Feb, 1993

By  Lou Anne Lucchesi

Please Print

Name: Chuck & Lou Anne Lucchesi

Address: P.O. Box 576  
Dollar Bay MI 49922

Legal Description of  
Property: \_\_\_\_\_

Government Lot 3, Section 10  
Township 54 North, Range 33 West

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Agreed this 28 day of March, 1994

By Doreen Chester Warren Hewitt

Please Print

Name: PO BOX 324

Address: HAWCOCK  
MICHIGAN 49930

Legal Description of

Property: F1-7-33 SEC 7 T55N R33W

S  $\frac{1}{2}$  OF NE  $\frac{1}{4}$  OF SW  $\frac{1}{4}$

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Agreed this 26 day of February, 1994

By Robert A. Janke

Please Print

Name: Robert A. Janke

Address: RR1 Box 141  
Hancock, MI. 49930

Legal Description of

Property: F 1-7-44 ; Sec 7 T55N R33W  
SE 1/4 of SE 1/4 (40 acres)

Agreed this February day of 19, 1993

By [Signature]

Please Print

Name: Louis John Meneguzzo

Address: Box 294 M-26  
Lake Linden Ms 39945

Legal Description of

Property: lot 2 Edgewood Estates

Agreed this 04 day of February, 1993

By Jill E. Newhouse

Please Print

Name: Jill E. Newhouse

Address: 0-10923 2nd Av

Approved by the Michigan State Court Administrator

Target Information Management, Inc.  
P.O. Box 22003, Lansing, MI 48909

STATE OF MICHIGAN PROBATE COURT COUNTY OF HOUGHTON	ORDER ALLOWING FINAL ACCOUNT AND ASSIGNING RESIDUE	FILE NO.  18862-SE
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Estate of CARL E. CARLSON, DECEASED

1. Date of hearing: January 15, 1988 Judge: JOHN A. MIKKOLA

2. Jill E. Newhouse, Pers. Rep. of the estate, has presented a final account.  
Name Title

THE COURT FINDS AND DETERMINES THAT:

3. Notice of the hearing was given to or waived by all interested persons.
4. The final account is correct, ought to be allowed and the assets distributed.
5. The administration expenses, including any priority allowances, have been paid; all claims against the estate have been fully satisfied, and  
 has been paid  
Michigan inheritance tax  is not payable  
 is due and payable
6. All other taxes for which the estate is liable have been paid or payment has been provided for.
7. The Deceased died  testate  intestate on 4-8-87

IT IS ORDERED that:

8. The final account is hereby approved and allowed.
9. The residue of the estate consists of the following described property:

1980 Ford Sedan  
Household furniture & fixtures  
12 foot aluminum boat with 2.2 motor  
Commencing at the Southwest corner of Lot 4 of Section 10 in Township 54 North, Range 33 West, thence due East along the southerly boundary of said Lot 4 a distance of 350 feet to the point of beginning, thence north to the northerly boundary of said Lot 4, thence continuing due north to a point in the Southwest 1/4 of the NW 1/4 of said Section 10 a distance of 300 feet North of the Northerly boundary of said Lot 4, thence East a distance of 50 feet, thence South to the southerly boundary of said Lot 4, thence West a distance of 50 feet to the point of beginning,  
AND  
Commencing at the Southwest corner of Lot 4 of Section 10 in Township 54 North, Range 33 West, thence due East along the southerly boundary of said Lot 4 a distance of 300 feet to the point of beginning, thence North to the northerly boundary of said Lot 4, thence continuing due North to a point in the Southwest 1/4 of the Northwest 1/4 of said Section 10 a distance of 300 feet from the northerly boundary of said Lot 4, thence East a distance of 50 feet, thence

I certify that I have compared this copy with the original and find it correct.

PLEASE SEE OTHER SIDE

Agreed this 15<sup>th</sup> day of February, 1993

By [Signature]

Please Print  
Name: [Redacted]  
Address: 1465 Settlers Landing Way  
North Potomac  
Maryland 20878

Legal Description of  
Property: SEC 10 T54N R33W  
E 150' of LOT 4 & E 150' of S 300' of  
SW 1/4 of NW 1/4. 4.76A

**H. EFFECTIVE DATE**

The effective date of this Order shall be the date upon which EPA issues written notice to the Respondents that the public comment period pursuant to Section VI, Paragraph F of this Order has closed and that comments received, if any, do not require modification of or EPA's withdrawal from this Order.

Each signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its heirs, successors and assigns, to this document.

Agreed this 12<sup>th</sup> day of MARCH, 1994

By Daniel L. Rivard

Please Print

Name: DANIEL L. RIVARO

Address: 26565 ROSS DRIVE  
REDFORD MI 48239

Legal Description of

Property: GOV'T. LOT #3 SEC 9 T54N R33W HOUGHTON Co. MI

**H. EFFECTIVE DATE**

The effective date of this Order shall be the date upon which EPA issues written notice to the Respondents that the public comment period pursuant to Section VI, Paragraph F of this Order has closed and that comments received, if any, do not require modification of or EPA's withdrawal from this Order.

Each signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its heirs, successors and assigns, to this document.

Agreed this 24<sup>th</sup> day of March, 1994

By \_\_\_\_\_

*Joseph Smeester*

Please Print

Name: \_\_\_\_\_

*Joseph Smeester*

Address: \_\_\_\_\_

*Box 2100*

*Iron Mt. Mich. 49802*

Legal Description of

Property: \_\_\_\_\_

*(Copy enclosed)*

**RECEIVED**

MAR 30 1994

**OFFICE OF RCRA  
WASTE MANAGEMENT DIVISION  
EPA, REGION V**

Schedule "A"

A parcel of land in Government Lot 2, Section 5, T54N, R33W, City of Houghton, Houghton County, Michigan, described as follows: Commencing at the West 1/4 corner of said Section 5; thence North 1069.47 feet; thence East 1584.79 feet to the point of beginning on the Northeasterly right-of-way of the Soo Line Railroad; thence N 33°42'20" E 229.36 feet to the South right-of-way (66-ft. R/W) of Carlos Street of the recorded plat of Royal Isle Subdivision; thence S 56°17'40" E 380.00 feet along said Carlos Street right-of-way and extension thereof; thence S 33°42'20" W 250.29 feet to the Northeasterly right-of-way of said Soo Line Railroad; thence along said right-of-way on a curve to the right N 53°08'19" W 380.68 feet more or less to the point of beginning, said parcel containing 2.09 acres more or less.

Subject to all exceptions, restrictions, reservations and conditions contained in prior conveyances of record.

Wenberg Sales reserves unto itself an easement 30 feet wide and parallel to the Northeasterly line of the above described parcel.

Description prepared by,



*H. Lawrence O'Donnell*  
H. Lawrence O'Donnell, L.S.  
MI #28419

H. EFFECTIVE DATE

The effective date of this Order shall be the date upon which EPA issues written notice to the Respondents that the public comment period pursuant to Section VI, Paragraph F of this Order has closed and that comments received, if any, do not require modification of or EPA's withdrawal from this Order.

Each signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its heirs, successors and assigns, to this document.

Agreed this 15<sup>th</sup> day of March, 1994

By Lois J. Stout

Please Print  
Name: LOIS J. STOUT  
Address: 129 CHIPPEWA TRAIL BOX 157  
DOLLAR BAY, MI 49922

Legal Description of Property: \_\_\_\_\_

01-33-31A  
SEC 33 T55N R33W  
A PARCEL OF LAND IN GOV'T LOT 6, SEC 33  
T55N R33W D/F, BEG AT A POINT AT THE  
INTERSECTION OF THE C/L OF LAKE ST &  
AVE "H" OF THE VILLAGE OF CLARK, TH  
ALONG C/L OF LAKE ST N 82 DEG 07' W  
250' TO A POINT ON THE C/L OF LAKE ST,  
TH S 7 DEG 53' W 240', TH N 82 DEG 07' W  
150', TH S 7 DEG 53' W 530', M/L TO SHORE  
OF PORTAGE LAKE, TH SE'LY ALONG SHORE  
750' M/L, TH N 57 DEG 53' E 666' M/L TO  
A POINT, SD POINT LYING S 57 DEG 53' W  
277' M/L FROM C/L OF TWP RD1 TH N 32 DEG  
07' W 1020' M/L TO C/L OF AVE H; TH S 57  
DEG 53' W 175' M/L TO POB EXC COM AT A  
PT WH IS E 1992.49' & S 1454.18' FROM W  
1/4 COR OF SEC 33, SD PT BEING THE  
CENTER OF NO 2 WELL & 200' RADIUS CIRCLE  
TH N 38 DEG 37' 37" E 200' TO A PT ON SD  
CIRCLE, SD PT BEING ALSO POB; TH AROUND  
THE 200' RADIUS CIRCLE 1256.64' M/L TO  
POB, ALSO EXC BEG AT A PT WH IS E  
1969.07' & S 1435.43' FROM W 1/4 COR OF  
SEC 33, SD PT BEING THE CENTER OF A 200'  
RADIUS CIRCLE; TH N 38 DEG 37' 37" E  
200' TO A PT ON SD CIRCLE; SD PT BEING  
POB; TH AROUND THE 200' RADIUS CIRCLE  
1256.64' M/L TO POB; EXC THAT PART OF SD  
CIRCLE FOR WELL #3, ALSO EXC COM NE COR  
OF LOT 10 OF FLAT OF OAK ACRES; TH S 82  
DEG 22' 45" E 150'; TH S 17 DEG 42' 30"  
W 220.5'; TH N 82 DEG 22' 45" W 150'; TH  
N 07 DEG 42' 30" E 220.5' M/L TO POB  
16.06 ACRES

*The map is really only on a small  
portion of this 16.06 parcel.*

Agreed this 26 day of Feb, 1993

By *[Signature]*  
DAN LORENZETTI

Please Print  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_



**Superior Block Co., Inc.**  
BOX 6 — ISLE ROYALE SANDS  
HOUGHTON, MI 49931  
906-482-2731

Legal Description of  
Property: ISLE ROYALE SANDS  
HOUGHTON, MI

*LEGAL DESCRIPTION TO FOLLOW*  
*apl*

**H. EFFECTIVE DATE**

The effective date of this Order shall be the date upon which EPA issues written notice to the Respondents that the public comment period pursuant to Section VI, Paragraph F of this Order has closed and that comments received, if any, do not require modification of or EPA's withdrawal from this Order.

Each signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its heirs, successors and assigns, to this document.

Agreed this 28 day of Feb., 1994

By James Patrick

Please Print

Name: SUPERIOR CRAFTS INC.  
 Address: Box 274 M<sup>o</sup> HAWK MI  
49950

Legal Description of  
 Property: Government Tr #1 of Sec 13 Oscoda Township  
T. 55N. - R 33W. Houghton Co. MI.

**H. EFFECTIVE DATE**

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Agreed this 24th day of February, 1994

By [Signature], Estate Lyle P. Tonne  
Executor Tonne Const. Co  
Hancock, MI

Please Print JOHN M. TONNE  
 Name: 8640 LAKEVIEW DR.  
 Address: MINOCQUA, MI 54848

Legal Description of Property: \_\_\_\_\_

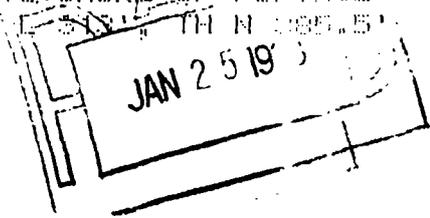
TAX AND ADMIN FEE PAYABLE JULY 1-AUG 10TH. AUG 11-FEB 15TH TAX. 30 FEE, 1% INTEREST CHARGE PER 1ST OF EACH MONTH DUE. FEB 16TH - FEB 28TH, 1993 TAX, AD FEE INT CHARGE PLUS 3% PENALTY DUE TO CITY TREAS MARCH 1 TAXES PAYABLE AT COUNTY TREASURER'S OFFICE

FISCAL YRS: 00  
 PAYABLE TO:  
 CITY OF HANCOCK  
 399 QUINCY ST  
 HANCOCK, MI 49

ASSESSED VALUE	STATE EQUALIZED VALUE		SCHOOL DIST.			PROPERTY NO
15,000	15,000	15,000	31010	31		
SCHOOL TAX	SCHOOL EXT	SCHOOL DEB	CITY TAX	CCISD	CCISD SPEC ED	
3.5000	12.3000	8.7300	14.9355	0.4000	2.0000	
5250	10150	5595	22493	600	3000	

H4Q-33 SEC 34 T55N R34W FROM NE COR OF LOT 2 SEC 34 T55N R34W, TH W ALONG SEC LINE ON N SIDE OF SEC 34 617.5', TH S 124.0' TO POB OF PARCEL TO BE DESC, TH W 176.13', TH S 23 DEG 38' W 281.5' TO SHORE OF PORTAGE L, TH SE'LY ALONG SHORE OF PORTAGE L 511.5' TH N 88.5' TO POB.

TONNE C  
 C/O JOHN  
 8640 LA  
 MINOCQU



**H. EFFECTIVE DATE**

The effective date of this Order shall be the date upon which EPA issues written notice to the Respondents that the public comment period pursuant to Section VI, Paragraph F of this Order has closed and that comments received, if any, do not require modification of or EPA's withdrawal from this Order.

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Agreed this 22nd day of March, 1994

By \_\_\_\_\_

Please Print

Name: Vernon R. Jolly, Village President

Address: Village of Lake Linden  
401 Calumet St., Lake Linden, MI 49945

Legal Description of  
Property: \_\_\_\_\_

Property description for the sands, campground and park in the Village of Lake Linden for the EPA Consent Order.

All that part of Government Lot #3 and Government Lot #4 in Section 6, T 55 N, R 32 W in Schoolcraft Township and Torch Lake Township, Houghton County Michigan owned by the Village of Lake Linden. Said parcel includes the Village Park, the Village Campground and tailing sands accreted thereto.

Prepared by: Richard Supina  
March 22, 1994

**H. EFFECTIVE DATE**

The effective date of this Order shall be the date upon which EPA issues written notice to the Respondents that the public comment period pursuant to Section VI, Paragraph F of this Order has closed and that comments received, if any, do not require modification of or EPA's withdrawal from this Order.

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Agreed this 10<sup>th</sup> day of March, 1994

By James R. Winberg

Please Print

Name: James R. Winberg

Address: 20360 Glen Oaks Dr.  
Brookfield, WI 53045

Legal Description of

Property: Torch Lake Superfund Site

**H. EFFECTIVE DATE**

The effective date of this Order shall be the date upon which EPA issues written notice to the Respondents that the public comment period pursuant to Section VI, Paragraph F of this Order has closed and that comments received, if any, do not require modification of or EPA's withdrawal from this Order.

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Agreed this 17<sup>th</sup> day of May, 1994

By C. Robert Baillod

Please Print

Name: C. Robert Baillod, Chair, Portage Lake Water and Sewage Authority

Address: 100 Princess Point Dr  
Hauskitten MI 49931

Legal Description of

Property: See legal description attached hereto and  
made a part hereof

**LEGAL DESCRIPTION OF REAL PROPERTY FOR ATTACHMENT TO  
ADMINISTRATIVE ORDER ON CONSENT BETWEEN PORTAGE LAKE WATER  
AND SEWAGE AUTHORITY, A MICHIGAN MUNICIPAL CORPORATION, AND  
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, THIS  
ADMINISTRATIVE ORDER BEING DATED THE                      DAY OF                      , 1994**

PARCEL A: A parcel of land located in Government Lot 2, Section 5, T54N, R33W, City of Houghton, Houghton County, Michigan, more fully described as follows:

Commencing at an iron pin on the old shore line of Portage Lake, said point being recorded as 568.7 feet North and 2563.2 feet East of the West quarter corner of Section 5, thence N 32° 52' 00" East 1,007.22 feet to the point of beginning. From the point of beginning thus established; thence North 32° 51' 42" East for a distance of 929.54 feet to the shore of Portage Ship Canal; thence South 64° 47' 00" East for a distance of 859.53 feet along the shore of the Portage Ship Canal; thence South 32° 51' 46" West for a distance of 1,086.13 feet; thence North 56° 17' 40" West for a distance of 851.96 feet more or less, to the point of beginning; said property contains 20.00 acres, more or less; and extending to the water's edge.

PARCEL B: A parcel of land located in Government Lot 2, Section 5, T54N, R33W, City of Houghton, Houghton County, Michigan, more fully described as follows:

Commencing at an iron pin on the old shore line of Portage Lake, said point being recorded as 568.7 feet North and 2,563.2 feet East of the West quarter corner of Section 5, thence North 32° 52' 00" East 1,007.22 feet to the point of beginning. From the point of beginning thus established; thence South 56° 17' 40" East for a distance of 851.96 feet; thence North 32° 51' 46" East for a distance of 1,086.13 feet to the shore of Portage Ship Canal; thence along the shore of the Portage Ship Canal the following eight courses; thence South 64° 47' 00" East for a distance

of 314.84 feet; thence South 32° 12' 30" East for a distance of 415.35 feet; thence South 05° 50' 30" East for a distance of 579.27 feet; thence South 46° 13' 30" West for a distance of 685.42 feet; thence North 77° 15' 30" West for a distance of 359.07 feet; thence South 57° 33' 00" West for a distance of 324.76 feet; thence North 38° 17' 00" West for a distance of 545.40 feet; thence North 45° 53' 30" West for a distance of 770.24 feet; thence North 32° 52' 00" East for a distance of 270.64 feet more or less, to the point of beginning; said property contains 37.27 acres more or less; and extending to the water's edge.

PARCEL C: A parcel of land situated within Government Lots 1 and 2 of Section 5, T54N, R33W, City of Houghton, Houghton County, Michigan, more fully described as follows:

Commencing at the point of beginning of the Plat of Royal Isles Subdivision No. 1, said point being a concrete monument located on the Northwest corner of the intersection of the former Soo Line Railroad right-of-way and Sandpiper Drive, being also a recorded 1,424.16 feet North and 1,148.47 feet East of the West quarter corner of Section 5, T54N, R33W; thence North 55° 58' 42" West 513.8 feet along the railroad right-of-way to the most Westerly corner of the former Superior Block Manufacturing Company property, point of beginning. From the point of beginning thus established, thence North 33° 42' 20" East for a distance of 259.34 feet; thence South 56° 17' 42" East for a distance of 342.08 feet to the most westerly corner of Lot 16 of the above cited plat; thence North 33° 42' 18" East for a distance of 200.00 feet to the most northerly corner of Lot 16; thence North 68° 25' 03" East for a distance of 73.0 feet; thence North 03° 42' 20" East for a distance of 1,136.97 feet parallel to and 150 feet westerly of the west line of Lots 20 through 32; thence North 82° 59' 46" West for a distance of 359.22 feet; thence North 01° 08' 30" West for a distance of

350.00 feet to the shore of the Portage Ship Canal; thence South 88° 51' 30" West for a distance of 300.00 feet along the shore of the Portage Ship Canal to the East line of the City of Houghton water well parcel; thence along the City of Houghton water well parcel the following three courses: thence South 00° 12' 00" West for a distance of 960.00 feet; thence North 90° 00' 00" West for a distance of 500.00 feet; thence South 00° 12' 08" West to the northeasterly right-of-way line of the former Soo Line Railroad; thence, departing from the water well parcel, Southeasterly along the railroad right-of-way to the point of beginning; said property contains 28.1 acres more or less; and extending to the water's edge.

**H. EFFECTIVE DATE**

The effective date of this Order shall be the date upon which EPA issues written notice to the Respondents that the public comment period pursuant to Section VI, Paragraph F of this Order has closed and that comments received, if any, do not require modification of or EPA's withdrawal from this Order.

Each signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its heirs, successors and assigns, to this document.

Agreed this 29th day of JUNE, 1994

By   


Please Print

Name: HARRY C TATIGIAN + BETTY A TATIGIAN, his wife

Address: 17226 WESTBROOK  
LIVONIA, MICH. 48152

Legal Description of

Property: See Attached

**DESCRIPTION OF REAL ESTATE**

Situated in Torch Lake Township Houghton County, Michigan  
 The East 100 feet of the West 300 feet of the East 600 feet of Lot 4,  
 Section 10, Township 54 North, Range 33 West; also the East 100 feet of  
 the West 300 feet of the East 600 feet of the South 300 feet of the  
 Southwest Quarter of the Northwest Quarter of Section 10, Township 54  
 North, Range 33 West.

Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road, highway or railroad purposes.

Excepting all minerals and mining and development rights thereto.

The above being agreed and consented to, it is so ORDERED  
this \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

By \_\_\_\_\_  
William E. Muno, Director  
Waste Management Division  
U.S. Environmental Protection Agency  
Region V, Complainant

The above being agreed and consented to, it is so ORDERED  
this 28<sup>th</sup> day of June, 1994.

By *William E. Munro*  
William E. Munro, Director  
Waste Management Division  
U.S. Environmental Protection Agency  
Region V, Complainant

APPENDIX A

George R. Alger  
P.O. Box 86  
Dollar Bay, Michigan 49922

Calumet Real Estate Inc.  
4343 Von Karman Avenue  
Newport Beach, California 92660

JoAnn M. Carlson  
1770 Bournemouth  
Grosse Point Woods, Michigan

City of Houghton  
Clerks Office  
616 Sheldon Avenue  
P.O. Box 406  
Houghton, Michigan 49931

D & J L, Inc.  
P.O. Box 6  
Houghton, Michigan 49931

Robert K. Erickson  
RR3  
Box 157  
Bloomington, Illinois 61704

William Forsman  
Rt. 1, Box 338  
Hancock, Michigan 49930

Houghton County Department of Public Works  
401 E. Houghton Avenue  
Houghton, Michigan 49931

Houghton County Historical Society  
5500 Highway M-26  
P.O. Box 127  
Lake Linden, Michigan 49945

Houghton County Road Commission  
P.O. Box 269  
Hancock, Michigan 49930-0269

Doreen Hueter  
Box 324  
Hancock, Michigan 49930

Robert A. Janke  
RR1, Box 141  
Hancock, Michigan 49931

Gerald D. Jukurin  
J.R.G. Development Ltd  
P.O. Box 371  
Houghton, Michigan 49931

Howard & Mary Lou Klein  
4081 Marble Mountain Road  
Shingle Springs, California 95682

Rudolph Kump  
Rudy's Lumber & Supplies  
9 Mine Street  
Calumet, Michigan 49913

Dan Lorenzetti  
Superiur Block Co., Inc.  
Isle Royale Sands  
Houghton, Michigan 49931

Joan Lorenzetti  
P.O. Box 6  
Houghton, Michigan 49931

Chuck Lucchesi  
P.O. Box 576  
Dollar Bay, Michigan 49922

Louis John Meneguzzo  
Box 294 M-26  
Lake Linden, Michigan 49945

Jill Newhouse  
10923 2nd Avenue  
Grand Rapids, Michigan 49504

Stephen & Lauree Novak  
14465 Settlers Landing Way  
North Potomac, Maryland 20878

Daniel L. Rivard  
26565 Ross Drive  
Redford, Michigan 48239

Joseph Smeester  
Box 2100  
Iron Mt., Michigan 49802

Helen Smith  
9520 NW 42nd Ct.  
Coral Springs, Florida 33065

Helen Smith  
Box 346  
Dollar Bay, Michigan 49922

Stout & Luhrs  
c/o Harold C. Stout  
129 Chippewa Trail  
Dollar Bay, Michigan 49927

James Patrick  
Superior Crafts, Inc.  
Box 274  
Mohawk, Michigan 49950

John Tonne  
Tonne Construction Co.  
8640 Lakeview Drive  
Minocqua, Wisconsin 54548

Village of Lake Linden  
401 Calumet Street  
Lake Linden, Michigan 49945

Janice Winberg  
20360 Glen Oaks Drive  
Brookfield, Wisconsin 49829

Portage Lake Water and Sewage Authority  
100 Princess Point Drive  
Houghton, Michigan 49931

Harry and Betty Tatigian  
17226 Westbrook  
Livonia, Michigan 48152

APPENDIX B

Access to U.S EPA and its contractors and employees is granted to the following properties:

George R. Alger  
P.O. Box 86  
Dollar Bay, Michigan 49922

Calumet Real Estate Inc.  
4343 Von Karman Avenue  
Newport Beach, California 92660

JoAnn M. Carlson  
1770 Bournemouth  
Grosse Point Woods, Michigan

City of Houghton  
Clerks Office  
616 Sheldon Avenue  
P.O. Box 406  
Houghton, Michigan 49931

D & J L, Inc.  
P.O. Box 6  
Houghton, Michigan 49931

Robert K. Erickson  
RR3  
Box 157  
Bloomington, Illinois 61704

William Forsman  
Rt. 1, Box 338  
Hancock, Michigan 49930

Houghton County Department of Public Works  
401 E. Houghton Avenue  
Houghton, Michigan 49931

Houghton County Historical Society  
5500 Highway M-26  
P.O. Box 127  
Lake Linden, Michigan 49945

Houghton County Road Commission  
P.O. Box 269  
Hancock, MIichigan 49930-0269

Doreen Hueter

Box 324  
Hancock, Michigan 49930

Robert A. Janke  
RR1, Box 141  
Hancock, Michigan 49931

Gerald D. Jukurin  
J.R.G. Development Ltd  
P.O. Box 371  
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4081 Marble Mountain Road  
Shingle Springs, California 95682

Rudolph Kump  
Rudy's Lumber & Supplies  
9 Mine Street  
Calumet, Michigan 49913

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Superiur Block Co., Inc.  
Isle Royale Sands  
Houghton, Michigan 49931

Joan Lorenzetti  
P.O. Box 6  
Houghton, Michigan 49931

Chuck Lucchesi  
P.O. Box 576  
Dollar Bay, Michigan 49922

Louis John Meneguzzo  
Box 294 M-26  
Lake Linden, Michigan 49945

Jill Newhouse  
10923 2nd Avenue  
Grand Rapids, Michigan 49504

Stephen & Lauree Novak  
14465 Settlers Landing Way  
North Potomac, Maryland 20878

Daniel L. Rivard  
26565 Ross Drive  
Redford, Michigan 48239

Joseph Smeester  
Box 2100

APPENDIX C

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, \_\_\_\_\_, as owner of the premises described herein, well seized of the same, as a good and indefeasible estate in fee simple, hereby declares that the following described premises:

[provide legal description of property in question]

shall hereby be subject to the following restrictive covenants:

(1) The owner and/or occupant of the above-described premises covenants that if during the process of any development, building, construction or other activity on the above-described property, undertaken by or with the consent of the owner of the property, the cover is disturbed so that upon the completion of the development, construction, building or other activity, stumpsands are exposed to the air, the owner of the property shall cover the exposed stumpsands in the manner described in the United States Environmental Protection Agency's September 30, 1992 Record of Decision for the Torch Lake Superfund Site and further shall re-vegetate the re-covered area.

Said covenants shall run with the land, shall be binding upon any and all successors in interest, and all assignees, lessees, sublessees, operators, tenants, licensees and agents, and any and all persons who acquire any interest in the property, and shall be for the benefit of \_\_\_\_\_, the United States Environmental Protection Agency, and their successors and assigns, each of whom shall be privileged to enforce these covenants by appropriate action in a court of competent jurisdiction.

Dated \_\_\_\_\_

By: \_\_\_\_\_

WITNESSES

\_\_\_\_\_  
Signature

Iron Mt., Michigan 49802

Helen Smith  
9520 NW 42nd Ct.  
Coral Springs, Florida 33065

Helen Smith  
Box 346  
Dollar Bay, Michigan 49922

Stout & Luhrs  
c/o Harold C. Stout  
129 Chippewa Trail  
Dollar Bay, Michigan 49927

James Patrick  
Superior Crafts, Inc.  
Box 274  
Mohawk, Michigan 49950

John Tonne  
Tonne Construction Co.  
8640 Lakeview Drive  
Minocqua, Wisconsin 54548

Village of Lake Linden  
401 Calumet Street  
Lake Linden, Michigan 49945

Janice Winberg  
20360 Glen Oaks Drive  
Brookfield, Wisconsin 49829

\_\_\_\_\_  
Name-Please Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name-Please Print

STATE OF MICHIGAN    )  
                          )    SS:  
COUNTY OF HOUGHTON )

Subscribed to and sworn before me this the \_\_\_\_ day of  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

447

**DECLARATION OF RESTRICTIVE COVENANT**

The Village of Lake Linden, an Incorporated Village, of 401 Calumet Street, Lake Linden, Michigan 49945, as owner of the premises described herein, well seized of the same, as a good and indefeasible estate in fee simple, subject, however, to all other restrictions and mineral reservations of record, hereby gives notice and declares that the following described premises, situated in the Village of Lake Linden, County of Houghton, and State of Michigan, to-wit:

All that part of Government Lots Three (3) and Four (4), Section Six (6), Township Fifty-five (55) North of Range Thirty-two (32) West, in the Townships of Schoolcraft and Torch Lake, Houghton County, Michigan, owned by the Village of Lake Linden, including the Village Park, the Village Campground, and tailing sands accreted thereto;

shall be subject to the following restrictive covenant:

The owner and/or occupant of the above-described premises covenants that if during the process of any development, building, construction or other activity on the above-described property, the cover is disturbed so that upon the completion of the development, construction, building or other activity, stamp sands are exposed to the air, the owner of the property shall cover the exposed stamp sands in the manner described in the United States Environmental Protection Agency's September 30, 1992 Record of Decision for the Torch Lake Superfund Site and further shall re-vegetate the re-covered area.

This covenant shall run with the land, shall be binding upon any and all successors in interest, and all assignees, lessees, sublessees, operators, tenants, licensees and agents, and any and all persons who acquire any interest in the property, and shall be

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for the benefit of the United States Environmental Protection Agency, and its successors and assigns, which shall be privileged to enforce this covenant by appropriate action in a court of competent jurisdiction.

The land area affected by this Restrictive Covenant, and described above, is set forth on Map being attached hereto as Page Three. The affected area is highlighted in yellow on the Map. No other land area in the Village of Lake Linden shall be affected.

Dated this 24th day of March, 1994.

VILLAGE OF LAKE LINDEN, an Incorporated Village

By: Vernon R. Jolly  
Vernon R. Jolly, its President  
By: Susan A. Haralson  
Susan A. Haralson, its Clerk

STATE OF MICHIGAN )  
COUNTY OF HOUGHTON ) ss.

On this 24th day of March, 1994, before me, a Notary Public, in and for said County, personally appeared the above named President and Clerk of the Village of Lake Linden, known to me to be the persons named in and who executed the above instrument, and acknowledged that they executed the same for the intents and purposes therein mentioned.

Instrument Drafted By:  
Frederick N. Johnson (P15522)  
VAIRO, MEHLIN, TOMASI,  
JOHNSON & MANCHESTER  
Attorneys at Law  
400 East Houghton Avenue  
Houghton, Michigan 49931  
Telephone: (906) 482-0770

Harold D. Priskala  
Harold D. Priskala, Notary Public  
Houghton County, Michigan  
My Commission Expires: 2/20/98

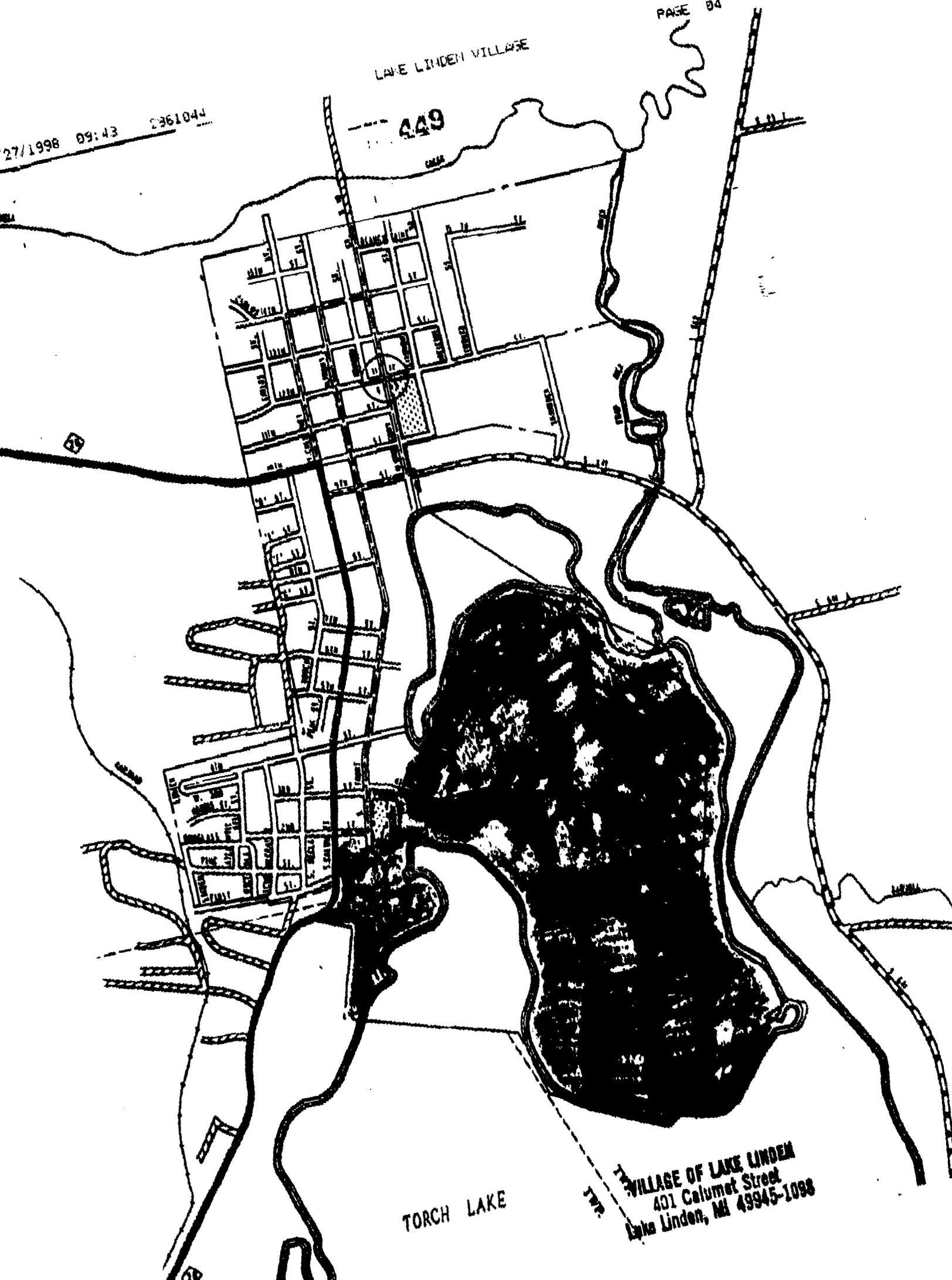
HAROLD D. PRISKALA  
Notary Public, Houghton County, MI  
My Commission Expires Feb. 20, 1998

27/1998 09:43 2361044

LAKE LINDEN VILLAGE

PAGE 04

449



TORCH LAKE

VILLAGE OF LAKE LINDEN  
401 Calumet Street  
Lake Linden, MI 49945-1098

*(Signature)*  
10/11/98

REGISTRAR'S OFFICE  
Houghton County, Mich.

Registered for record on

*5/1/98*  
A. D. 1998 at 1:00

of which is and recorded in Vol. 100

of *100*

of *100*

of *100*

*(Signature)*

450

1306 Jasberg Street  
Hancock MI 49930

February 12, 2002

Steven Padovani  
Project Manager  
U.S. EPA  
77 W. Jackson Blvd. SR-J6  
Chicago IL 60604

Dear Mr. Padovani:

Enclosed you will find the "Declaration of Restrictions" that has been attached and recorded on the property D&JL has available for sale on the Isle Royale Sands in Houghton Michigan. The specific section that you will be interested in is found on page two, item twelve.

These restrictions are part of the deed for any of the lots currently available and have been filed with the Houghton County Register of Deeds.

Should you have need for further clarification, do not hesitate to contact either of us.

Sincerely,



Dan Lorenzetti



Joan Lorenzetti

676

DECLARATION OF RESTRICTIONS

D & J L, Inc., a Michigan corporation of Isle Royale Sands, Houghton, MI 49931, as owner hereby imposes the following use restrictions on the property described below. These restrictions shall be applicable only to Lots 5 through 12 and Lot 17 through 35 of the Royale Isles Subdivision; being a portion of Section 5, T54N, R33W, Houghton County, Michigan, according to the recorded plat thereof, said plat being recorded in Plat Cabinet II, Folio # 130, Houghton County Register of Deeds. The term "Property" or "Lot" as used herein shall mean said lots 5 through 12 and 17 through 35 and all land area included therein as defined pursuant to the recorded plat. In the event that an amended lot description is or is hereafter recorded by D & J L, Inc. encompassing portions of 1 or more originally platted lot the term "Lot" as used herein shall mean the amended lot description which shall thereafter constitute a single "Lot".

1. Lots 5 through 12 & 17 though 35 shall be used solely for single family residence purposes and for no other purpose. Any home on any lot or combination thereof shall be constructed with a minimum of 1,000 square feet of heated, year round living space on one floor and must have an attached garage with a minimum of 600 square feet of enclosed floor space. Maximum height of any garage door opening shall not exceed eight feet in height.
2. All buildings shall be of new construction and no building shall be moved into the subdivision if previously constructed at another location. No trailer, doublewide trailer, mobile home, tent, shack, barn, garage, or other out-building shall be temporarily or permanently erected or placed. Nothing in this paragraph shall prevent the erection of a modular wall section pre-built type residence of new construction.
3. Construction of any structure shall be pursued with reasonable diligence until fully completed. Construction must be completed within 18 months from the start of construction, completion to include all exterior siding, driveways and landscaping and the interior fit for occupancy.
4. No business, trade, or enterprise of any kind or nature, whatsoever, shall be conducted or carried on upon the property. No animals, birds or fowl or poultry, except cats or dogs or interior caged canaries or parakeets may be kept at anytime. Cats or dogs shall not exceed two of either species nor shall canaries or parakeets. They may be kept provided that they are not bred or maintained for any commercial purpose whatsoever and are at all times restricted to the owner's lot and behaved so as to not create noise or other activity offensive to the neighbor.
5. No signs will be exhibited on the property except "For Sale" signs placed by realtors or owners designating the property on which such sign is placed as being for sale. Signs may not exceed six square feet in area.
6. All conduits, wires and pipe lines for electricity, telephone, television, fuel, water, gas, sewers or all utility services shall be installed below ground level.
7. All homes must be on foundations of stone, brick, concrete block or concrete. All homes and garages shall be constructed with a minimum 48" frost footing or on a standard basement with a minimum of 96" from top of basement floor surface to bottom of sillplate. All exposed foundations shall be either clay brick or architectural masonry. Driveways must be concrete or interlocking pavers and must be completed within the time set forth in paragraph 3 above. The

rior of every home and garage shall be finished with brick; architectural masonry or finished siding and no structure shall be left with tarpaper, Tyvek or any other unfinished exterior surface.

8. The construction of all buildings and driveways will be effected to provide good drainage without interference with, or inconvenience to, adjacent or nearby property owners.
9. On each lot or combination thereof, buildings including the garage and decks shall not cover more than 55% of the land area.
10. No portion of the property shall be used or maintained for the storage of rubbish. Trash, garbage or other waste shall not be kept except in sanitary and closed containers not visible from any street. All containers, incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No portion of the property shall be used for "dead storage" within the common usage of this term.
11. No noxious or offensive activity shall be carried on upon any portion of the property nor shall anything be done within or without any building located thereon which may be or may become an annoyance or nuisance to the neighborhood or to neighbors.
12. The sub-surface of the property consists of stamp sand. Owners of the property shall maintain a surface stratum of topsoil over the stamp sand sufficient to sustain and upon which has been planted grass or other vegetation appropriate to the residential character of the property. No owner shall allow the stamp sand to remain uncovered after occupancy of any residence.
13. Owners of property abutting a water channel may construct a dock; provided, however, that no dock may extend more than 12 feet from the waters edge into the water. No boats may be maintained on or operated from any portion of the property except those registered to owners of the property from which operated. No boats shall be moored or anchored in a water channel or canal, provided however, that boats may be secured at a dock as permitted in this paragraph.
14. A portion of the property may be within a flood plain limit as established by the Michigan Department of Natural Resources. There shall be no filling or occupation of any flood plain area within, or adjacent to, the property without the approval of the proper authorizing agency(s).
15. Any residence affected by a flood plain shall in addition to meeting all regulatory requirements:
  - a. have lower floors a minimum of one foot higher than the elevation of the contour defining the flood plain limit;
  - b. have openings into the basement not lower than the elevation of the contour defining the flood plain limit;
  - c. be equipped with a positive means of preventing sewer back-up from sewer lines and drains which serve the building.
16. No lot shall be used for the permanent or temporary storage of trailers, boats, mobile homes, campers, historic vehicles, commercial vehicles or other similar vehicles unless said item is parked within the interior of the lot owner's garage.
17. If any of the covenants or restrictions contained herein are invalidated by judgement or court order, all other covenants and restrictions contained herein which are not invalidated shall remain in full force and effect.
18. The owners of any lot specified above shall have the right to institute litigation and to obtain court orders, decrees, or judgements for the purpose of restraining any violation of the covenants or restrictions contained herein, actual, threatened or attempted, and to recover damages therefore.
19. No lot (or adjusted lot created by D & J L, Inc. consisting of portions of 1 or more originally platted lots) shall be further divided by the owners thereof, unless for the purpose of adding the divided portion to an immediately adjoining undivided lot owned by the same owner. The restrictions imposed above shall be applicable to the



**KEWEENAW DEVELOPMENT CORP.**

**P. O. Box 97**  
**Hancock, Michigan 49930**  
(906) 296-9523 Telephone  
(906) 296-9531 FAX

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March 7, 2002

Steve Padovani  
U.S. EPA  
77 W. Jackson Blvd.  
S-6J  
Chicago, IL 60604

re: Torch Lake Site

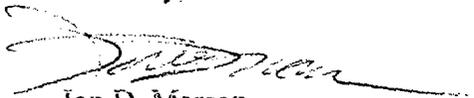
Dear Mr. Padovani,

Enclosed please find a copy of the recorded "Declaration of Restrictive Covenants" for that portion of the Torch Lake shoreline adjacent to the Peninsula Copper Industries site in Hubbell, Michigan. The restrictive covenant covers that property lying between the fence line and the shore of Torch Lake which has been remediated by the EPA contractor.

This "Declaration of Restrictive Covenant" is provided pursuant to your request during our telephone conversation. I trust this satisfies the requirements to proceed with the partial de-listing of the Torch Lake Superfund Site.

If I may be of any further assistance, please contact me at the above address or telephone number.

Sincerely,



Jon D. Marson  
President



000348

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Keweenaw Development Corporation, P.O. Box 97, Hancock, MI, 49930, as owner of the premises described herein, well seized of the same, as a good and indefeasible estate in fee simple, hereby declares that the following described premises:

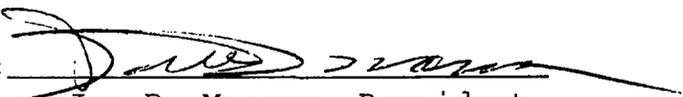
See Exhibit "A"

shall hereby be subject to the following covenants:

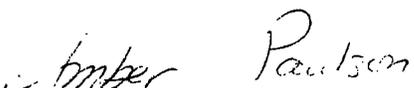
(1) The owner and/or occupant of the above-described premises covenants that if during the process of any development, building, construction or other activity on the above-described property, undertaken by or with the consent of the owner of the property, the cover is disturbed so that upon the completion of the development, construction, building or other activity, stampsands are exposed to the air, the owner of the property shall cover the exposed stampsands to the high water mark in the manner described in the United States Environmental Protection Agency's September 30, 1992 Record Decision for the Torch Lake Superfund Site and further shall re-vegetate the recovered area.

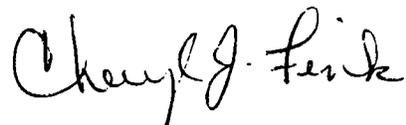
Said covenants shall run with the land, shall be binding upon any and all successors in interest, and all assignees, lessees, sublessees, operators, tenants, licensees and agents, and any and all persons who acquire any interest in the property, and shall be for the benefit of the United States Environmental Protection Agency, and their successors and assigns, each of whom shall be privileged to enforce these covenants by appropriate action in a court of competent jurisdiction.

Dated: FEB 21, 2002

By:   
Jon D. Marson, President

WITNESSES

  
AMBER PAULSON



STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF HOUGHTON )

000349

On February 21, 2002, before me a Notary Public, in and for said County, appeared Jon D. Marson, President of Keweenaw Development Corporation, a Michigan corporation, to me personally known, who did say that said instrument was signed and sealed in behalf of Keweenaw Development Corporation, and said Jon D. Marson acknowledges said instrument to be the fee act and deed of said Keweenaw Development Corporation.



CHERYL J. PINK

Notary Public **My Commission Expires August 25, 2003**  
Houghton County, Michigan  
My Commission expires:

**Exhibit "A"**  
**000350**

That part of Government Lot 3, Section 7, T.55N., R.32W., Torch Lake Township, Houghton County, Michigan commencing at the West 1/4 Corner of said Section 7; thence along the West Section Line S00°51'24" E 1081.39 feet to the Northeasterly Line of Block 2, Paine, Fisher & McIntyres Addition extended Southeast; thence along said line extended S41°37'38" E 271.12 feet to the Point of Beginning, said point being on the fence line; thence along said fence line the following two courses: N72°03'54" E 337.71 feet; thence N44°31'24" E 943.79 feet; thence S50°23'54" E 166feet more or less to the water's edge of Torch Lake; thence along the water's edge Southwesterly 1275 feet, more or less to the Northeasterly Line of Said Block 2 extended; thence N41°37'38" W 284 feet, more or less to the Point of Beginning, subject to any rights of way or easements of record, containing 4 acres of land, more or less.

**KEWEENAW DEVELOPMENT CORP.**

**201 Royce Road  
Ripley Location  
P. O. Box 97  
Hancock, Michigan 49930  
(906) 487-2970 Telephone  
(906) 487-2402 FAX  
— \* \* \* —**

February 17, 2000

Gary Aho  
USDA-NRCS  
600 E. Lakeshore Dr., Suite 2  
Houghton, MI 49931

Dear Gary,

Enclosed please find a copy of the deed for the Hubbell slag property to Silver Shores Enterprise, Inc. along with a copy of the recorded deed restrictions.

Please call if you have any questions.

Sincerely,



Jon D. Marson  
President

**QUITCLAIM DEED**

THIS INDENTURE, Made and entered into as of this 31ST day of January A.D., 2000, between the Keweenaw Development Corporation, a Michigan Corporation, with an office at P.O. Box 97, 201 Royce Road, Ripley Location, Hancock, Michigan 49930, party of the first part, and Silver Shores Enterprise, Inc., a Michigan corporation  
P. O. Box 31  
Houghton, MI 49931, party (parties) of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Twenty-one Thousand Five-hundred and NO/100THS Dollars ( \$21,500.00 ) to it in hand paid by the said party (parties) of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUITCLAIM unto the said party (parties) of the second part, and to its successors and assigns, (his heirs and assigns), (their heirs and assigns), forever, all the right, title and interest of the party of the first part in that certain piece (Pieces) or parcel (parcels) of land situated in the Township of Torch Lake County of Houghton and State of Michigan, described as follows:

See attached EXHIBIT "A"

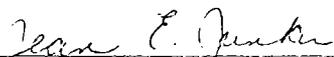
Subject to all reservations, restrictions, conditions and conveyances of record.

This 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 party of the first part grants to the party (parties) of the second part the right to all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

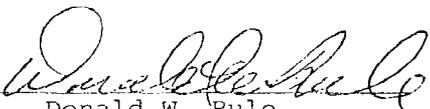
IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be executed by its proper officers, thereunto duly authorized, and its corporate seal to be hereto affixed, the day and year first above written.

Signed, Sealed and Delivered  
in Presence of:

  
\_\_\_\_\_  
Jean E. Junkin

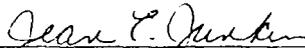
KEWEENAW DEVELOPMENT CORPORATION

  
\_\_\_\_\_  
Jon D. Marson, President

  
\_\_\_\_\_  
Donald W. Rule

STATE OF MICHIGAN        )  
                                  )ss.  
COUNTY OF HOUGHTON     )

On January 31, 2000, before me a Notary Public, in and for said County, Jon D. Marson, President of Keweenaw Development Corporation, a Michigan Corporation, to me personally known, who did say that said instrument was signed and sealed in behalf of Keweenaw Development Corporation, Jon D. Marson acknowledges said instrument to be the free act and deed of said Keweenaw Development Corporation.

  
\_\_\_\_\_  
Jean E. Junkin  
Notary Public  
Houghton County, Michigan  
My Commission expires 4/16/2002

Prepared by;  
Keweenaw Development Corporation  
Box 97  
Hancock, MI 49930  
906-487-2970

That part of Government Lots 2 and 3, Section 7, T55N, R32W, Torch Lake Township, Houghton County, Michigan, commencing at the West 1/4 Corner, thence along the West Section Line S00°51'24" E 60.15 Feet, thence perpendicular N89°08'36" E 627.02 Feet to the point of beginning on the Easterly right of way line of Highway M-26 (33 Feet from the centerline thereof), thence along said right of way line the following two courses: N39°36'06" E 108.48 feet, thence N39°41'54" E 245.83 Feet, thence S52°33'57" E 487.76 Feet, thence S54°31'39" E 364.37 Feet to a traverse point on the shore of Torch Lake 18 feet from the water's edge, thence along a traverse line along the shore S36°10'20" W 432.15 Feet to a traverse point 5 Feet from the water's edge, thence N50°23'54" W 877.07 Feet to the point of beginning, also that land lying between the traverse line and the water's edge of Torch Lake, subject to any rights of way or easements of record, containing 8.39 acres of land, more or less.

AND,

That part of Government Lot 3, Section 7, T55N, R32W, Torch Lake Township, Houghton County, Michigan, lying to the Southwest of the Northeasterly line of Block 2, Paine, Fisher & MacIntyre's addition extended Southeast to the water's edge of Torch Lake.

AND,

Lots 7 & 8 of Block 2, Lots 7 & 8 of Block 3 in the Plat of Paine, Fisher & MacIntyre's addition to Grover; and Lot 5 of Block 9 and Vacated Portion of "D" Street in the Plat of Town of Grover. It being understood and intended that the described land extends to the water's edge of Torch Lake and to include any tailings sands and slag that may have accreted to said land. Also, all that land adjacent to Block 10 Northerly of a line between Lots 6 & 7 extended to the water's edge of Torch Lake and lying easterly of a line being 125 feet Easterly of and parallel to the Easterly line of Garfield Street in the Plat of Grover.

AND,

Any and all interest of Keweenaw Development Corporation in and to lands located in Government Lots 1 & 2, Section 12, T.55N., R.33W., Torch Lake Township, Houghton County, Michigan. It being understood and intended that the described land extends to the water's edge of Torch Lake and to include any tailings sands and slag that may have accreted to Lots 7 & 8 of Block 2, Lots 6, 7, & 8 of Block 3 in the Plat of Paine, Fisher & MacIntyre's addition to Grover; and Lots 3, 4, 5 & 6 of Block 9, Vacated Portion of "D" Street, Lots 5, 6 & 7 of Block 8, and Lot 9 of Block 10 in the Plat of Town of Grover.

712

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Keweenaw Development Corporation, 201 Royce Road, Ripley Location, P.O. Box 97, Hancock, MI, 49930, as owner of the premises described herein, well seized of the same, as a good and indefeasible estate in fee simple, hereby declares that the following described premises:

See Exhibit "A"

shall hereby be subject to the following covenants:

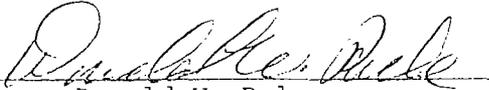
(1) The owner and/or occupant of the above-described premises covenants that if during the process of any development, building, construction or other activity on the above-described property, undertaken by or with the consent of the owner of the property, the cover is disturbed so that upon the completion of the development, construction, building or other activity, stampsands are exposed to the air, the owner of the property shall cover the exposed stampsands to the high water mark in the manner described in the United States Environmental Protection Agency's September 30, 1992 Record Decision for the Torch Lake Superfund Site and further shall re-vegetate the recovered area.

Said covenants shall run with the land, shall be binding upon any and all successors in interest, and all assignees, lessees, sublessees, operators, tenants, licensees and agents, and any and all persons who acquire any interest in the property, and shall be for the benefit of the United States Environmental Protection Agency, and their successors and assigns, each of whom shall be privileged to enforce these covenants by appropriate action in a court of competent jurisdiction.

Dated: 1-28-00

By:   
Jon D. Marson, President

WITNESSES

  
Donald W. Rule

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF HOUGHTON )

713

On January 28, 2000, before me a Notary Public, in and for said County, appeared Jon D. Marson, President of Keweenaw Development Corporation, a Michigan corporation, to me personally known, who did say that said instrument was signed and sealed in behalf of Keweenaw Development Corporation, and said Jon D. Marson acknowledges said instrument to be the fee act and deed of said Keweenaw Development Corporation.

Jean E. Junkin  
Jean E. Junkin  
Notary Public  
Houghton County, Michigan  
My Commission expires: 04/16/2002

EXHIBIT "A"

714

That part of Government Lots 2 and 3, Section 7, T55N, R32W, Torch Lake Township, Houghton County, Michigan, commencing at the West 1/4 Corner, thence along the West Section Line S00°51'24" E 60.15 Feet, thence perpendicular N89°08'36" E 627.02 Feet to the point of beginning on the Easterly right of way line of Highway M-26 (33 Feet from the centerline thereof), thence along said right of way line the following two courses: N39°36'06" E 108.48 feet, thence N39°41'54" E 245.83 Feet, thence S52°33'57" E 487.76 Feet, thence S54°31'39" E 364.37 Feet to a traverse point on the shore of Torch Lake 18 feet from the water's edge, thence along a traverse line along the shore S36°10'20" W 432.15 Feet to a traverse point 5 Feet from the water's edge, thence N50°23'54" W 877.07 Feet to the point of beginning, also that land lying between the traverse line and the water's edge of Torch Lake, subject to any rights of way or easements of record, containing 8.39 acres of land, more or less.

AND,

That part of Government Lot 3, Section 7, T55N, R32W, Torch Lake Township, Houghton County, Michigan, lying to the Southwest of the Northeasterly line of Block 2, Paine, Fisher & MacIntyre's addition extended Southeast to the water's edge of Torch Lake.

AND,

Lots 7 & 8 of Block 2, Lots 7 & 8 of Block 3 in the Plat of Paine, Fisher & MacIntyre's addition to Grover; and Lot 5 of Block 9 and Vacated Portion of "D" Street in the Plat of Town of Grover. It being understood and intended that the described land extends to the water's edge of Torch Lake and to include any tailings sands and slag that may have accreted to said land. Also, all that land adjacent to Block 10 Northerly of a line between Lots 6 & 7 extended to the water's edge of Torch Lake and lying easterly of a line being 125 feet Easterly of and parallel to the Easterly line of Garfield Street in the Plat of Grover.

AND,

Any and all interest of Keweenaw Development Corporation in and to lands located in Government Lots 1 & 2, Section 12, T.55N., R.33W., Torch Lake Township, Houghton County, Michigan. It being understood and intended that the described land extends to the water's edge of Torch Lake and to include any tailings sands and slag that may have accreted to Lots 7 & 8 of Block 2, Lots 6, 7, & 8 of Block 3 in the Plat of Paine, Fisher & MacIntyre's addition to Grover; and Lots 3, 4, 5 & 6 of Block 9, Vacated Portion of "D" Street, Lots 5, 6 & 7 of Block 8, and Lot 9 of Block 10 in the Plat of Town of Grover.

**HOUGHTON COUNTY BOARD OF PUBLIC WORKS**

**401 E. HOUGHTON AVENUE  
HOUGHTON, MICHIGAN 49931  
Phone (906)482-2260 Fax (906)482-7238  
hocobldg@chartermi.net**

February 15, 2002

Mr. Steve Padovani  
U.S. E.P.A.  
Superfund Division, S-6J  
77 W. Jackson Blvd.  
Chicago, IL 60604

Dear Mr. Padovani:

Please find enclosed a copy of the Declaration of Restrictive Covenants that the chairman of the Houghton County Board of Public Works signed on January 24, 1995. I believe this is the document you were looking for when you telephoned on February 13, 2002.

The delisting of this property is very important to the county. Please don't hesitate to contact me if any other information is needed.

I can be reached Monday through Friday at (906)482-2260 or by email at hocobldg@chartermi.net.

Sincerely,



Tracy L. Smith  
Manager

Enclosure

cc: Brian Cadwell, County Commissioner

APPENDIX CDECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Houghton County Department of Public Works, as owner of the premises described herein, well seized of the same, as a good and indefeasible estate in fee simple, hereby declares that the following described premises:

That part of Government Lots 2 & 3 of Section 13, Township 55 North, Range 33 West, lying South easterly of the centerline of Highway M-26, excepting the land within the Recorded Plat of Tamarac City.

AND That part of Government Lot 1 of Section 14, Township 55 North, Range 33 West, lying South-easterly of the centerline of Highway M-26.

AND A parcel in Government Lot 2 of Section 14, Township 55 North, Range 33 West, commencing at a point on the shore of Torch Lake 500 feet South-westerly from the meander post on the line between Sections 13 & 14, Township 55 North, Range 33 West; thence N 55 degrees 40' W to the North boundary line of Lot 2 of Section 14, Township 55 North, Range 33 West; thence East along the North boundary of said Lot 2 to shore of Torch Lake; thence South-westerly along said lake shore to the Point of Beginning, excepting that part of the above description lying Northwesterly of the centerline of Highway M-26.

AND Within the recorded Plat of Tamarack City, Osceola Township, Houghton County, Michigan. Fractional Block B, Lots 1 thru 5 incl. of Block c.

shall hereby be subject to the following restrictive covenants:

(1) The owner and/or occupant of the above-described premises covenants that if during the process of any development, building, construction or other activity on the above-described property, undertaken by or with the consent of the owner of the property, the cover is disturbed so that upon the completion of the development, construction, building or other activity, stamp sands are exposed to the air, the owner of the property shall cover the exposed stamp sands in the manner described in the United States Environmental Protection Agency's September 30, 1992 Record of Decision for the Torch Lake Superfund Site and further shall re-vegetate the re-covered area.

Said covenants shall run with the land, shall be binding upon any and all successors in interest, and all



APPENDIX CDECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, James Patrick, as owner of the premises described herein, well seized of the same, as a good and indefeasible estate in fee simple, hereby declares that the following described premises: The Lakeshore property with stamp sand within government Lot #1 of Sec. 13, Osceola Township, T.55N.-R33W. Houghton Co. MI  
[provide legal description of property in question]

shall hereby be subject to the following restrictive covenants:

(1) The owner and/or occupant of the above-described premises covenants that if during the process of any development, building, construction or other activity on the above-described property, undertaken by or with the consent of the owner of the property, the cover is disturbed so that upon the completion of the development, construction, building or other activity, stampsands are exposed to the air, the owner of the property shall cover the exposed stampsands in the manner described in the United States Environmental Protection Agency's September 30, 1992 Record of Decision for the Torch Lake Superfund Site and further shall re-vegetate the re-covered area.

Said covenants shall run with the land, shall be binding upon any and all successors in interest, and all assignees, lessees, sublessees, operators, tenants, licensees and agents, and any and all persons who acquire any interest in the property, and shall be for the benefit of \_\_\_\_\_, the United States Environmental Protection Agency, and their successors and assigns, each of whom shall be privileged to enforce these covenants by appropriate action in a court of competent jurisdiction.

Dated 10-11-94

By: James Patrick  
James Patrick

Prepared By:

Peter Felitti

United States Environmental Protection Agency

CS-29A

77 West Jackson Boulevard

Chicago, IL 60604-3590

WITNESSES

Barbara O'Brien  
Signature Barbara O'Brien

John Huuki, Jr.  
John Huuki, Jr.

Mary Schoes 2P  
 Register of Deeds  
 PDJ Date 06/25/2003 Time 11:53:24  
 FEE: 17.00  
 Page 1 of 2 MS 128/154

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**DECLARATION OF RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Meninc, Incorporated, a Michigan corporation, of 294 Calumet Street, Lake Linden, MI 49945, as owner of the premises described herein, hereby declares that the remediated portion, (being that portion lying within approximately 50 feet of the water's edge of Torch Lake) but only the remediated portion of the below described parcel:

A parcel of land being part of Government Lot One of Section Seven, and part of Government Lot Four of Section Six, Township 55 North, Range 32 West, Torch Lake Township, Houghton County, Michigan, described as follows: Commencing at the South 1/4 corner of Section Six, Township 55 North, Range 32 West, thence North 59 degrees, 23 minutes, 30 seconds East 67.91 feet to the centerline of Highway M-26, which is the Point of Beginning; thence North 14 degrees, 56 minutes, 10 seconds East 144.46 feet along the centerline of M-26; thence along the centerline of M-26 on a curve to the right 380.41 feet, which curve has a radius of 1910.09 feet and a chord length of 387.73 feet and bearing North 20 degrees, 45 minutes, 40 seconds East, said point being on the southerly boundary of a parcel previously conveyed to the Houghton County Historical Society; thence South 72 degrees, 00 minutes, 50 seconds East 187.41 feet along the boundary of the Houghton County Historical Society property; thence North 17 degrees, 59 minutes, 10 seconds East 100.00 feet along the boundary of the Houghton County Historical Society property; thence South 72 degrees, 00 minutes, 50 seconds East 528.23 feet along the boundary of the Houghton County Historical Society property to a meander corner on the shore of Torch Lake; thence along the shore of Torch Lake on a meander line bearing South 36 degrees, 05 minutes, 30 seconds West 773.86 feet; thence along the shore of Torch Lake on a meander line bearing South 43 degrees, 38 minutes, 30 seconds West 277.74 feet to a meander corner; thence North 69 degrees, 28 minutes, 30 seconds West 388.16 feet to the centerline of Highway M-26; thence along the centerline of M-26 on a curve to the left 338.74 feet, which curve has a radius of 1432.69 feet and a chord length of 337.97 feet and bearing North 21 degrees, 42 minutes, 35 seconds East, said point also being the Point of Beginning, the above-described parcel containing 14.12 acres, more or less, and it being expressly understood and intended that the above-described land extends to the water's edge of Torch Lake

shall hereby be subject to the following restrictive covenants:

(1) The owner and/or occupant of the above described premises covenants that if during the process of any development, building, construction or other activity on the above-described property, undertaken by or with the consent of



VAIRO, MECHLIN, TOMASI,  
JOHNSON & MANCHESTER  
Attorneys at Law  
400 E. Houghton Avenue  
Houghton, MI 49931

(906) 482-0770  
FAX: (906) 482-2938

**F A X T R A N S M I T T A L S H E E T**

Date: July 15, 2003

Time: 9:35 am

**PLEASE DELIVER IMMEDIATELY TO THE FOLLOWING NAMED RECIPIENT.**

**NAMED RECIPIENT: Brenda Jones - Project Manager Torch Lake Super Fund Site**

**FAX NUMBER: (312) 886-4071**

**SENDER'S NAME: PAUL J. TOMASI**

**RE: \_\_\_\_\_**

**NUMBER OF PAGES (INCLUDING COVER SHEET): 3**

**ORIGINAL \_\_\_\_\_ WILL X WILL NOT FOLLOW BY MAIL.**

If you have problems receiving these documents, or have not received all pages, please contact Heidi at (906) 482-0770. Thank you.

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Albert L. Black, a married man, of 27616 Lighthouse Pointe Drive, Lake Linden, MI 49945, as owner of the premises described herein, hereby declares that the remediated portion, (being that portion lying within approximately 50 feet of the water's edge of Torch Lake) but only the remediated portion of the below described parcel:

Parcel B: Part of Lot 7 of the recorded Plat of Edgewood Estates in Torch Lake Township, Houghton County, Michigan, and which is described as follows: Commencing at the northernmost corner of Lot 7 of the recorded plat of Edgewood Estates; then South 39° 5' 10" W 221.32 feet to POB; thence South 50° 54' 50" East 418.80 feet to shore of Torch Lake; then along shore of Torch lake, the following two courses, South 10° 56' 04" East 22.03 feet; then South 30° 37' 20" East 242.19 feet; then South 50° 27' 00" West 12.09 feet; then North 50° 54' 50" West 660.46 feet to Southernmost corner of Lot 5; then along the southeasterly boundary of Lot 5 North 39° 05' 10" East 110 feet to POB. (Land extends to the waters edge); and

Parcel C: A Parcel of land adjacent to Lot 7 of the recorded Plat of Edgewood Estates, Torch Lake Township, Houghton County, Michigan, and being all that land which lies southerly of line described as follows: Beginning at a point on the shore of Torch Lake which is 665.90 feet South and 313.06 feet East of the Northernmost corner of said Lot 7; then South 50° 27' 00" West 115 feet more or less to waters edge of Torch Lake and the point of ending; and

Parcel D: Strip of land 33 feet in width which runs over and across Lots 7 and 6 of the recorded Plat of Edgewood Estates and which lies Southwesterly of and adjacent to following described line: Beginning at the Northernmost corner of Lot 6 of the recorded plat of Edgewood Estates; then South 50° 54' 50" East 810.46 feet to the point of ending,

shall hereby be subject to the following restrictive covenants:

(1) The owner and/or occupant of the above described premises covenants that if during the process of any development, building, construction or other activity on the above-described property, undertaken by or with the consent of the owner of the property, the cover is disturbed so that upon the completion of the development, construction, building or other activity, stampsands are exposed to the air, the owner of the property shall cover the exposed stampsands in the manner described in the United States Environmental Protection Agency's September 30, 1992 Record of Decision for the Torch Lake Superfund Site and further shall re-vegetate the re-covered area.

Said covenants shall run with the land, shall be binding, upon any and all successors in interest, and all assignees, lessees, sublessees, operators, tenants, licensees and agents, and any and all persons who acquire any interest in the property, and shall be for the benefit of the United States Environmental Protection Agency, and their successors and assigns, each of whom shall be privileged to enforce these covenants by appropriate action in a court of competent jurisdiction.

Dated: 8-28-03

Albert L. Black  
ALBERT L. BLACK  
Hannabelle I. Black  
HANNABELLE I BLACK

STATE OF MICHIGAN     )  
  ) ss.  
County of Houghton    )

On August 28, 2003, before me, a Notary Public, in and for said County, personally appeared Albert L. Black + HANNABELLE I BLACK, to me known to be the same person(s) described in and who executed the within instrument, who acknowledged the same to be THEIR free act and deed.

James A. Rheault  
James A. Rheault, Notary Public  
Houghton County,  
My Commission Expires: JUNE 1, 2005

This instrument drafted by:  
Paul J. Tomasi (P21494)  
400 E. Houghton Avenue  
Houghton, Michigan 49931  
Phone: (906) 482-0770