



STATE LAND BANK AUTHORITY

REQUEST FOR PROPOSALS

RFP 2026-004

SITE DEVELOPMENT CONCEPT/VISION

**105 EAST SAGINAW HIGHWAY
GRAND LEDGE, MICHIGAN 48837
(FORMER COMMERCIAL GAS STATION AND SERVICE CENTER)**

Important Dates:

| Event | Date Due | Time Due | Method of Communication |
|----------------------|-----------------|-----------------|--|
| RFP Release | March 11, 2026 | | SLBA Website |
| Questions on RFP | March 25, 2026 | 5:00 pm | Submit questions to: landbank@michigan.gov |
| Answers to Questions | April 1, 2026 | 5:00 pm | Direct Email / SLBA Website |
| Submissions | April 8, 2026 | 5:00 pm | Submit submissions to: landbank@michigan.gov |
| Select/Reject | April 15, 2026 | | Direct Email |

REMINDER

Please check your submission to make sure you have included all of the information which is required in this Request for Proposals (“RFP”). In addition, please submit files as noted on the RFP cover page which include the following:

- Cover Sheet (Attachment A)
- Submission (Section II)

Submit marked electronic files of your Submission as noted on the RFP cover page. The State Land Bank Authority (“SLBA”) will review submissions immediately following the due date. **Submissions will only be accepted as noted on the RFP cover page.**

RESPONDENT(S) ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE FILE NAME OF YOUR SUBMISSION:

- “RFP 2026-004 Submission”

The SLBA will not respond to telephone inquiries, or visitation by Respondent, or their representatives. Respondent’s sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.

State Land Bank Authority
Post Office Box 30766
Lansing, Michigan 48909
landbank@michigan.gov

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REQUEST FOR PROPOSALS
RFP 2026-004

SITE DEVELOPMENT CONCEPT/VISION

105 EAST SAGINAW HIGHWAY
GRAND LEDGE, MICHIGAN 48837

This RFP is issued by the SLBA. The SLBA is the sole point of contact with regard to all bidding and contractual matters relating to the services described in this RFP. The SLBA is the only office authorized to change, modify, amend, alter, clarify, etc. the specifications, terms and conditions of this RFP and any potential contract(s) awarded as a result of this RFP. The SLBA will remain the SOLE POINT OF CONTACT throughout the bidding process. ***The SLBA will not respond to telephone inquiries, or visitation by Respondent or their representatives. Respondent's sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.***

State Land Bank Authority
Post Office Box 30766
Lansing, Michigan 48909
landbank@michigan.gov

SECTION I STATEMENT OF WORK

A) PURPOSE & BACKGROUND STATEMENT

This RFP is sponsored by the SLBA, with the support of the City of Grand Ledge, Michigan (“Grand Ledge”) to remediate blight and assist in community development. SLBA seeks any persons or entities with experience, capacity, vision, and commitment to submit their qualifications (“Respondent”). As described further in this document, a proposal-based process will be used to select a developer to proceed to negotiate a purchase/development agreement. Upon successful completion of such negotiations of a purchase/development agreement, developer shall proceed with the proposed development. Submissions are requested from any qualified developer in good standing with the State of Michigan and Grand Ledge.

Grand Ledge is home to just under 8,000 residents and is located west of downtown Lansing on the banks of the Grand River. The student enrollment at Grand Ledge Public Schools is 5,400 served by 800 staff. Grand Ledge is named and known for the 300-million-year-old ledges that rise up from the Grand River which runs through the heart of the town. Grand Ledge offers a thriving business district, quality housing, and small-town charm. Grand Ledge is also home to over 110 acres of public parks, bustling downtown and retail areas, an active public art scene, numerous events and parades, and so much more.

The SLBA serves an important role in community and economic development by returning property to productive use. The SLBA will work in a coordinated manner to foster the development of the subject property and bring value to the Grand Ledge community in the process. Grand Ledge supports the SLBA’s preference for a developer committed to excellent public engagement from the beginning of the process.

The Site

The subject property, located at 105 East Saginaw Highway, Grand Ledge, Michigan (“Property”) (Parcel ID: 23-400-078-001-791-01), is approximately .39 acres in size, as legally described in the Attachment B, along with maps showing the site in the Attachment C.

The Property is located at a signalized intersection of M-43 and Jennie Street (west end of M-43 Commercial Corridor in Grand Ledge). Approximately 0.3 miles east of Grand Ledge High School and other Grand Ledge Public School facilities. The annual average daily traffic estimates that 8,810 vehicles travel past the Property. On-street parking is available on the east side of Jenne Street, and the Property backs up to multi-family apartments and parking.

The Property formerly operated as Bob’s Marathon from the late 1990’s to 2009 as a commercial gas station and service center and is classified as an MCL 324.20101 “facility” (EGLE Facility ID 00-001806). A summary of prior environmental assessments and response actions is included as Attachment D. All Respondent(s) are hereby on notice that appropriate assessment and due care must be undertaken in re-use of the Property. The SLBA does not make any representations or warranties of any kind whatsoever, either expressed or implied, except as expressly contained in this RFP with respect to this Property or any related matters and that this Property shall be transferred in “as is condition, with all faults”.

The Property has an environmental lien recorded on the Property title under the authority of Part 201 of the NREPA, MCL 324.20101 *et seq.* The SLBA will work cooperatively with the selected developer to address, satisfy, and obtain a release of the lien from the Michigan Department of Environment, Great Lakes, and Energy as part of the redevelopment process.

Respondent is advised that the existing structures located on the Property are currently in the process of being demolished. Demolition activities shall commence under separate contract and are expected to continue during the RFP period. The SLBA will ensure that all demolition work is performed in compliance with applicable laws, regulations, and permitting requirements. Respondent shall account for ongoing demolition activities when preparing its proposal. The Property will be made available in its post-demolition condition, subject to any residual site conditions that may remain after competition of demolition.

B) SCOPE & QUALIFICATIONS

The following parameters should be considered by Respondent for the preparation of a site development concept/vision:

1. Respondent shall present a project concept or vision for the entire Property that will return the site to productive use and into an asset for the community. A proposed project may be planned in stages, however, any purchase/development agreement shall require completion of the proposed project in its entirety.
2. Respondent may propose a project concept or vision which includes adjacent parcels not under ownership of SLBA, however, Respondent must demonstrate control of said parcel(s).
3. Respondent shall ensure the process is clear, transparent, equitable, and completed in a timely manner.
4. Projects that include taxable value for benefit to the community will be preferred.
5. The Property is zoned B-1 General Business. General Business architectural standards apply.
6. Preferred development types are those which would provide benefit to students and parents of the nearby High School, Middle Schools, Elementary School and staff of the Schools Administrative Offices. Opportunity for students as employees exists given the close proximity to schools.
7. New construction (retail, restaurant, medical, office, personal services, or similar use) will be required.

SECTION II SUBMISSION FORMAT

To be considered, each Respondent must submit a COMPLETE submission in response to this RFP using the format specified. Respondent's submission must be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those required in the RFP or considered by the Respondent to be essential to a complete understanding of the submission. Each section of the submission should be clearly identified with appropriate headings:

A) **SUBMISSION**

Respondent may provide its submission package for consideration as follows:

1. One (1) complete electronic copy of the submission package must be received via email to landbank@michigan.gov before **5:00 pm EST on April 8, 2026**. Submission package may not be sent by mail or facsimile. Late submissions will not be accepted.
2. Respondent shall limit its submission package file(s) to 15MB per file. Respondent may send more than one file for its submission package in response to this RFP.

B) **SUBMISSION REQUIREMENTS & FORMAT**

The submission package shall include the following items to be considered:

1. Letter of Interest. The Letter of Interest shall contain Respondent name(s), address, contacts name, title, email, and telephone number to be contacted for clarification or additional information regarding submissions. A corporate resolution, if applicable, signed by the authorized signatory of the Respondent, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto. The Letter of Interest shall be signed by the person designated to represent the Respondent.
2. Vision and Concept Plan. Respondent shall submit a brief description of its proposed vision for the Property. Describe how the proposed plan will complement and enhance the existing community.
3. Proposed Purchase Price. The Respondent shall indicate a proposed purchase price for the Property.

**SECTION III
RFP PROCESS AND TERMS & CONDITIONS**

A) QUESTIONS

Questions from any Respondent concerning the specifications in this RFP must be received via e-mail to landbank@michigan.gov, no later than **5:00 pm on March 25, 2026**.

B) SUBMISSIONS

To be considered, Respondent must submit a complete response to this RFP, using the format provided in Section II of this RFP, as noted on the RFP cover page. No other distribution of submission is to be made by a Respondent.

The Cover Sheet must be **signed physically or electronically** by the Respondent's Authorized Signatory. The Cover Sheet, Attachment A, must be the first page of the Submission.

C) ECONOMY OF PREPARATION

Each submission should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

D) SELECTION CRITERIA

The selection of a qualified Respondent will be based on SLBA's review on content and quality of submittals in addressing the requirements described in Section II of this RFP, and each submission will be evaluated on a two-step selection process described below. This RFP is not a binding agreement. Submittals will be assessed in accordance with the evaluation criteria, and Respondent(s) will be notified whether they have been selected.

E) RESPONDENT COSTS

SLBA will not reimburse Respondent for any cost(s) involved in the preparation and submission of its response to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate SLBA to accept or contract for any expressed or implied services.

F) TAXES

The SLBA may refuse to qualify a Respondent who has failed to pay any applicable taxes or if the Respondent has an outstanding debt to the State of Michigan or the SLBA.

Except as otherwise disclosed in an exhibit to the submission, Respondent certifies that all applicable taxes are paid as of the date the Respondent's qualifications were submitted to the SLBA and the Respondent owes no outstanding debt to the State of Michigan or the SLBA.

G) CONFLICTS OF INTEREST

The Respondent must disclose, in an exhibit to the submission, any possible conflicts of interest, as part of their response, to SLBA. SLBA will consider the nature of the Respondent's responsibilities and the degree of potential or apparent conflict in deciding the course of action that the Respondent needs to take to remedy the conflict of interest. A conflict of interest exists wherever an individual could benefit directly or indirectly from access to information or from a decision over which they may have influence and includes a perceived conflict where someone might reasonably perceive there to be such benefit and influence. A conflict of interest occurs when a staff member or consultant attempts to promote a private or personal interest that results in an interference with the objective exercise of their job responsibilities or gains any advantage by his/her position and working relationship with SLBA. Conflicts of interest may be real, potential or perceived. Failure by the Respondent to disclose a conflict of interest, be it real, potential, or perceived, will result in disqualification.

H) BREACH OF CONTRACT

Except as otherwise disclosed in an exhibit to Respondent's submission, Respondent is not in material default or breach of any contract or agreement that it may have with the State of Michigan or any of its departments, commissions, boards or agencies, or any other public body in the State of Michigan. Further, Respondent represents and warrants that it has not been a party to any contract with the State of Michigan or any public body that was terminated within the previous five (5) years because the Respondent failed to perform or otherwise breached an obligation of such contract.

I) DISCLOSURE OF LITIGATION

Except as otherwise disclosed in an exhibit to Respondent's submission, there is no criminal litigation, investigations or proceedings involving the Respondent or any of the Respondent's officers or directors or any litigation or proceedings under the Sarbanes-Oxley Act. In addition, Respondent must disclose in the exhibit requested under this Section of the RFP any civil litigation, arbitration or proceeding to which the Respondent is a party and which involves: (1) disputes that might reasonably be expected to adversely affect the viability or financial stability of the Respondent; or (2) a claim or written allegation of fraud or breach of contract against Respondent, by a governmental or public entity arising out of their business dealings with governmental or public entities. Details of any settlements which Respondent is prevented from disclosing under the terms of the settlement may be annotated as such.

J) FALSE INFORMATION

If the SLBA determines that a Respondent purposefully or willfully submitted false information in response to this RFP, the Respondent will not be considered and will result in disqualification.

K) DISCLOSURE

All Respondent(s) should be aware that submissions submitted to the SLBA in response to this RFP may be subject to disclosure under the provisions of Public Act 442 of 1976, as amended, known as the Freedom of Information Act ("FOIA"). Accordingly, confidential information should be excluded from Respondents' submissions. Respondent(s), however, are encouraged to provide sufficient information to enable the SLBA to determine the Respondent's qualifications and to understand or identify areas where confidential information exists and could be provided.

L) CLARIFICATION/CHANGES IN THE RFP

Changes made to the RFP as the result of responses made to qualifying questions or concerns will be made available.

If the initial period does not produce a viable response, the SLBA may, at its discretion, extend the period. Timeliness will be moved to correspond to the accepted submission date. Notification of an extension will be made available. If the extended period does not produce a viable response, the SLBA may, at its discretion, issue a new RFP to the open market.

M) ELECTRONIC BID RECEIPT

RESPONDENT SUBMISSIONS MUST BE RECEIVED AS NOTED ON THE RFP COVER PAGE. Respondent is responsible for timely submission of its documentation. THE SLBA HAS NO OBLIGATION TO CONSIDER ANY SUBMISSION THAT IS NOT RECEIVED BY THE APPOINTED DATE AND TIME.

N) RESERVATION OF SLBA DISCRETION

Notwithstanding any other statement in this RFP, the SLBA reserves the right to:

- 1) reject any and all submissions;
- 2) waive any errors or irregularities in the bidding process or in any submission;
- 3) rebid the project;
- 4) revise or reduce the scope of the project, and rebid or negotiate with any Respondent regarding the revised project;
- 5) defer or abandon the project
- 6) amend or revise the RFP; AND/OR
- 7) request clarification of information submitted and to request additional information of one or more Respondent(s).

The SLBA's decision is final and not subject to appeal. Any attempt by a Respondent, collaborating entity, or other party of interest to the project to influence the awards process, to appeal, and/or take any action, including, but not limited to, legal action, regarding the submission or awards process in general may result in the Respondent's disqualification and elimination from the award process.

O) JURISDICTION

The laws of the State of Michigan shall govern this RFP. The parties shall make a good faith effort to resolve any controversies that arise regarding this RFP. If a controversy cannot be resolved, the parties agree that any legal actions concerning this RFP shall be brought in the Michigan Court of Claims or, as appropriate, the Ingham County Circuit Court in Ingham County, Michigan. Respondent acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever Respondent resides, in or outside of the United States.

P) ADDITIONAL CERTIFICATION

Pursuant to Public Act 517 of 2012, an Iran linked business is not eligible to submit a submission on a request for qualifications, with a public entity.

Respondent must certify on the Cover Sheet that it is not an Iran-linked business as defined in MCL 129.312.

Failure to sign this certification will result in disqualification from consideration.

ATTACHMENT A

Request for Proposals Response Cover Sheet Form
(attach as a cover sheet to your submission file)
**105 EAST SAGINAW HIGHWAY
GRAND LEDGE, MICHIGAN 48837
RFP 2026-004**

General Information:

Firm Legal Name: _____ SIGMA ID #: _____

Firm's DBA (if any): _____

Firm's Address: _____

Firm's Telephone #: _____ Fax #: _____

Contact's Email Address: _____

Name of Authorized Signatory for the firm: _____

Michigan Limited Liability Company Michigan Corporation

Other: _____

CERTIFICATIONS - Authorized Signatory to initial each of the following, as applicable:

_____ Respondent certifies that it is not an Iran-linked business as defined in MCL 129.312.

_____ Respondent certifies that it is not presently subject to any legal action or judgement, as described in Section III(I).

_____ Respondent certifies that taxes are paid to federal, state, and local jurisdictions as of this date.

_____ Respondent certifies that it owes no outstanding debt to the State of Michigan or SLBA.

_____ Respondent certifies that: (check one)

To the best of its knowledge, there exists no actual or potential conflict of interest between Respondent, Respondent's project manager(s) or its family's business or financial interests ("Interests") and the service provided under a potential agreement.

That there is an actual or potential conflict which is explained in the submittal.

Signature of Authorized Signatory

Date: _____

*Your SIGMA ID Number is located in your State of Michigan vendor file. If you are not currently registered as a vendor with the State of Michigan, you may go to: www.michigan.gov/SIGMAVSS and register. If you have any problems, please contact the SIGMA helpline at 1-800-856-6246.

ATTACHMENT B

LEGAL DESCRIPTION OF PROPERTY

COM SW COR LOT 179, N 131 FT, E 127.57 FT, S 47.56 FT, E 2.6 FT, S TO S LINE LOT 179, W TO BEG. SUBJ TO ROAD EASEMENT OVER SLY 17 FT. SUPERVISORS PLAT NO 2, CITY OF GRAND LEDGE 1-21-97

Parcel Number: 23-400-078-001-791-01

Commonly known as: 105 East Saginaw Highway, Grand Ledge, Michigan 48837

ATTACHMENT C

LOCATION MAP AND DETAILED PARCEL MAP



ATTACHMENT D

SUMMARY OF PRIOR ENVIRONMENTAL ASSESSMENTS AND RESPONSE ACTIONS; RESTRICTIVE COVENANT

If Respondent has any additional questions or concerns regarding the history or current status of the Property, please contact the EGLE-RRD Project Manager Jennifer Nelson at NelsonJ31@michigan.gov, or at (517) 285-2729. Additional site information can also be found online in the Remediation Information and Database Exchange (RIDE) database by searching the Inventory of Facilities with the Property address.



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Remediation and Redevelopment Division

STATE-FUNDED SITE OR FACILITY CLOSE OUT FORM

Documentation for: Approved Project Completion Funding Deletion
 Project Cessation State Project Terminated Statutory Closure

Location ID: 00001806
Site Name: Former Bob's Marathon
Site Address: 105 E Saginaw Hwy
City, County: Grand Ledge, Eaton County

The Former Bob's Marathon site is located at 105 E Saginaw Hwy, Grand Ledge MI. It operated as a gasoline/service station from approximately 1986 to 1994, and as an automotive service station from 1994 to 2010. Adjacent properties are mixed commercial and residential. The site property is currently vacant and is being held by the State Land Bank.

In total, eight underground storage tanks (USTs) have been registered and removed from the property. Three gasoline USTs and one waste oil UST were removed in 1991, and three additional gasoline USTs and one waste oil UST were removed in July 2011 by EGLE. There are three confirmed releases (1991, 1993, and 2011) for the property: two petroleum releases that released in total over 5,300 gallons of unleaded gasoline (1991 and 1993), and one waste oil release (2011). The waste oil release did not have any contamination above risk-based screening levels (RBSLs). The petroleum releases ultimately affected the City of Grand Ledge Municipal Wells, which are located in the city's wellfield (approximately 800 feet southeast of Bob's Marathon) and supplies drinking water to over 8,300 residents.

State funds were used by EGLE from 1996 to 2018 to complete the investigation of impacted soils and groundwater; construct, operate and maintain treatment systems including a soil vapor extraction/air sparge (SVE/AS) treatment system on-site and two groundwater treatment systems (a groundwater plume interceptor sub-system (GISS) and a potable water pre-treatment sub-system (PW PSS)) at the municipal well field; and conduct multiple other corrective actions over the course of the project. The SVE/AS system operated from 2002-2005, the GISS operated continuously from 1996 to 2007 and was shut down after an iron issue, and the two PW PSS treatment trains started operation in 1996 and were shut down in 2006 and 2010 respectively. An excavation was completed in 2011 to remove contaminated soil from the site, with approximately 473 tons of soil removed. In total, approximately 943 million gallons of groundwater and 473 tons of soil have been remediated, and approximately 1,163 gallons of NAPL was removed by the SVE/AS system. As of 2018, EGLE has completed remediation activities and abandoned all remaining monitoring wells, soil vapor wells and remediation systems on and off site.

Contaminated soil remains on and off site between 15-19 feet below ground surface (ft bgs). This soil contamination is above RBSLs for residential drinking water protection (DWP), groundwater-surface water interface (GSI), soil saturation concentration (Csat), and site-specific volatilization to indoor air (SS-VIAC). There is a potential for soil contamination to remain underneath the current on-site building, so contaminated soil management is needed in the case of deconstruction.

Groundwater on-site and at the municipal well field was monitored from 1994 to 2014. Across the property the groundwater table sits at approximately 20-25ft bgs (in the local sandstone bedrock) and can have seasonal fluctuations of several feet. There have been no detections of petroleum compounds over RBSLs in off-site groundwater wells since 2007, and in on-site groundwater wells since 2010. Dissolved iron, manganese, arsenic, and lead were identified in monitoring wells above DWP and GSI RBSL starting in 2008 until management was turned over to the city. The City of Grand Ledge managed the dissolved metal plume until 2017 when concentrations reached background levels.

Contamination Exposure Pathways:

Direct Contact (DC) and Ambient Air: No mobile NAPL is currently seen on-site, and no contamination over DC criteria is seen in the soil or groundwater. Soil contamination over Csat criteria (indicating the potential for mobile NAPL) is present at depth between 15-19ft bgs. An exposure barrier (2 inches of concrete/asphalt pavement) is present over the majority of the surface of the property, and at least 10ft of soil is present between the remaining residual NAPL soil extent and the surface. Surrounding monitoring wells showed no mobile NAPL was present even in the worse-case scenario when groundwater rose several feet and intersected the remaining contaminated soils. Overall, this pathway has been fully evaluated and is not complete, and no risks remain.

Groundwater: Soil contamination over Drinking Water protection (DWP) criteria is present at depth between 15-19ft bgs at the site; however, groundwater data collected from the site shows that contamination is no longer affecting/leaching to the groundwater. Groundwater volatile organic compounds (VOC) contamination over DWP criteria has not been seen since 2010. Further evidence supporting this was collected in 2010 when the groundwater table rose several feet and intersected with the remaining impacted soils at depth; this resulted in no increase or occurrence of groundwater contamination being seen in surrounding groundwater monitoring wells. This event showed that even in a worse-case scenario, soil contamination is no longer leaching to the groundwater. Because of this, this pathway has been fully evaluated, is no longer a complete pathway, and no risks remain. However due to the notoriety of the site, proximity to well-fields, and site history, a restriction for groundwater was placed on the property.

Surface Water: Soil contamination over Groundwater-Surfacewater Interface (GSI) criteria is present at depth at the site. This soil contamination is between 15-19ft bgs and does not intersect with the storm sewers on and adjacent to the site. Groundwater VOC contamination over GSI criteria has not been seen since 2010. Since there is no longer any groundwater contamination, this pathway has been fully evaluated, is not complete, and no risks remain.

Vapor Intrusion (VI): The indoor air inhalation pathway for the subject property and adjacent properties has been investigated and assessed with vapor pins and soil gas wells. No contaminants over RBSLs or SS-VIAC were seen in the vapor pins or soil gas sampling, so the VI pathway has been fully evaluated.

A Restrictive Covenant (RC) has been placed on the entire site property restricting VI and groundwater, contaminated soil management, and a land-use restriction requiring a non-residential use of the property. It was determined that a PHIC for Jenne St and MDOT ELA for Saginaw Hwy are not necessary due to the depth of remaining soil contamination. With the use of Institutional Controls, all Current and Future Risks have been managed for this site and the associated releases were closed in 2025.

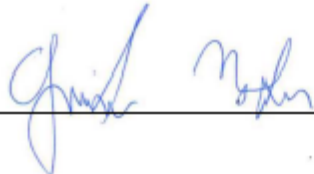
EGLE expresses no opinion as to other contaminants beyond those identified and remediated as a part of the approved closure. EGLE also makes no warranty as to the fitness of this property for any general or specific use. Prospective purchasers or users of this property are advised to use due diligence prior to acquiring or using this property to determine if their proposed land use might alter the conditions of the closure and result in

unacceptable risks to public health, safety and welfare, and the environment. This closure approval pertains only to the contamination associated with the confirmed release number(s) identified above.

Prepared by: Jennifer Nelson

Date: September 23 2025

Signature: _____



Approved by (Supervisor): Abby Leinbach

Date: September 24, 2025

Signature: _____



If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public

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

EGLE Reference No: **RC-RRD-213-25-164**

This Declaration of Restrictive Covenant (Restrictive Covenant) has been recorded with the Eaton County Register of Deeds to protect public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to regulated substances present at the Property located at 105 East Saginaw Highway, Grand Ledge, Eaton County, Michigan and legally described in the attached Exhibit 1 (Legal Description of the Property). Exhibit 2 (Survey of Property) provides a survey of the Property that is subject to the land or resource use restrictions specified in this Restrictive Covenant.

The Property is associated with the Former Bob's Marathon site, Facility ID 00001806 for which corrective actions were completed under Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.21301 *et seq.* Corrective actions that were implemented to address environmental contamination are fully described in the site file. A copy of the site file is available from the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Remediation and Redevelopment Division (RRD) District Office.

The Property described contains regulated substances in excess of the concentrations developed as the unrestricted residential RBSLs under Section 21304a(2) of the NREPA. EGLE recommends that prospective purchasers or users of this Property undertake appropriate due diligence prior to acquiring or using this Property and undertake appropriate actions to comply with the requirements of Section 21304c of the NREPA.

Part 213 requires the recording of this Restrictive Covenant with the Eaton County Register of Deeds based upon the corrective action measures for the site to: 1) restrict unacceptable exposures to regulated substances located on the Property; 2) assure that the use of the Property is consistent with the exposure assumptions used to develop RBSLs or SSTLs under Section 21304a(2) of the NREPA; and 3) assure the exposure control measures are effective.

counter

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The restrictions contained in this Restrictive Covenant are based upon information available at the time the corrective action was implemented by Michigan Department of Labor and Economic Opportunity (MDLEO) - State Land Bank Authority (SLB) f/k/a Michigan Land Bank Fast Track Authority. Failure of the corrective action to achieve and maintain the RBSLs or SSTLs, exposure controls, and requirements specified in the site file; future changes in the environmental condition of the Property; changes in the RBSLs or SSTLs developed under Section 21304a(2) of the NREPA; the discovery of environmental conditions at the Property that were not accounted for in the site file; or use of the Property in a manner inconsistent with the restrictions described herein may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment.

Definitions

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

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

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

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

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

Summary of Environmental Conditions and Corrective Action.

Regulated substances including benzene, toluene, ethyl benzene, xylenes, naphthalene and trimethylbenzenes were released from underground storage tanks resulting in contamination of the Property. Soil contamination remains present at levels that does not allow unrestricted use of the Property. Specifically, concentrations of regulated substances remain present in the soil in excess of the Part 213 Nonresidential Risk-Based Cleanup Levels (RBSLs). This potential exposure risk has been addressed by preventing the use of the groundwater for ingestion. In addition, concentrations of regulated substances remain in the soils at certain locations on the Property that could pose an exposure risk from inhalation of the regulated substances in their vapor phase. Restrictions in new construction will prevent the placement of a building that may result in unacceptable exposures through inhalation.

Residual Nonaqueous-Phase Liquid (NAPL), including gasoline was properly characterized using a Conceptual Site Model in accordance with ASTM International designation E 2531-06 E1 and will remain in place. The NAPL exists below the ground surface at a depth of 12.5 to 19 feet. Exhibit 2 (Survey of the Property) provides the location of the institutional control and the horizontal and vertical extent of the NAPL is described in Exhibit 4 (Horizontal and Vertical Extent of NAPL in Relation to Property

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

NOW THEREFORE,

1. Declaration of Land or Resource Use Restrictions.

MDLEO-SLB, as Owner of the Property, hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

- a. **Prohibited Land Uses:** The Owner shall prohibit all uses of the Property as described in Exhibit 2 (Survey of Property) that are not compatible with or are inconsistent with the assumptions and basis for the nonresidential RBSLs or SSTLs established pursuant to Section 21304a(2) of the NREPA. Uses that are compatible with nonresidential RBSLs are generally described in Exhibit 3 (Description of Allowable Uses). At the time of recording of this Restrictive Covenant, the City of Grand Ledge B-1 Highway Service zoning code designation allowed for the following residential uses that are not compatible with the nonresidential cleanup criteria and are therefore prohibited by this Restrictive Covenant: Funeral homes, Veterinary facilities, Motels/hotels and Child-care centers. RBSLs for land-use based response activities are located in the Government Documents Section of the State of Michigan Library.
- b. **Prohibited Activities to Eliminate Unacceptable Exposures to Regulated Substances.** The Owner shall prohibit activities on the Property that may result in exposures above levels established in the site file. These prohibited activities include:

Exposure Restriction for Use of Groundwater:

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

violation of local, state, and federal environmental laws and regulations.

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

- (ii.) The construction of new structures, or modifications to existing structures on the Property identified in Exhibit 2, unless such construction incorporates engineering controls designed to eliminate the potential for subsurface vapor phase regulated substances to migrate into the new structure at concentrations greater than applicable RBSLs or SSTLs; or, unless prior to construction of any structure, an evaluation of the potential for any regulated substances to volatilize into indoor air assures the protection of persons who may be present in the buildings and is in compliance with Section 21304c of the NREPA.

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

3. Access. The Owner grants to EGLE and MDLEO-SLB, and their designated representatives, the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance, including, but not limited to, the right to take samples, inspect the operation and maintenance of the corrective action measures and inspect any records relating to them, and to perform any actions necessary to maintain compliance with Part 213. The right of access provided to MDLEO-SLB above is not required under Part 213 for the corrective action to be considered approved. That provision was agreed to by the Owner at the time the Restrictive Covenant was recorded. Accordingly, EGLE will not enforce the Owner's obligation to provide access to MDLEO-SLB.

4. Conveyance of Property Interest. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the terms of the site file, and this Restrictive Covenant and prevention of exposure to regulated substances. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest in accordance with Section 21310a(2)(c) of the NREPA.

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

6. Term of Restrictive Covenant. This Restrictive Covenant shall run with the Property and is binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant shall continue in effect until it is determined that the regulated substances no longer present an unacceptable risk to the

public health, safety, or welfare, or the environment. Improper modification or rescission of any restriction necessary to prevent unacceptable exposure to regulated substances may result in the need to perform additional corrective actions by those parties responsible for performing corrective action at the Property or to comply with Section 21304c of the NREPA.

7. Enforcement of Restrictive Covenant. The State of Michigan, through EGLE and MDLEO-SLB may each enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

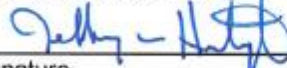
8. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provision of this Restrictive Covenant, which shall continue unimpaired and in full force and effect.

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

IN WITNESS WHEREOF, MDLEO-SLB, the current and legal Owner of the Property, has caused this Restrictive Covenant, RC-RRD-213-25-164, to be executed on this 23RD day of July, 2025.

I authorize ECT Inc. to file the Declaration of Restrictive Covenant with the Eaton County Register of Deeds for recording.

Michigan Department of Labor and Economic Opportunity - State Land Bank Authority

By: 
Signature

Name: JEFFREY M HUNTINGTON
Print or Type Name

Its: AUTHORIZED OFFICER
Title

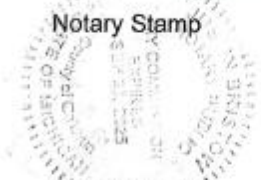
STATE OF MICHIGAN
COUNTY OF EATON

The foregoing instrument was acknowledged before me this July ^{30th} 23, 2025 by Jeffrey M Huntington, Authorized Officer of the Michigan Department of Labor and Economic Opportunity - State Land Bank Authority, on behalf of the Michigan Department of Labor and Economic Opportunity - State Land Bank Authority

JUSTIN BRISTOW
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CALHOUN
My Commission Expires September 28, 2025
Acting in the County of EATON


Notary Public Signature

Name Justin Bristow
(Print Name)



Prepared by:
Paul E. Meyer, CPG
3125 Sovereign Drive, Suite 9C
Lansing, MI 48911

When recorded return to:
ECT Inc.
3125 Sovereign Drive, Suite 9C
Lansing, MI 48911

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

Parcel Identification Number 400-078-001-791-01

A part of Lot 179, Supervisors Plat No. 2 City of Grand Ledge a subdivision of a part of the Northeast 1/4 of Section 11, T4N, R4W, Eaton County, Michigan, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Page 42, Eaton County Records, further described as:

Beginning at the Southwest corner of Lot 179 of said Supervisors Plat No 2; thence North 131 feet along the East right of way line of Jenne Street; thence East 127.57 feet; thence South 47.56 feet; thence East 2.6 feet; thence South to the South line of Lot 179 of said Plat; thence West to the point of beginning. Subject to a road easement over the Southerly 17 feet, recorded in Liber 344, Page 448, Eaton County, Records.

EXHIBIT 2

SURVEY OF THE PROPERTY

(Restrictive Covenant Diagram)







| | | | |
|--|--|---|--|
| <p>PREPARED FOR: ECI 185 E SAGINAW HWY GRAND LEDGE, MICHIGAN</p> | <p>RESTRICTIVE COVENANT DIAGRAM A PART OF THE NORTHEAST 1/4 OF SECTION 11, T4N, R4W, CITY OF GRAND LEDGE, EATON COUNTY, MICHIGAN.</p> | | |
| <p><u>LIMITS OF LAND AND RESOURCE RESTRICTIONS:</u> A part of Lot 179, Supervisors Plot No. 2 City of Grand Ledge a subdivision of a part of the Northeast 1/4 of Section 11, T4N, R4W, Eaton County, Michigan, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Page 42, Eaton County Records, further described as: Beginning at the Southwest corner of Lot 179 of said Supervisors Plot No. 2; thence North 131 feet along the East right of way line of Jenne Street; thence East 127.57 feet; thence South 47.56 feet; thence East 2.6 feet; thence South to the South line of Lot 179 of said Plat; thence West to the point of beginning. Subject to a road easement over the Southerly 17 feet, recorded in Liber 344, Page 448, Eaton County, Records</p> | | | |
| <table style="width: 100%;"> <tr> <td style="width: 30%; text-align: center; vertical-align: middle;">  </td> <td style="padding-left: 20px;"> <p><u>NOTES:</u></p> <p>1) THIS DOCUMENT IS CREATED FOR RESTRICTIVE COVENANT DESCRIPTIONS ONLY AND MUST NOT BE USED TO CONVEY TITLE OR DETERMINE TITLE LINES.</p> <p>THIS DRAWING IS NOT A CERTIFIED SURVEY BUT IS COMPILED FROM EXISTING FIELD SURVEY DATA. THE DRAWING DOES NOT COMPLY WITH MCL 54.211-54.213.</p> <p>2) DISTANCES ARE IN INTERNATIONAL FEET AND DECIMALS THEREOF.</p> <p style="text-align: center;"><i>Gilbert M. Barish</i> GILBERT M. BARISH, P.S. #4001047942</p> </td> </tr> </table> | |  | <p><u>NOTES:</u></p> <p>1) THIS DOCUMENT IS CREATED FOR RESTRICTIVE COVENANT DESCRIPTIONS ONLY AND MUST NOT BE USED TO CONVEY TITLE OR DETERMINE TITLE LINES.</p> <p>THIS DRAWING IS NOT A CERTIFIED SURVEY BUT IS COMPILED FROM EXISTING FIELD SURVEY DATA. THE DRAWING DOES NOT COMPLY WITH MCL 54.211-54.213.</p> <p>2) DISTANCES ARE IN INTERNATIONAL FEET AND DECIMALS THEREOF.</p> <p style="text-align: center;"><i>Gilbert M. Barish</i> GILBERT M. BARISH, P.S. #4001047942</p> |
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| <p>GEODETIC DESIGNS INCORPORATED 2300 N. GRAND RIVER AVE. LANSING, MI 48206 PHONE: (313) 908-0000 FAX: (313) 208-0000 www.geodeticdesigns.com</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; vertical-align: middle;"></td> <td style="padding-left: 10px;"> <p>REVISION DATE: 13JUNE2022</p> <p>FIELD: GB DRAWN BY:</p> <p>DATE: 08 NOVEMBER 2017</p> <p>FILE: S195-2017</p> <p>SHEET 2 OF 2</p> </td> </tr> </table> |  | <p>REVISION DATE: 13JUNE2022</p> <p>FIELD: GB DRAWN BY:</p> <p>DATE: 08 NOVEMBER 2017</p> <p>FILE: S195-2017</p> <p>SHEET 2 OF 2</p> |
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EXHIBIT 3**DESCRIPTION OF ALLOWABLE USES**

Nonresidential Land Use: This land use is characterized by any use which is not residential in nature and is primarily characterized by industrial and commercial uses. Industrial uses typically involve manufacturing operations engaged in processing and manufacturing of materials or products. Other examples of industrial uses are utility companies, industrial research and development, and petroleum bulk storage. Commercial uses include any business or income-producing use such as commercial warehouses, lumber yards, retail gas stations, auto dealerships and service stations, as well as office buildings, banks, and medical/dental offices (not including hospitals). Commercial uses also include retail businesses whose principal activity is the sale of food or merchandise within an enclosed building and personal service establishments which perform services indoors such as health clubs, barber/beauty salons, photographic studios, etc.

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

EXHIBIT 4

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

