

APPENDIX 6

FORM OF ACCESS REQUEST CORRESPONDENCE
AND ACCESS AGREEMENT

Date

Name of Resident

Address

RE: Request For Access to Your Property

Dear -----,

General Motors Corporation (GM) and the United States Environmental Protection Agency (U.S. EPA) have entered into an administrative agreement for GM to perform cleanup of PCB contaminated soil and sediment (with U.S. EPA oversight) along the creek on your property, which is downstream from the GM Powertrain Bedford Plant. As you are aware, GM previously sampled your property for the presence of PCBs and found PCBs in soil and sediment in a narrow area around the creek. This cleanup of soil and sediment will be conducted pursuant to plans approved by the U.S. EPA.

To enable GM to perform this cleanup, we are requesting that you grant permission for GM, U.S. EPA, Indiana Department of Environmental Management (IDEM), and their contractors and representatives to enter your property to address PCB soil and sediments above the cleanup criteria. You can grant permission for this cleanup by signing the enclosed access agreement and returning it to me in the enclosed self-addressed stamped envelope within two weeks of receiving this letter.

Before work is conducted on your property, GM will meet with you to describe the planned activities, as well as the work schedule, and to discuss planned restoration of your property after the cleanup is completed. The work performed on your property will not cost you any money and will be designed in a manner to minimize inconvenience to you.

If you have any questions regarding the attached access agreement, please do not hesitate to call Kathy Bommarito of GM by phone (toll free) at 1-866-223-0856.

PROPERTY ACCESS AGREEMENT TO CONDUCT CLEANUP

THIS AGREEMENT for access ("Access Agreement") is made between General Motors Corporation, Bedford, Indiana ("GM") and _____

("Grantors").

1. GM conducts business at 300 Renaissance Center, Detroit, Michigan, 48265-3000.
2. Grantors, _____ and _____, are the owners or occupants of the property located at _____, Bedford, Indiana ("Property") and have the right or authority to grant to GM the access requested herein.
3. GM is conducting a cleanup of polychlorinated biphenyl ("PCB") contaminated soils and sediments along the stream areas located downstream of the GM Bedford Plant. This cleanup is being conducted with the approval of the U.S. Environmental Protection Agency ("EPA"). In connection with these activities, GM would like to access your Property to conduct cleanup in the areas of your Property that have been affected.
4. These cleanup activities may include some or all of the following activities: construction of temporary access roads and fencing near the stream; removal of certain trees, shrubs, and other vegetation in the affected areas; source control measures such as installation of sumps and collection systems for seeps and springs which may contribute PCBs to the stream area; temporary re-routing of the stream (including any stormwater) around the area to be excavated; excavation of sediments in the stream and of soils adjacent to the stream (including loose rocks, gravel, and debris); sampling to verify that the cleanup goals have been met; temporary staging of soils in the work area prior to removal; backfilling and grading with soil that is in compliance with the cleanup criterion; repair of areas affected by GM's access to your Property; and planting of trees and other vegetation. After completion of the physical cleanup activities at the Property, additional associated activities may include periodic monitoring to confirm the completion of the cleanup work and maintenance of source control measures if installed as part of the work.

THE PARTIES AGREE as follows:

5. (a) Grantors grant to GM, its agents, employees, consultants, contractors, subcontractors, and oversight personnel from EPA and the Indiana Department of Environmental Management ("IDEM") permission to enter onto the Property to conduct and/or oversee the cleanup activities described above in paragraph 4.

(b) Grantors acknowledge and agree that the cleanup activities will involve intrusive work, which will result in some disturbance of surface areas. Upon completion of its work, and except as provided below in paragraph 5(c), GM will backfill the area excavated and replant grass, bushes, and/or trees as appropriate. Grantors acknowledge and agree that while planting will be completed, full growth restoration may take several years to occur and that replacement of trees and shrubs will not be a one-for-one, like-kind replacement. Before any work is begun on your Property, GM or GM's representatives will meet with you at a mutually convenient time to discuss the planned activities and schedule for your Property. This will include discussing the trees, shrubs, and other vegetation that will be removed, if any, as well as the kinds, number, and location of replacement vegetation intended to be planted upon completion of the cleanup activities at your Property.

(c) Grantors acknowledge and agree that in conducting the cleanup activities under this Access Agreement, in the event that a well is present, GM's work may include attempting to collect water samples from the well. If any such well has been abandoned, often any such sampling will necessarily require that the well, including related well equipment, be dismantled and, if so, it will not be restored by GM. At the completion of its work, however, GM will fill in or cover the abandoned well area with an appropriate cover consistent with the cover which currently covers the well area (e.g. asphalt, concrete, seeding, or sod).

6. GM will defend and hold harmless Grantors from and against all losses, damages, injuries, and/or liabilities arising from the performance of the cleanup activities conducted on your Property under this Access Agreement.

7. GM acknowledges and agrees that GM, its agents, employees, consultants, contractors, subcontractors, enter the Property and conduct the cleanup activities under this Access Agreement at their own and GM's risk. Grantors do not assume any risk, liability, responsibility, or duty of care as to GM's employees, agents, consultants, contractors, subcontractors, while on the Property to conduct and/or oversee the cleanup activities.

8. GM, through its agents, employees, consultants, contractors, and subcontractors, will notify Grantors in advance of accessing the Property to conduct cleanup activities and will conduct the work at reasonable times of the day and in a manner which minimizes interference with Grantors' activities at the Property.

9. This Access Agreement will be effective for a period of four years from the date of the Grantors' signature for construction and cleanup activities and for a period of 10 years from the date of the Grantors' signature for periodic monitoring and maintenance.

10. GM will pay Grantors all monies, if any, received from a timber company selected by GM for the trees that must be removed from the Property in order to conduct the cleanup.

11. Grantors shall advise GM of any utility lines or other hazardous or potentially hazardous conditions that Grantors are aware of, including, but not limited to, buried utilities or septic systems, that might reasonably be expected to be affected by the work to be performed.

12. This Access Agreement contains the entire agreement among the parties with respect to the subject matter hereof.

The parties, or their duly authorized representatives, acknowledge their agreement to the above terms of this Access Agreement by signing in the spaces provided below:

By: _____
GRANTOR

By: _____
GRANTOR

Date: _____

By: _____
On behalf of GENERAL MOTORS CORPORATION

Title: _____

Date: _____